

These **Spryker Solution Partner Global Program – General Terms and Conditions** (“**SP Global Program T&C**”) apply to the Spryker Solution Partner Global Program and therefore supplement and enhance the SP Global Program Agreement along with its appendices (if applicable) individually agreed between Solution Partner and Spryker. In addition, the Spryker Academy Terms (available at <https://safari.spryker.com>) and other written arrangements concluded between the Parties affecting the Spryker SP Global Program may apply.

The then-current version of these SP Global Program T&C is always available here: <https://spryker.com/en/terms-of-service/>.

1. Scope of Application

- 1.1 General terms and conditions of Solution Partner which deviate from these SP Global Program T&C or other deviating or supplementary agreements are only valid if expressly agreed on in writing between the Parties.
- 1.2 If Spryker amends these SP Global Program T&C, such changes shall also apply to existing business relationships, unless Solution Partner objects to the change in writing within a period of one (1) month after being made aware of the update, e.g. by upload of such new version or receipt of a notification from Spryker. In the event of an objection, Spryker reserves the right to extraordinarily terminate any or all Parts of Arrangement and consequently Solution Partner’s participation in the Spryker SP Global Program without notice.

2. Purpose

The purpose of applying these SP Global Program T&C is to provide a uniform framework for the Parties' cooperation as detailed in the SP Global Program Agreement, on which the Parties individually agree, and to any other part of the arrangement.

3. Requirements of Participation

3.1 General

By participating in the Spryker SP Global Program, Solution Partner agrees to meet the participation requirements set out herein.

3.2 Annual Partnership Fee

Solution Partner must pay the Annual Partnership Fee.

3.3 Partnership Commitment and Cooperation Options

Solution Partner commits to the following:

- (a) Publication of at least one piece of content marketing material on behalf of or in collaboration with Spryker per year during the Term (for instance, including, but not limited to, a blog post, white paper or a case study, etc.) that is being promoted by Solution Partner within its network as part of the Marketing Activities; and
- (b) Publication of Spryker’s logo on Solution Partner’s website as part of the Marketing Activities.

On top of the above commitments, Solution Partner may be

- (a) Given the opportunity to participate in Spryker webinars, podcasts or Spryker-(co-)organized events during the Term and shall not unreasonably refuse participation;
- (b) Asked to generate, distribute and promote relevant Spryker content or marketing material and shall not unreasonably refuse to do so; and
- (c) Given the opportunity to attend the annual general Spryker Partner Bootcamp and participate actively in case of attendance.

3.4 Marketing Communications

Solution Partner’s participation in the Spryker SP Global Program will lead to Solution Partner receiving Spryker’s marketing communications from Spryker. Spryker will enroll selected employees of Solution Partner for mandatory communications, specifically those Solution Partner’s employees being involved in Spryker customer projects and/or operations, e.g. hosting maintenance or downtime notifications.

3.5 Joint Business Plan

Solution Partner and Spryker shall draw up a business plan together (“**Joint Business Plan**”). The primary objective of

such Joint Business Plan is to synchronize on target accounts and revenue targets, respective action plans and marketing activities; each to contribute to a common revenue goal.

The Joint Business Plan shall be valid for the period starting from commencement of Solution Partner's fiscal year if not agreed otherwise between the Parties. The Parties shall finalize and adopt the Joint Business Plan within one (1) calendar month from the Effective Date of the SP Global Program Agreement. The Joint Business Plan serves as the foundation of the collaboration between Spryker and Solution Partner and will be reviewed quarterly during the QBR Meetings.

4. Benefits of Participation

By participating in the Spryker SP Global Program, Solution Partner will benefit from the following.

4.1 Training

Solution Partner will be provided with access to and the option to self-enroll for various Spryker-related self-learning materials and online trainings through the learning platform (further details in Clause 6 below).

4.2 Spryker Partner Services

Solution Partner shall have access to free and paid services offered by Spryker, which are described in detail in the Spryker Partner Services Description (available at <https://spryker.com/partner-services-description/>).

Such services are subject to Spryker's General Terms for Partner Purchases of Spryker Services (available at <https://spryker.com/about-us/legal/general-service-terms-partners/>) and, in case of paid services, to a respective Order Form to be concluded between the Parties.

Solution Partner will also be given the opportunity to purchase additional service support from Spryker for existing and future Spryker Customer projects with regard to the Spryker's products and services. The support in form of so-called **"Success Enabling Services"** is requested through the responsible Spryker Partner Manager at Spryker and is invoiced separately by Spryker on terms and conditions separately to be agreed in an Order Form between the Parties

4.3 Spryker Partner Portal

Solution Partner will be given access to the Spryker Partner Portal ("**Portal**") on which collaboration material will be provided and can be used by Solution Partner. The Portal contains various materials for sales, marketing, project delivery, enablement, and related activities.

Solution Partner is entitled to use such materials, as well as to adapt and distribute the content through its own solutions, however, always subject to Spryker's prior approval. For this purpose only, Solution Partner shall be granted the corresponding non-exclusive, worldwide, non-transferable rights of use for the Term, which may be revoked by Spryker at any time without giving reason or prior notice.

Solution Partner is prohibited from sharing information contained on the Portal with any third party or from disclosing it to such. Solution Partner must do everything in its power to prevent a third party from gaining direct or indirect access to the Portal and, if the case may be, will take all necessary measures that third party's use of the Portal or materials will be discontinued.

All additional support can be requested via email to partnerportalops@spryker.com or via the responsible Spryker Partner Manager.

4.4 Access to Partner-exclusive Enablement Calls

Spryker hosts regular webinars for knowledge sharing and discussion on several topics. These webinars are exclusive to invited Solution Partners participating in the Solution Partner Global Program. Solution Partner can register attendants for enablement call invitations via the Partner Portal. Recordings of past calls and further resources are also available on the Partner Portal.

4.5 Access to the Partner Success Team at Spryker

Spryker has a team of Partner Success Managers (PSMs) pursuing the goal of implementing strategic improvements so partners can work better with Spryker and vice-versa. Interactions between partners and the PSMs might be irregular

and depend on Spryker internal availability. Access to the PSM team can be requested through the Spryker Partner Manager or a form on the Partner Portal.

5. Cooperation between the Parties

5.1 General

The Parties are in mutual and continuous exchange to achieve the jointly agreed goals as part of the SP Global Program.

5.2 Joint Business Plan for Sales Process

Solution Partner is in continuous exchange with its Spryker Partner Manager to achieve the agreed objectives contained in the Joint Business Plan and mutual go-to-market success.

5.3 Quarterly Business Reviews

Solution Partner will review with its Spryker Partner Manager the performance during QBR Meetings. Such performance numbers and any other relevant content shall be prepared by both Parties prior to each QBR Meeting.

5.4 Event Activities

- (a) **"Event Activities"** include, without limitation, trade fairs, congresses, Solution Partner events, roundtable discussions and road shows.
- (b) On availability, Spryker will offer Solution Partner the opportunity to present itself as a co-exhibitor or co-sponsor at various Spryker exhibition stands and events in domestic and international industry trade fairs. Pricing and set-up are agreed separately between the Parties depending on the Event Activity. The allocation of co-exhibitor stands is subject to availability, additional event-related terms and conditions and at Spryker's discretion and choice only.
- (c) Spryker keeps the right to evaluate co-sponsoring events offered by Solution Partner. There is no entitlement for Spryker to sponsor such events. Such decisions are always made on an individual basis.
- (d) Costs incurred for an Event Activity can be reimbursed by Spryker to Solution Partner through an MDF Reimbursement provided that the requirements are met.

5.5 Marketing Activities

- (a) **"Marketing Activities"** include, without limitation, all activities except Event Activities, which serve to generate leads, as well as to position Solution Partner, its products and services in combination with Spryker's products and services.
- (b) The Parties shall post a partner profile on their respective websites within four (4) calendar weeks after the Effective Date of the SP Global Program Agreement, detailing comprehensively the products and services offered by the other Party. For this and other marketing-related purposes, during the Term, the Parties grant each other permission to use their company names and logos. The publication requires the prior approval of the other respective Party in text form (email sufficient). The Party exercising the right of use shall notify the responsible Spryker Partner Manager and/or use the dedicated channel of support. For such purpose, each Party grants the other Party a non-exclusive, worldwide, non-transferable right to use the other Party's name and logo, limited to the Term. Subject to the limited licenses and rights set forth in the SP Global Program Agreement, nothing in such SP Global Program Agreement transfers or assigns to either Party any of the other Party's intellectual property or other proprietary rights in the other Party's technology products and services.
- (c) With the Effective Date of this SP Global Program Agreement, the Parties shall consider publishing an initial announcement of their partnership through appropriate communication channels which can be defined by the Parties before commencement of such measure.
- (d) Upon operation of the platform built on the basis of the Software of each Spryker Customer for which Solution Partner is responsible with regard to project implementation ("**Go Live**") and subject to such Spryker Customer's permission, Solution Partner creates a case study and makes it available to Spryker. The publication of this case study on Spryker's website as well as its marketing is at Spryker's discretion and choice and subject to the respective Spryker Customer's permission. Solution Partner shall grant Spryker all necessary rights of use and exploitation for this purpose, which are required in addition to the respective Spryker Customer's permission.
- (e) Costs incurred for a Marketing Activity can be reimbursed by Spryker to Solution Partner through an MDF Reimbursement provided that the requirements are met.

6. Spryker Training & Enablement Program

6.1 The Spryker Academy Terms shall apply to the Spryker Training & Enablement Program.

- 6.2 Spryker will give Solution Partner access to its dedicated training and certification sessions as part of Spryker's training and enablement program ("**Spryker Training & Enablement Program**"). In doing so, Solution Partner can choose between various trainings and certifications offered by the Spryker Academy (the then-latest list of services and prices can be called here: <https://safari.spryker.com>). All trainings and certifications are generally taking place online or remotely and Solution Partner must enroll the relevant team members.
- 6.3 Solution Partner must meet the minimum requirements related to the Spryker Training & Enablement Program agreed between the Parties in the Solution Partner Global Program Agreement. Without fulfilling this requirement, Spryker will not start conducting business with Solution Partner.
- 6.4 Spryker reserves the right to continuously change the content and services available under the Spryker Training & Enablement Program. Solution Partner can therefore not derive any claim of receiving certain content or services.
- 7. SSC Scheme**
- 7.1 Spryker introduces its sales and commission scheme forming an integral part of its SP Global Program ("**SSC Scheme**"). The SSC Scheme allows members of the Spryker SP Global Program to report to Spryker at their own discretion and choice Leads with the aim to be converted to Spryker Customers. Spryker offers the members of the Spryker SP Global Program in exchange a consideration in form of a specially structured incentive ("**SSC Scheme Incentive**") provided that the conditions as set forth are fully met by Solution Partner.
- 7.2 The process regarding and any of the Lead Conversion Conditions can be changed at Spryker's discretion and choice without giving reasons to the member of the Spryker SP Global Program, provided that ninety (90) calendar days' notice is given to the member of the Spryker SP Global Program in text form (email sufficient). In such a case, the provisions on extraordinary termination shall apply in favor of the member of the Spryker SP Global Program.
- 7.3 Spryker will keep records of each Lead received from Solution Partner and its conversion status in Spryker's CRM application. The Successful Converted Lead will be stored as SQL and consolidated in a report that will be updated on an ongoing basis by Spryker.
- 7.4 An SSC Scheme Incentive Entitlement can only be built up during the Term by Solution Partner. Upon the date of expiration of the Term of the SP Global Program Agreement, building up the SSC Scheme Incentive Entitlement by the member of the Spryker SP Global Program is excluded. In case of i) a Non-Converted Lead is present; or ii) or a Lead does not meet the definition of a Spryker Customer, the member of the Spryker SP Global Program shall not be entitled to an SSC Scheme Incentive Entitlement.
- 7.5 SSC Scheme Incentive Entitlements can be assigned to multiple members of the Spryker SP Global Program as Beneficiaries but are limited to such member of the Spryker SP Global Program i) responsible for sourcing of the Spryker Customer; and/or ii) responsible for project implementation towards the Spryker Customer.
- 7.6 With regard to Direct Payments, the following applies:
- (a) Upon expiration of the Term of the SP Global Program Agreement, any Direct Payment as part of an existing SSC Scheme Incentive Entitlement shall still be made by Spryker to the Beneficiary provided it has been successfully built up before such date of expiration.
 - (b) The Beneficiary will bear any possible currency risks related to Direct Payments. The choice of currency for Direct Payment payouts is at Spryker's discretion and choice. However, the currency of the agreement and order form(s) between Spryker Customer and Spryker on which the SSC Scheme Incentive Entitlement is based is generally determining the currency.
 - (c) Conversion of Direct Payments into vouchers, crediting against royalties, non-settled payments or similar is generally excluded.
 - (d) Direct Payments by Spryker shall be deemed to have been successfully made once the Beneficiary can dispose of the amount payable without restriction.
- 7.7 With regard to the allocation into MDF / TDF Account, the following applies:
- (a) Deposit of the allocation into the MDF / TDF Account will be made within fourteen (14) calendar days from the moment of the full and valid existence of the Total SSC Scheme Incentive Entitlement.
 - (b) If the Beneficiary has incurred costs for an MDF / TDF related activity to be settled through an MDF / TDF Reimbursement, which, however, cannot be used due to insufficient balance of the MDF / TDF Account, Beneficiary cannot oblige Spryker to sufficiently balance the MDF / TDF Account in order to issue an MDF / TDF

Reimbursement. A pro-rata payment of the MDF / TDF Reimbursement from the MDF / TDF Account by Spryker to Beneficiary, insofar as the balance of the MDF / TDF Account is sufficient for such purpose, shall remain possible.

- (c) Beneficiary undertakes to retain relevant documents, receipts and other records relevant and related to the MDF / TDF related activity and for which an MDF / TDF Reimbursement was received by Spryker, in accordance with the applicable statutory provisions for retention periods. Spryker reserves the right to conduct random reviews and audits of such documents, receipts and other records itself or through an independent auditor professionally bound to confidentiality, subject to prior notice to Beneficiary. The costs incurred for such a review or audit shall be borne by Spryker. In such event, Beneficiary agrees to provide appropriate access and disclosure to such documents, receipts and records.
- (d) Spryker reserves the right to demand repayment of an MDF / TDF Reimbursement if it is subsequently found that the MDF / TDF reimbursement was made by Spryker on a non-justified basis due to facts and/or documents, receipts and other records presented by the Beneficiary leading to such. In such case, the burden of proof lies with the Beneficiary that the MDF / TDF Reimbursement – contrary to the original assumption – was issued on a justified basis.
- (e) Each allocation in the MDF / TDF deposited in the MDF / TDF Account related to which Permitted Usage of MDF / TDF allocation was not made within twelve (12) calendar months upon moment of deposit shall afterwards expire without replacement and subsequently be deleted from the respective MDF / TDF Account. Upon expiration of the Term of the SP Global Program Agreement at the latest, any MDF / TDF Reimbursement by Spryker to the Beneficiary is excluded.

8. Usage of the Spryker Software Products

- 8.1 Spryker shall provide Solution Partner with the Spryker Software Products' object and source code in accordance with the below provisions.
- 8.2 Unless agreed otherwise, e.g. with regard to Spryker Accelerators, Solution Partner may only use the Software internally for training, development, demonstration purposes within the scope of jointly implementing and applying sales related, Event and Marketing Activities. For such purpose only, Spryker grants the Solutions Partner a simple, non-exclusive, non-transferable right to use the Spryker Software Products during the Term of the SP Global Program Agreement. Solution Partner may not pass on, sublicense, sell or make the Spryker Software Products available to a third party. Solution Partner is not entitled to edit or rework the object and source code of the Spryker Software Products on its own behalf and/or for its own purposes.
- 8.3 Unless agreed otherwise, e.g. with regard to Spryker Accelerators, Solution Partner is prohibited from using on its own behalf and/or for its own purposes i) the Spryker Software Products during the execution of an implementation project for a Spryker Customer; or ii) in any other way than on behalf of a Spryker Customer.
- 8.4 In order to use the Spryker Software Products, Solution Partner must among other things accept FOSS Components that Spryker uses and give its prior consent to the licensing terms for them. These FOSS Components are not part of the Spryker Software Products and are each governed by their own licensing terms. Spryker shall provide the list of the then-current FOSS Components upon Solution Partner's request. The FOSS Components can be updated by Spryker at any time.
- 8.5 During the Term of the SP Global Program Agreement, Spryker makes available for download any Update, Patch and/or Bug Fixes of the Spryker Software Products and may, at its sole discretion and choice inform Solution Partner in addition. Most update communications are related to Releases, addressed to a wider public and generic in nature.
- 8.6 Solution Partner shall inform Spryker immediately as soon as it enters into a contractual relation with a Spryker Customer. Solution Partner guarantees that any access to the Spryker Software Products shall be used exclusively for the respective Spryker Customer in execution of the associated execution of the implementation project.

If any other implementation project is carried out by Solution Partner for a different Spryker Customer, separate access is required.

Solution Partner assures Spryker that it will not misuse access or support Spryker Customer's access to the Spryker Software Products for unlawful purposes of the Spryker Customer. If Solution Partner becomes aware that the Spryker Customer uses the Spryker Software Products beyond the licensed scope, unlawfully sublicenses it to a third party and/or uses it unlawfully for in any other way, Solution Partner shall inform Spryker immediately in writing and shall perform all necessary measures required to assert Spryker's claims against the Spryker Customer.

9. Warranty and Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, SPRYKER MAKES NO REPRESENTATION OR WARRANTY OF ANY

KIND REGARDING THE SPRYKER SOFTWARE PRODUCTS AND SERVICES AND THE SPRYKER SP GLOBAL PROGRAM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING. SPRYKER SOFTWARE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. IN NO EVENT WILL SPRYKER BE LIABLE TO SOLUTION PARTNER (OR SOLUTION PARTNER'S AFFILIATED COMPANY) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE SPRYKER SOFTWARE PRODUCTS AND SERVICES ACCESSED OR USED AS PART OF SOLUTION PARTNER'S PARTICIPATION IN THE SPRYKER SP GLOBAL PROGRAM.

- 9.2 IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SPRYKER TOGETHER WITH ALL OF ITS AFFILIATED COMPANIES ARISING OUT OF OR RELATED TO PARTS OF ARRANGEMENT EXCEED THE FEES PAID BY SOLUTION PARTNER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO SPRYKER'S INDEMNIFICATION OBLIGATIONS UNDER THE CLAUSE BELOW.
- 9.3 IN NO EVENT WILL SPRYKER OR ITS AFFILIATED COMPANIES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE PARTS OF ARRANGEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SPRYKER OR ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SPRYKER OR ITS AFFILIATED COMPANIES REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. **Third-Party Property Rights, Warranty for Defects**

- 10.1 Spryker undertakes to indemnify, defend and hold harmless Solution Partner against all justified claims asserted by third parties due to the infringement of third-party property rights resulting from Solution Partner's permitted use of the Spryker Software Products, provided that
- (a) Solution Partner notifies Spryker about a claim by the third party in writing without undue delay ("**Third-Party Claim**");
 - (b) Solution Partner does not reach any settlement or make other admissions, including acknowledging the validity of the Third-Party Claim, without Spryker's prior and explicit written consent;
 - (c) Spryker may, in its sole discretion, assume responsibility for conducting court and out-of-court proceedings in relation to a Third-Party Claim at its own cost (which shall also include the right to conduct all proceedings or legal action in relation to the Third-Party Claim, negotiate a settlement, and conduct all talks and dispute resolution efforts in connection with the Third-Party Claim, provided that a settlement that would entail an admission of fault or liability on the part of Solution Partner is not concluded without Solution Partner's prior written consent); and
 - (d) Solution Partner, at Spryker's request and cost, provides reasonable support in connection with dealing with the Third-Party Claim.
- 10.2 If Spryker is obligated to indemnify Solution Partner, in accordance with the provisions in this Clause, Spryker shall reimburse Solution Partner for all claims for damages and legal costs imposed on Solution Partner pursuant to a final and binding ruling by a competent court of law; and/or amounts Solution Partner has paid following a final settlement approved by Spryker, including reasonable lawyers' fees.
- Spryker may within a reasonable period of time and at its own choice either obtain the right for the Customer to continue using and/or modify the Spryker Software Products so that the Customer no longer infringes any third-party rights when exercising its rights.
- 10.3 Solution Partner shall have no further claims due to defects of title other than those specified in this Clause and shall not in particular have any claims against Spryker due to defects and/or defects of title if the claim is attributable to
- (a) use of the Spryker Software Products in a way not compliant with the parts of the arrangement;
 - (b) claims in connection with one or more FOSS Components.
- 10.4 The period of limitation for claims for defects in accordance with this Clause shall be one (1) year, except in the case of injury to life, body or health due to a defect of title or if Spryker has acted with intent to deceive or gross negligence.
- 10.5 If a third party asserts claims against Spryker, a legal representative of Spryker and/or an employee of Spryker in connection with unlawful use of the Spryker Software Products for which Spryker is not responsible, or due to other conduct by Solution Partner in breach of the parts of the arrangement or law, in particular due to the infringement of

copyrights or other intellectual property, Solution Partner shall be obligated to indemnify Spryker, the legal representative of Spryker and/or the employee of Spryker against any liability and also reimburse Spryker for the costs it incurs as a result of the claim, including reasonable costs of legal defense.

11. Terms of Payment

- 11.1 Solution Partner will pay any remuneration in accordance with the terms of the SP Global Program Agreement or any part of the arrangement.
- 11.2 All invoices shall be paid by Solution Partner without deduction upon receipt. No cash discount is granted by Spryker. If Solution Partner is in delay in paying, interest on arrears at the statutory rate shall be incurred. Payments by Solution Partner shall be deemed to have been made once Spryker can dispose of the amount payable without restriction. All payments by Solution Partner shall be made without any deduction or offsetting, at no charge and without any deduction for or due to taxes, fiscal charges, import duties, customs duties, fees and retained amounts that are levied now or in the future by a government, internal revenue or other authority, except where that is prescribed by law. If Solution Partner is compelled to make such a deduction, it shall pay Spryker the additional amounts required to ensure that Spryker receives the full remuneration Spryker would have received without the deduction. If Solution Partner is not located in Germany, all foreign remittances must be handled as an OUR transfer, i.e. all bank charges (for the sender and recipient) shall be paid by Solution Partner as the sender.

12. Term and Termination

- 12.1 The SP Global Program Agreement shall come into effect with the Effective Date once signed by either Party and shall run indefinitely, unless ordinarily terminated in writing (email by an authorized signatory to legal@spryker.com shall be deemed sufficient), giving a period of notice of ninety (90) days, in which case the SP Global Program Agreement shall end upon expiration of the ninety (90) days. Neither Party can terminate the SP Global Program Agreement before the first twelve (12) months have passed after the Effective Date. The notice of termination shall be effective when it is received by the other Party.
- 12.2 Both Parties have a right to terminate the SP Global Program Agreement for good cause. Notice of termination for good cause must be given in writing. Good cause shall exist in particular:
- (a) if the other Party breaches a Cardinal Obligation under the SP Global Program Agreement and the breach cannot be remedied;
 - (b) if the other Party breaches a Cardinal Obligation under the SP Global Program Agreement and the breach can be remedied, but the Party does not comply with a request to do so in text form (email sufficient) within thirty (30) calendar days; and/or
 - (c) an Insolvency Event occurs at the other Party.
- 12.3 Solution Partner's right to use the Spryker Software Products and any services provided by Spryker shall expire when the SP Global Program Agreement ends. Consequently, Solution Partner shall cease using such Spryker Software Products and any services immediately and, where they exist, irreversibly delete all installations of the Spryker Software Products on its systems. Spryker shall have the right to examine whether the Spryker Software Products has been deleted within thirty (30) days after the Agreement ends.
- 12.4 Upon expiration of the Term of the SP Global Program Agreement, Solution Partner may no longer publicly present itself as a Solution Partner of Spryker.

13. Non-Solicitation Clause

- 13.1 Solution Partner shall not entice away, or attempt to entice away, any employees, consultants or subcontractors (used for development support) of Spryker during the Term of the SP Global Program Agreement and for a period of twenty-four (24) months after the SP Global Program Agreement ends without the prior written consent of Spryker ("**Prohibition on Solicitation**"). A violation of this Prohibition on Solicitation shall also exist if Solution Partner induces another natural or legal person to entice employees away from Spryker. "**Solicitation**" of an employee of Spryker denotes actively inducing the person to end his or her employment relationship with Spryker and establish an employment relationship with Solution Partner. The Prohibition on Solicitation shall not relate to nationwide job advertisements that are open to any prospective employees and are not aimed specifically at the afore-mentioned persons. The Prohibition on Solicitation shall also apply to any Affiliated Company of Solution Partner.
- 13.2 Other offers and agreements under which the employee's labor no longer benefits Spryker (or the Affiliated Company of Spryker), but wholly or partly Solution Partner (or the Affiliated Company of Solution Partner) shall be tantamount to establishment of an employment relationship.

14. Anti-Corruption Clause

14.1 The Parties undertake to take all reasonable and necessary measures to prevent corruption. In particular, the Parties undertake not to offer, promise or grant – whether directly or indirectly, themselves or through third parties – business courtesies or other benefits (such as money, gifts of a monetary value or invitations that are not predominantly of a business nature, such as to sports events, concerts, cultural events) to employees and top management of the other Party, including their relatives, and of all the other Party's group companies, and pledge that they have not done so in connection with conclusion of any part of the arrangement.

14.2 In the event of violation against the aforementioned provisions, either Party reserves the right to extraordinarily terminate any or all Parts of Arrangement

15. Non-Disclosure Agreement

15.1 “**Confidential Information**” of a Party shall denote all trade secrets of that Party and its know-how, bases of costing and calculation, concepts, business plans, product and program specifications, strategies, Solution Partner and Spryker Customer data, and sales and marketing data the Party communicates or has communicated, or otherwise makes or has made available, to the other Party in writing, orally or in another way, or of which the other Party otherwise gains or has gained knowledge, unless the following demonstrably applies in full or in part to the information in question:

- (a) the information was already known to the Party receiving it before it was communicated to it;
- (b) the information was already public domain before the Party receiving it gained knowledge of it;
- (c) the information was already public domain after being communicated without the involvement of, and regardless of any omissions by, the Party receiving the information; or
- (d) the information has been made known by a third party without that involving a violation of an obligation to maintain confidentiality by the third party.

15.2 Each Party shall be obligated:

- (a) to treat all Confidential Information of the other Party it receives in connection with the Parts of Arrangement with confidentiality;
- (b) not to copy or reproduce it without the prior written consent of the other Party, unless that is absolutely necessary for it to fulfill its obligations under the Parts of Arrangement;
- (c) to apply no less stringent security measures and no lesser degree of care to such Confidential Information than it applies to protect its own confidential information and than, at least, a reasonable person or reasonable company would apply to protect its own confidential information;
- (d) to use such Confidential Information only insofar as it is absolutely necessary to fulfill its obligations or exercise its rights under the Parts of Arrangement;
- (e) not to disclose such Confidential Information to a third party without: (i) informing the recipient that the information is confidential; (ii) ensuring that the recipient concludes, and complies with, an agreement with the other Party in which it undertakes to protect the Confidential Information subject to conditions that are at least equivalent to those specified in this non-disclosure agreement; and (iii) obtaining the prior written consent of the other Party (such consent has been granted in relation to an Affiliated Company of Solution Partner); and
- (f) upon request, and when any part of the arrangement ends (for whatever reason), to return all materials (in whatever form) in which such Confidential Information is contained, embodied or recorded, and which are in its possession or under its control, to the other Party without undue delay and, upon request, to give the other Party written confirmation that it has done so.

15.3 Either Party shall be authorized to disclose the Confidential Information of the other Party if it is obligated by law, or ordered by a court of law, a public authority, a supervisory authority or another competent authority, to do so (but only to the extent absolutely necessary to comply with such an obligation or order).

15.4 The Parties shall not make Confidential Information of the other Party available to a third party, and shall not use it for purposes other than as part of the cooperation between the Parties, for a period of three (3) years after expiry of any part of the arrangement.

16. Data Protection

Both Parties shall be obliged to comply with applicable data protection laws and monitor compliance with them.

17. Force Majeure

17.1 The Parties shall not be liable for losses, damage, non-fulfillment or delayed fulfillment of all or individual obligations under the Parts of Arrangement due to fire, flooding, pandemics, earthquake, strike (by their own employees or those of third parties), labor unrest, war (declared or undeclared), embargoes, blockades, statutory prohibitions, insurrection, public disorder, rioting or other unavoidable and serious events that were not foreseeable by the Party not fulfilling its obligation and that mean that fulfillment of the obligation in question is hampered or rendered impossible (“Force

Majeure”). In such a case, the Party not fulfilling its obligation shall notify the other Party as soon as the incident of Force Majeure occurs and confirm said notification in text form, accompanied by a description of the causes of why the obligation cannot be fulfilled, within five (5) Business Days.

17.2 Both Parties shall be discharged from their performance obligations toward each other for as long as such an incident of Force Majeure lasts. Both Parties shall work jointly to enable the interruption in performance of their obligations caused by Force Majeure to be remedied as soon as possible or shall at least agree on a temporary, provisional solution (“Provisional Solution”). If a Provisional Solution is created, Solution Partner shall pay Spryker the agreed remuneration or otherwise the customary local remuneration for the respective Provisional Solution. When the incident of Force Majeure is over, the Parties shall provide the original services again within a reasonable period of time. The Parts of Arrangement shall continue to apply as of that time. The Parties shall still be obligated to fulfill the Parts of Arrangement, with the exception of the performance obligations that were affected by an incident of Force Majeure and do not have to be fulfilled.

18. Parties, Legal Notices, Applicable Law and Jurisdiction

18.1 In the event of differences of opinion on the contents of any part of the arrangement (“**Dispute**”), the Parties shall endeavor to find an amicable solution through the named contact persons before taking litigation. If no solution is reached at that level, the matter shall be escalated to the top management level. If an amicable solution can also not be reached at the top management level, the Parties shall hold conciliation proceedings before an officially approved conciliation office, with the aim of settling legal disputes out of court. If the conciliation proceedings fail, the Parties can resort to the courts of law.

18.2 Spryker’s contracting entity that Solution Partner is contracting with under any part of the arrangement, the law that will apply in any lawsuit arising out of or in connection with any part of the arrangement, and which courts can adjudicate any such lawsuit, depend on where Solution Partner is domiciled as follows. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below:

Solution Partner domiciled:	Spryker’s Contracting Entity / Address for Notices:	Governing Law:	Court with exclusive Jurisdiction:
North or South America	Spryker Systems America Inc. 80 Pine Street, Floor 24, New York, NY 10005, USA	New York law and controlling United States federal law	New York City, New York, USA
Australia or New Zealand	Spryker Systems Australia Pty Ltd. Level 6, 8 Spring Street, Sydney NSW 2000, AUSTRALIA	New South Wales, AUSTRALIA	Sydney, New South Wales, AUSTRALIA
Any other country	Spryker Systems GmbH Heidestraße 9-10, 10557 Berlin, GERMANY	Germany	Hamburg, GERMANY

18.3 Such applicable law shall apply to the Parts of Arrangement to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG).

18.4 Except as otherwise specified herein, all notices, permissions and approvals hereunder will be in writing and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii) except for notices of termination or an indemnifiable claim, which shall clearly be identifiable as legal notices, the day of sending by email. Notices to Solution Partner shall be addressed to the contact designated by Solution Partner. Notices to Spryker that are not legal notices shall be addressed to the entity Solution Partner is contracting with, as described above, and to the attention of the Spryker Partner Manager.

19. Final Provisions

19.1 “**Feedback**” shall mean any input, suggestion, enhancement request, recommendation and/or correction regarding Spryker Software Products and services, including changes or suggested changes to Spryker’s current or future services. Notwithstanding anything that Solution Partner may note or state in connection with providing Feedback, all Feedback provided by the Customer shall not be considered Confidential Information and shall be received and treated by Spryker, in its sole discretion, on a non-confidential and unrestricted basis.

19.2 Solution Partner hereby grants Spryker and its Affiliated Companies a worldwide irrevocable, perpetual, fully paid right, to use, distribute, disclose, and make and incorporate into its Services any Feedback provided by Solution Partner relating to the operation of the Spryker Software Products and services.

20. Non-Impediment

20.1 The parts of the arrangements are signed on a non-exclusive basis and, therefore, the Parties are free to enter into similar agreements with third parties or any other type of agreement with the same purpose and object similar.

20.2 Nothing in the parts of the arrangements shall be construed as precluding or limiting in any way the right of Spryker to provide services of any kind to any individual or entity, including without limitation performing services or developing materials which are similar to and/or competitive with the expert services hereunder.

21. Local Law Requirements

21.1 In case a Solution Partner is domiciled in a certain country, following local law requirements shall apply:

France

In the event of any conflict between any statutory law in France applicable to Solution Partner or these SP Global Program T&C, the applicable statutory law shall prevail.

Germany

Clauses 9.2 and 9.3 are replaced by the following provisions:

9.2 The Parties shall be liable without limitation for

- (a) willful intent and gross negligence (including on the part of their legal representatives or vicarious agents);
- (b) damage due to injury to life, body or health (including damage caused by their legal representatives or vicarious agents);
- (c) intent to deceive (including on the part of their legal representatives or vicarious agents);
- (d) a quality they have warranted;
- (e) any other liability that cannot be legally excluded or limited, including under the German Product Liability Law (*Produkthaftungsgesetz*).

9.3 If Spryker or one of its legal representatives or vicarious agents violates through slight negligence (*leichte Fahrlässigkeit*) an obligation whose fulfillment is vital to enable proper implementation of the Parts of Arrangement ("**Cardinal Obligation**") (*Kardinalpflicht*), Spryker shall be liable up limited to foreseeable damage typical for the Parts of Arrangement. Unless Spryker is liable in accordance with the provisions on unlimited liability above, in no event shall the aggregate liability of Spryker together with all of its Affiliated Companies arising out of or related to this Parts of Arrangement exceed the fees paid by Solution Partner in the twelve (12) months preceding the first incident out of which the liability arose. In all other respects, any liability of Spryker for damage caused by slight negligence shall be excluded.

Italy

To the extent that Solution Partner is obligated to pay any fees under the SP Global Program Agreement to Spryker, the Parties acknowledge that any invoices under also are to be submitted electronically by Spryker in accordance with "Electronic Invoicing" section through the Agenzia delle Entrate's Exchange System (SDI) and any delay due shall not affect the payment term for such invoice. Solution Partner shall be responsible for providing complete and accurate billing and contact information to Spryker and shall notify Spryker of any changes to such information. The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Solution Partner shall provide to Spryker at least the following information in writing: Solution Partner's full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information needed. In any event, the Parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Solution Partner of incorrect or insufficient invoicing information preventing (a) Spryker to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires Spryker to issue an invoice again, shall not result in an extension of the payment term applicable to such invoice, and such term shall still be calculated from the date of the original invoice. Spryker reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein. If subject to the so-called "split payment" regime, Solution Partner shall be exclusively responsible for payment of any VAT amount due, provided that Solution Partner shall confirm to Spryker the applicability of such regime and, if applicable, Solution Partner shall provide proof of such VAT payment to Spryker.

Spain

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In the event of any conflict between any statutory law in Spain applicable to Solution Partner, and these T&C, the applicable statutory law shall prevail.

22. Final Provisions

- 22.1 All arrangements modifying, supplementing or concretizing the Parts of Arrangement, and any warranties or understandings, must be agreed in writing. Text form shall not satisfy this requirement for written form. Such agreements as stated above can be made by the Parties using the *DocuSign* application, in which case they shall satisfy the requirements specified in Sentence 1 of this Clause.
- 22.2 If a provision of any part of the arrangement is or becomes invalid, this shall not affect the validity of the other provisions. In such a case, the Parties undertake to agree a valid arrangement that corresponds as closely as possible to the intended economic purpose of the invalid provision. The same shall apply mutatis mutandis to any gaps in the Parts of Arrangement.
- 22.3 The parts of the arrangement can be concluded by signing via DocuSign or another e-signature tool, in any number of copies, which all together constitute one and the same contractual system. Each Party can conclude the Parts of Arrangement by signing such a counterpart.
- 22.4 The parts of the arrangement comprises all arrangements between the Parties relating to the content and shall supersede all earlier agreements on the subject matter.
- 22.5 Solution Partner may not assign rights or obligations under the parts of the arrangement to a third party without Spryker's written consent.
- 22.6 General terms and conditions of Solution Partner shall not apply. Differing, conflicting or additional general terms and conditions of Solution Partner shall become part of the parts of the arrangement only and insofar as Spryker has explicitly agreed in writing that they are to apply. This requirement for Spryker's consent shall also apply if Spryker accepts Solution Partner's payments without reservation in awareness of Solution Partner's general terms and conditions.

23. Glossary of Definitions

Terms in capital letters used herein shall have the meaning defined here for the purpose of this Spryker SP Global Program:

"Add-On"	extends the Spryker Software Products with optional modules developed by Solution Partner, whereby it is installed on top of the Spryker Software Products and can be uninstalled at any time without affecting it.
"Accession and Adherence Letter"	has the meaning ascribed in the SP Global Program Agreement.
"Affiliated Company"	means an entity that directly or indirectly controls, is, controlled by, or is under common control with another entity, where control means the direct or indirect ownership of 50% or more of the voting power or equity in an entity or de facto control by an entity of another entity's decision making.
"ARR"	means annual recurring revenue.
"Bug Fix"	means a change to a Spryker Software Product designed to handle a programming bug/glitch and is also known as temporary fix.
"Beneficiary"	means the member of the Spryker SP Global Program entitled to an SSC Scheme Incentive.
"Cardinal Obligations"	are all duties whose breach would jeopardize the achievement of the purpose the Parts of Arrangement as well as all duties whose fulfillment enables the Parties' proper performance under the Parts of Arrangement in the first place and on compliance with which the Parties can generally rely;
"Confidential Information"	has the meaning ascribed in Clause 15.1.
"Dispute"	has the meaning ascribed in Clause 18.1.

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“Effective Date”	denotes the date as of which the Spryker SP Global Program applies as specified on page 1 of the SP Global Program Agreement.
“Event Activity”	has the meaning ascribed in Clause 5.4.
“Extension”	of the Spryker Software Products by the Spryker Customer, or by a third party on behalf of the Customer, denotes the extension of modules beyond the documented APIs, such as by overwriting internal classes or manipulating the database schema used by the core code.
“Force Majeure”	has the meaning ascribed in Clause 17.1.
“FOSS Components”	has the meaning ascribed in Clause 8.4.
“General Terms and Conditions for Participation in the Spryker Solution Partner Global Program”	means these terms and conditions.
“Insolvency Event”	is such in accordance with the provisions of the German Insolvency Code (<i>InsO</i>) or such in a comparable form according to the statutory provisions of any foreign jurisdiction.
“Lead”	means a person or legal entity who/which may potentially become a Spryker Customer.
“Lead Conversion Conditions”	has the meaning ascribed in the SP Global Program Agreement.
“Marketing Activities”	has the meaning ascribed in Clause 5.5.
“MDF”	means the marketing development fund set up by Spryker for the purpose the Spryker SP Global Program.
“MDF Account”	has the meaning ascribed in the SP Global Program Agreement.
“MDF Reimbursement”	has the meaning ascribed in the SP Global Program Agreement.
“Non-Converted Lead”	has the meaning ascribed in the SP Global Program Agreement.
“Parts of Arrangement”	has the meaning ascribed on page 1.
“Patch”	A patch release by Spryker is a patch if the internal API of a module is not changed – therefore, all internal method signatures are not affected, and there is no change in the call history or behavior of a method. A Patch Release can also trigger an improvement of a function (e.g. an increase in performance).
“Permitted Usage of MDF“	has the meaning ascribed in the SP Global Program Agreement.
“Permitted Usage of MDF”	has the meaning ascribed in the SP Global Program Agreement.
“Prohibition on Solicitation”	has the meaning ascribed in Clause 13.1.
“Provisional Solution”	has the meaning ascribed in Clause 17.2.
“QBR Meeting”	means quarterly business review meetings held jointly by the Parties.
“Registered Opportunity Form”	means an input mask on the Portal’s website (https://partners.spryker.com/s/register-your-deal), which can be used to submit a Lead.
“Spryker Software Products”	means individually or jointly the Spryker Commerce OS (“ SCOS ”, Spryker’s legacy On-Premise Solution), the Spryker Cloud Commerce OS (“ SCCOS ”, provisioned as

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	PaaS+ cloud solution) and complementing add-ons (“ SCCOS Add-Ons ”) as described in the Spryker Services Description (“ SSD ”, available at https://spryker.com/ssd/).
“Solicitation”	has the meaning ascribed in Clause 13.1.
“Solution Partner”	has the meaning ascribed on page 1.
“SP Global Program Agreement”	has the meaning ascribed in the SP Global Program Agreement.
“Spryker”	has the meaning ascribed on page 1.
“Spryker Academy Terms and Conditions”	has the meaning ascribed in the Preamble.
“Spryker Cloud Commerce OS”	has the meaning ascribed in the Preamble.
“Spryker Customer”	has the meaning ascribed in the SP Global Program Agreement.
“Spryker Partner Badge”	has the meaning ascribed in Clause 4.7.
“Spryker Partner Manager”	means a representative at Spryker responsible for Solution Partner related activities.
“Spryker Sales Manager”	means a representative at Spryker responsible for sales related activities.
“Spryker SP Global Program”	has the meaning ascribed in the SP Global Program Agreement.
“Spryker Success Enabling Services”	means Spryker Value Engineering Services and/or Spryker Expert Consulting Services (both as defined and set out in the Spryker Services Description, available at https://spryker.com/partner-services-description/), individually or jointly.
“SSC Scheme Incentive Entitlement”	has the meaning ascribed in the SP Global Program Agreement.
“SQL”	means a sales qualified lead.
“Successful Converted Lead”	has the meaning ascribed in the SP Global Program Agreement.
“TDF”	means the training development fund set up by Spryker for the purpose of the Spryker SP Global Program.
“TDF Account”	has the meaning ascribed in the SP Global Program Agreement.
“TDF Reimbursement”	has the meaning ascribed in the SP Global Program Agreement.
“Term”	has the meaning ascribed in Clause 12.1.
“Total SSC Scheme Incentive Entitlement Split”	has the meaning ascribed in the SP Global Program Agreement.
“Training & Enablement Program”	has the meaning ascribed in Clause 6.2.
“Update”	means changes to the Spryker Software Products and its modules which extend their functionality, which can be included in all of versions, i.e. Patches and Minor and Major Releases.