
CHANNEL PARTNER AGREEMENT/RESELLER AGREEMENT
For Purchase of Services

This Channel Partner Agreement/Reseller Agreement general terms and conditions (“General Terms”) are part of the agreement (the “Agreement”) between Park Place Technologies (“PPT”) and the party serving as a channel partner or reseller of PPT services (“Partner”) that includes the following, all of which are deemed incorporated by this reference: these General Terms; Order Schedules and/or Statements of Work (“Order/SOW”) issued by PPT and accepted by Partner; Service Descriptions; and other terms expressly referenced in the foregoing. In the event of a conflict between these General Terms and the Order/SOW, the Order/SOW will control.

1. Defined Terms. The following definitions apply for purposes of this Agreement, “Effective Date” means the date of acceptance by Partner of the Order/SOW. “Services” has the meaning set forth in the Order/SOW. “Maintenance Services” means Services that are delineated as hardware maintenance services in an Order Schedule. “Covered Equipment” means Partner equipment identified in an Order Schedule for Maintenance Services. All capitalized terms used herein and not defined in these General Terms will have the meaning given to them in other parts of the Agreement.
2. Term. The term of the Agreement (the “Term”) commences on the Effective Date and terminates upon completion of the Services as provided in the Order/SOW.
3. Maintenance Service Modifications and Equipment-Specific Limitations. Partner may remove individual Maintenance Services or Covered Equipment from an Order Schedule by giving ninety (90) days prior written notice to PPT. Credits resulting from Maintenance Service or Covered Equipment removal will pro-rated based from the effective removal

date based on a 30-day month. The document “Equipment-Specific Service Limitations” located at <https://www.parkplacetechnologies.com/contracts/> sets forth certain limitations and disclaimers on Maintenance Services for identified equipment, and the same is deemed part of the Agreement.

4. Fees. Unless otherwise provided in the Order Schedule, all fees are invoiced annually in advance and are payable on net thirty (30) day terms. In the event fees are not timely paid, PPT may (a) accelerate and demand payment in full of all amounts due, including any subsequent installment payments, and/or (b) suspend or terminate Services.
5. Partner Compliance. Partner will comply with all applicable laws and regulations. Partner is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Partner is not on any similar banned or sanctioned parties list of a non-U.S. jurisdiction. Partner will not access or use Services in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition. Partner has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with the Agreement. If Partner learns of any violation of the above restrictions, Partner will promptly notify PPT. Partner represents that it has all requisite ownership, license or other rights required for PPT to perform the Services without infringing rights of third parties. PPT is fully committed to the respect of internationally recognized human rights worldwide; Partner acknowledges that it will not use any products, services, and technology procured

from PPT nor allow such products, services, and technology to be used for the violation of human rights.

6. Limited Warranty and Limitation of Liabilities.

a. PPT warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. THE WARRANTIES IN THIS SUBSECTION ARE THE SOLE WARRANTIES OF PPT AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. PPT'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THE AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES CAUSED SOLELY BY PPT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF WARRANTY OR BREACH OF CONTRACT. THE PARTNER'S EXCLUSIVE REMEDY FOR ANY SUCH CLAIM WILL NOT EXCEED THE FEES PAID BY PARTNER UNDER THE APPLICABLE ORDER/SOW DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF CLAIM. IN NO EVENT WILL PPT BE LIABLE FOR LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGES.

c. No legal action arising under the Agreement may be brought by Partner against PPT later than one (1) year after the claim arises.

7. Indemnification. PPT will defend, indemnify and hold Partner harmless from and against any liability, loss, damage, cost and expense

(including without limitation reasonable attorneys' fees) suffered as a result of any third-party claim, demand, action or suit made or raised against Partner by reason of PPT's infringement of any patent, trade secret, trademark, copyright or any other intellectual property right of any third party in relation to the Services. This commitment is conditioned upon Partner (i) providing PPT with prompt written notice of the claim; (ii) giving PPT sole control of the defense to the claim including settlement negotiations if any; and (iii) providing at PPT's costs reasonable cooperation in the defense against the claim. PPT shall have no obligation under this paragraph 7 if the alleged infringement arises from PPT's compliance with Partner equipment specifications or actions or uses by Partner.

8. Insurance. PPT will maintain during the Term insurance with insurers of recognized financial responsibility against such losses and risks as are customary in connection with the provision of the Services and PPT's business. Upon request, PPT will deliver to Partner a certificate of insurance evidencing the same.

9. Data Protection. In connection with the Services and the Agreement, PPT will not access or otherwise process any personal identifiable information (meaning information relating to identified or identifiable natural persons), other than the names and contact details of individuals employed or engaged by Partner to the extent necessary to provide the Services and administer the Agreement. In so doing, PPT will act as an autonomous data controller, and hereby undertakes to comply with all obligations applicable to PPT as a data controller under Regulation (EU) 2016/679 (General Data Protection Regulation) and other data protection laws regarding the safeguarding and lawful processing of personal data, to the extent applicable. The Client Information Notice, available at [LEGPOL026-Information-Notice-pursuant-to-art-13-of-EU-Regulation-2016-](#)

679.pdf (parkplacetechnologies.com) and deemed incorporated into these General Terms, includes additional information on PPT's processing activities in its capacity as an autonomous data controller. If Partner and PPT enter into a data processing agreement, that agreement will supersede the provisions of this paragraph 9.

10. Confidentiality. "Confidential Information" is written or electronic information provided by one party to the other which is marked as confidential or which the receiving party knows or should know is confidential or proprietary. The receiving party agrees not to use Confidential Information of the other party except in the performance of the Agreement or the Services. The receiving party will treat Confidential Information of the other party in the same manner as it treats its own Confidential Information and will use commercially reasonable efforts to protect the confidentiality of such Confidential Information. The obligation to keep information confidential does not apply to any information that has been disclosed in publicly available sources or is in the rightful possession of the receiving party without an obligation of confidentiality. In the event the receiving party is required to disclose Confidential Information by court order or operation of law, the receiving party will provide notice to the disclosing party prior to the required disclosure. The confidentiality obligations in this paragraph 9 apply during the Term and for a period of two (2) years expiration. The parties will return or destroy Confidential Information of the other upon request.

11. General.

- a. Amendment. The Agreement may not be changed, modified, or amended except in writing signed by both parties, and any such change, modification or amendment must expressly reference the Agreement.
- b. Entire Agreement. The Agreement contains the entire understanding of the

parties with respect to the subject matter hereof and supersedes all prior agreements between the parties. The Parties specifically agree that the Agreement supersedes, and render voids, any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document not expressly referenced in the Agreement and incorporated as part of the Agreement.

- c. Termination for Breach. Either party may terminate an Order/SOW by written notice to the other Party upon a material breach by the other party of obligations under the Agreement.
- d. No Implied Waivers. The failure of either party at any time to require performance by the other of any provision herein will not affect the right of such party to require performance at any time thereafter, nor will the failure of either party to take action regarding a breach of any provision of the Agreement be taken or held to be a waiver of the provision itself.
- e. Governing Law and Dispute Resolution. The Agreement is governed by (a) if the PPT party is Park Place Technologies, LLC, the laws of the State of Ohio, and (b) otherwise, the commercial laws of the jurisdiction of the PPT entity identified on the applicable Order/SOW. In the event of any controversy or claim arising out of or relating to the Services or the Agreement, the parties agree to first consult with each other and, recognizing their mutual interests, attempt to reach a satisfactory resolution. If they do not reach a resolution within a period of sixty (60) days, then, upon notice by a party to the other, unresolved controversies or claims will be finally settled by arbitration (i) if in the U.S., in Cleveland, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association and applying the governing law stated above, and (ii) if outside of the U.S., in the nearest principal business location of PPT, under the Rules of Arbitration of the

International Chamber of Commerce and applying the governing law stated above, in either case by one arbitrator appointed in accordance with the applicable rules. The language of the arbitration will be English. The judgment on the award rendered by the arbitrator will be binding and may be entered in any court having jurisdiction thereof.

- f. Force Majeure. Neither party will be liable for failure to fulfill its obligation under the Agreement if such failure is due to causes beyond a party's reasonable control, including, but not limited to, acts of God, pandemics, epidemics, or other widespread health impairments, government advisements or orders, including but not limited to, travel and movement restrictions or border closings, acts of terrorism, war or acts of war, man-made or natural disasters, connectivity disruptions, material shortages, strikes, delays in transportation or other force majeure event. The time for performance of any such obligation will be extended by the period lost due to such cause, with PPT agreeing to restore Services as soon as it reasonably is able to do so.
- g. Severability; Headings. Any provision of the Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions of the Agreement. The headings used in the Agreement are for the convenience only and will not affect the interpretation of the Agreement.
- h. Notice. For purposes of this Agreement, notice to PPT will be in writing and addressed to Park Place Technologies at the address set forth on the Order/SOW

or 5910 Landerbrook Drive, Mayfield Heights, OH 44124-6500, USA, Attention: Office of General Counsel. Notice to Partner will be given in writing, addressed to Partner at the address set forth in the Order/SOW. Notice will be deemed given at the time it is delivered or presented for delivery to the addressee. Electronic notices are permitted in lieu of the above with the consent of the addressee.

12. Non-Exclusive Appointment. The rights of Partner under the Agreement are non-exclusive.
13. Non-Solicitation. Partner acknowledges and agrees that during the Term and for twelve (12) months after termination of the Agreement, it will not hire or solicit to hire any of PPT's employees, contractors, or agents directly servicing Partner during the prior twelve (12) months without PPT's prior written consent, excluding solicitation or hiring by means of general employment advertising or postings.