



AppXite Platform & Service Agreement

**Company Details:**

**SIA AppXite**

Registration No. 40003843899

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**This AppXite Platform & Services Agreement** is entered into, effective as of \_\_\_\_\_, by and between, **SIA "AppXite"**, company registration number: 40003843899, having its registered address at Matrožu street 15, Riga, LV-1048, Latvia, hereinafter referred to as **"AppXite"**, and

\_\_\_\_\_, company registration number: \_\_\_\_\_, VAT number: \_\_\_\_\_, having its registered address at \_\_\_\_\_, hereinafter referred to as the **"Partner"**.

## 1. DEFINITIONS AND INTERPRETATIONS

- a) **"Agreement"** means this AppXite Platform and Service Agreement, including all the annexes attached hereto, and any other documents incorporated herein by reference, and all modification or amendments made by the Parties to the extent permitted by the applicable provisions thereof;
- b) **"Applicable law"** means any applicable legislative act, statute, law, rule, regulation or directive of any governmental authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect;
- c) **"Confidential Information"** means all information furnished, whether orally, in writing, electronically or in other tangible form, and identified as confidential or proprietary at the time of disclosure or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature, including but not limited to, information that is related to:
  - a) business plans or operations;
  - b) research and development or investigations;
  - c) fact and results of any incident;
  - d) properties, employees, finances, operations;
  - e) software or/and related documentation, including third-party software and/or related documentation including: (i) computer software (object and source codes), programming techniques and programming concepts, web platforms, processing methods, system designs; and (ii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to such software;
  - f) services offerings, content, partners, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies.

Confidential Information shall not include any information that the receiving Party can demonstrate by its written records:

- a) was known to it prior to its disclosure hereunder by the Disclosing Party;
- b) becomes known through no wrongful act of the Receiving Party;
- c) has been rightfully received from a third party authorized to make such a disclosure;
- d) is independently developed by the Receiving Party;
- e) has been approved for release with the Disclosing Party's prior written authorization;
- f) has been disclosed by court order or as otherwise required by law.

- d) **"Disclosing Party"** means the Party that discloses Confidential Information, directly or indirectly to the Receiving Party under this Agreement;
- e) **"Documentation"** means all documents, policies, procedures, programs, requirements, and/or information that pertain to the Platform and/or Services, including but not limited to, the AppXite Platform User Manual, Billing Manual, Service Description, Support Service Description. AppXite may update or modify the Documentation from time to time, by providing a notice to the Partner or by updating its knowledge base accessible via <https://support.appxite.com/hc/>. Knowledge Base will, at all times, contain the relevant information related to the Platform and Services. Under no circumstances, the changes to the Documentation will result in a material reduction in the level of performance or availability of the Platform and/or Services for the duration of Subscription Term hereof;
- f) **"Data Protection Law"** means European Union General Data Protection Regulation (hereinafter referred to as "GDPR") or other EU legislation that may be promulgated from time to time, any national or internationally binding data protection laws or regulations applicable at any time during the term of this Agreement. **"Data Protection Law"** includes any binding guidance, opinions or decisions of regulatory bodies, courts or other bodies, as applicable, as well as the forthcoming European Regulation concerning the respect for private life and the protection of personal data in electronic communications and repealing Directive 2002/58/EC (Regulation on Privacy and Electronic Communications).
- g) **"End-User"** means a user who has registered or was invited by Partner or AppXite to use the Platform and/or Service(s);
- h) **"Intellectual Property"** means intellectual property rights (including, but not limited to, patents, patent applications, trade secrets, trademarks, trade names, service marks, logos, moral rights, or any other copyrights inherent thereunder, along with any registrations and applications to register, as applicable) in tangible and intangible materials or information which may be continually under development, modification or improvement, including, but not limited to, software, source code, object code, routines, tools, documentation, methodologies, techniques, algorithms, inventions, ideas, databases, and know-how;
- i) **"Onboarding Checklist"** means a checklist filled in by a Partner and used for configuring the Platform by AppXite;
- j) **"Onboarding"** the process for configuring a Platform for a Partner as described in the sub-clause 2.7 of this Agreement.
- k) **"Order Form"** means the document for ordering Platform and/or Services that contains information about fees, order description and subscription term;
- l) **"Partner Data"** means all materials provided by a Partner to AppXite hereunder, including, but not limited to, data, text, graphics, or materials generated in any form or media;
- m) **"Partner"** means entity authorized to use the Platform in accordance to this Agreement and to whom the Services are provided;
- n) **"Platform"** means the cloud commerce platform owned by AppXite and provided to Partner as a white-label platform. The Platform is designed for sales, subscription and recurring billing management and enables Partner to market Products to various re-sellers and/or customers via Platform;
- o) **"Product"** means a product subscription, including but not limited to, subscription for (i) software as a service; (ii) managed services; (iii) support; or (iv) other IT services accessible via Platform;
- p) **"Receiving Party"** means the Party that receives Confidential Information, directly or indirectly, from the Disclosing Party under this Agreement;
- q) **"SKU Builder"** means offer configuration and management tool used by a Partner to add its Product(s) to the Platform;

- r) **"Subscription Date"** means the date in which the Partner has subscribed for the Platform and/or Service by executing the Order Form and thereby accepting this Agreement;
- s) **"Subscription Term"** means the subscription period for the Platform and/or Service specified in the Order Form;
- t) **"Subscription"** means the right to use the Platform and/or Service for the duration of the Subscription Term;
- u) **"Vendor"** means the (i) third party supplier of Products (ii) Partner selling its own Products via Platform;
- v) **"Party"** means AppXite or Partner as the context requires, **"Parties"** shall be construed accordingly;
- w) **"Services"** means those services outlined in the Order Form or otherwise agreed between Parties, including, but not limited to, support services, white label billing and other services AppXite makes available to Partner from time to time.

## 2. APPXITE PLATFORM

- 2.1. **Scope of License.** AppXite grants Partner a limited, non-exclusive, non-transferable, and revocable license, for a Subscription Term, to use the Platform in accordance with this Agreement and applicable Documentation.
- 2.2. **Branding.** The Platform will be provided as a white-label platform, branded under the Partner's name, and accessible via URL designated by the Partner.
- 2.3. **Platform Functionality.** AppXite will ensure Platform functionality and availability in accordance with the *AppXite Platform Service Description*. For support inquiries please contact [support@appxite.com](mailto:support@appxite.com).
- 2.4. **Future Functionality.** AppXite will incorporate new functionality into the Platform as reasonably expected from the white-label cloud commerce platform provider. Without prejudice to the foregoing, some of the updates, addons, or enhancements will be available exclusively in *Advanced and Enterprise* tiers. Partner may request AppXite to customize the Platform by developing additional functionality and building custom components. Such requested functionality will be added in accordance with the separate order form executed by the Parties.
- 2.5. **Adding End-Users.** The Partner is entitled to authorize End-Users to access and use the Platform. Partner owns all relationship with its End-Users. Unless an End-User is from a Partner's organization, that End-User is permitted to use the Platform only based the agreement between the Partner and End-User which governs use of the Platform. Such agreement must include Acceptable Use Policy that contains identical or similar restrictions as stipulated in the sub-clause 5.2 of the Agreement.
- 2.6. **Third party service providers.** Partner acknowledges and agrees that Platform may be interlinked with a third-party services and products, such as Microsoft Azure. AppXite will reflect such third-party Services in the Documentation. AppXite disclaims any warranty or representation on the availability of such third-party services and products.
- 2.7. **Onboarding.** AppXite will make Platform available to the Partner upon completion of the onboarding process as follows:
  - a) Partner shall provide completed Onboarding Checklist to AppXite;
  - b) AppXite will review and verify Onboarding Checklist and configure the Platform based on data provided in the Onboarding Checklist;

- c) When the Platform is configured, the Partner will be provided with a Platform account. Upon enablement of this account, the Partner will have 5 (five) days to test the Platform. Should there be any defects or inconsistencies with the Onboarding Checklist, the Partner must notify AppXite. Then, the Parties shall cooperate in fixing any such defects or inconsistencies.
- d) Thereafter, AppXite shall use reasonable commercial efforts to configure the Platform to be accessible via URL as designated by the Partner. The Partner shall be deemed to have accepted the Platform if (i) the Partner notifies AppXite that all information provided in the Platform along with the Partner customization is correct; (ii) the Partner does not notify Partner of defects within such 5 (five) day period, whichever occurs first.

### 3. SERVICES

- 3.1. **Services.** In consideration of the payment of Fees to AppXite, AppXite will provide Services to Partner as outlined in the Order Form and in accordance with the applicable Documentation.
- 3.2. **Additional Services.** AppXite may provide Partner with additional services, from time to time, as mutually agreed between Parties in writing.

### 4. PARTNER PROGRAM

- 4.1. **Direct Sales Model.** Upon completion of Onboarding, a Partner may purchase Products via the Platform directly from the available Vendors and re-sell such Products to customers, or other resellers, in accordance with Vendor specific terms related to the respective Product/Vendor (if any).
- 4.2. **Indirect Sales Model.** Partner may use AppXite's distribution channel for purchasing Products from AppXite and marketing such Products to end-customers. Purchasing Products from AppXite and its subsequent re-sale shall be governed by the Reseller Agreement and Vendor specific terms associated with the respective Product (if any).
- 4.3. **Direct Vendor Model.** A Partner may add its own Product offers into its Platform by using *SKU Builder* as described in the Documentation. Subsequently, Partner may re-sell its Products to other resellers and/or customers.
- 4.4. **Indirect Vendor Model.** A Partner may request AppXite to onboard its product and grant AppXite a distributor's license by entering into the *Sales Solution Agreement*. Thereby, the Partner's offers will be available to other resellers via the AppXite platform. The Platform is not a prerequisite for the use of this model, hence, unless otherwise agreed, should the Partner solely use the indirect vendor model as described in this section, AppXite will not provide that Partner with a Platform. In this case, there will not be any Platform Fees. The Partner shall have all rights, licenses, and permits for a Product to be added to the Platform in accordance with this section. Partner shall notify AppXite without undue delay if Partner is no longer entitled to sell the Products.

### 5. RESPONSIBILITIES AND UNDERTAKINGS

- 5.1. **System Compliance.** Partner shall be responsible for its computer hardware and software required to access the Platform and Services.

- 5.2. **Acceptable Use Policy.** In addition to the terms outlined in the applicable Documentation, Partner shall not: (i) use, or misuse the Platform in any way which may impair its functionality or impair the ability of any user to use the Platform; (ii) modify, copy or create any derivative works based on the Platform and/or Services; (iii) license, sublicense, sell, resell, lease, transfer, assign, or otherwise make the Platform, Services and/or Documentation available to any third party other than to parties as permitted herein; (iv) reverse engineer or decompile any portion of the Platform and/or Services; (v) access Platform, Services or use the Documentation in order to build a similar product or competitive services; (vi) use Platform or Service to receive, transmit, host or otherwise process any material that is menacing, of a junk-mail or spam-like nature, illegal, obscene, threatening, defamatory, discriminatory, or in violation of any Applicable Law to which the use of the Platform or Service is subject.
- 5.3. **Responsibility for the Platform.** The Partner acknowledges that the Partner is solely responsible for the operations conducted via its white-label Platform. Therefore, the Partner is solely responsible for ensuring that the Platform is operated in accordance with Applicable Laws.
- 5.4. **Timely assistance.** The Partner acknowledges that AppXite's ability to provide the Platform is dependent upon timely assistance and information provided by the Partner. For avoidance of doubt, AppXite shall not be liable for failure or delay in performing its obligations to the extent such failure or delay arises from Partner's failure to provide such information/assistance. AppXite will notify the Partner when and if it believes there is insufficient information required by AppXite to configure the Platform.

## 6. PRICES AND PAYMENT TERMS

- 6.1. **Fees.** Platform fees and Service fees ("**Fees**") are set forth in the Order Form and, unless otherwise stated, will be calculated as of Subscription Date. AppXite reserves the right to change prices for Platform and/or Services by providing Partner with a 60 (sixty) days' written notice before new prices are in effect.
- 6.2. **Invoicing.** Unless stated otherwise, AppXite will invoice the Partner once per month.
- 6.3. **Electronic Invoice.** All invoices shall be issued by AppXite and sent to the Partner's billing email address indicated in the Order Form or other form provided by AppXite. In case of change of billing details, Partner shall provide new billing details to AppXite in a timely manner.
- 6.4. **Payment Terms.** All Fees are due within 30 (thirty) calendar days from the invoice day.
- 6.5. **Currency.** Unless stated otherwise, all fees are stated and paid in EUR.
- 6.6. **Out of pocket expenses.** The Partner will reimburse AppXite for reasonable, out-of-pocket travel, and related expenses incurred in performing Services. AppXite shall notify Partner prior to incurring any such expense.
- 6.7. **Taxes.** All fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature associated with the Platform or any Service.
- 6.8. **Contractual Penalty.** For each non-performance of the payment obligations by a Partner, that Partner shall, in addition to any other remedies under the Applicable Law, pay to AppXite an immediately due and payable penalty of 50 EUR. This Penalty shall be calculated with respect to each overdue invoice and shall be imposed every time AppXite sends the Partner a notice of an overdue account. AppXite is entitled to send to Partner up to 4 (four) notices per month. This Penalty is used to reimburse AppXite for expenses associated with the collection of accounts receivable and is limited to the total Fees owed by the Partner.
- 6.9. **Late Interest.** AppXite reserves the right to charge interest to the Partner on any amount of fees which are not paid on the due date. Interest may be charged from the date such payments fail due at the rate of 1.5 % per month or



the highest rate allowed under the Applicable Law until paid. Interest shall accrue daily from the due date until payment of the overdue amount, together with interest.

- 6.10. **Transfer of Funds.** All payments under this Agreement shall be paid via wire transfer and shall not be reduced by any wire transfer fee, bank processing fee, or other fee pertaining to the rendering of payment.

## 7. WARRANTIES

- 7.1. **General Warranties.** AppXite warrants that Platform and Services will be provided in accordance with *Best Industry Practices* and will materially comply with applicable Documentation. The warranties in this section shall not apply to the extent of any non-conformance caused by use of the Platform and/or Services contrary to the AppXite's instructions or applicable Documentation. In the event a Partner reasonably believes that AppXite violated the warranties described in this section, that Partner must notify AppXite. Then, AppXite shall take reasonable efforts to correct any errors or defects. Notwithstanding the foregoing, Should the AppXite breach the warranties set out in this section, AppXite will, at its own discretion, either use reasonable commercial endeavours to correct such non-conformities promptly, or provide the Partner with the substitute services/product that have equivalent or better performance and function than the relevant Platform/Service, or terminate the Agreement and refund the relevant Fees for the period in which the Platform/Service(s) did not materially conform to the applicable Documentation.
- 7.2. **Substitute Services.** If AppXite, having a legitimate reason, is no longer able to provide any Service, Platform feature, or any combination thereof, AppXite may substitute another service in its place. The substituted service will be available for the remaining Subscription Term and will have equivalent or better performance and function and will be provided at no additional cost to the Partner.

## 8. SUSPENSION OF SERVICES

- 8.1. **Suspension.** AppXite is entitled to suspend access to the Platform and/or Services at its discretion if:
- 8.1.1. AppXite reasonably suspects that Partner's use of Platform and/or Services infringe third-party intellectual property rights;
  - 8.1.2. A Partner breaches any material provision of the Agreement. For the purposes of this Agreement, material provision shall include breaches of any provision set forth in Article 6 – Prices and Payment Terms; Article 11 – Intellectual Property Rights; Article 13 – Confidentiality or Data Processing Agreement.
  - 8.1.3. AppXite reasonably believes that suspension of the Platform and/or Services is required to protect AppXite's or any third-party system;
  - 8.1.4. AppXite suspends the Platform and/or Services in accordance with the Applicable Law.
- 8.2. **Suspension of Product.** AppXite is entitled to suspend any Partner's Products at its own discretion, at any time, and without notice, if AppXite reasonably suspects that a Product is causing operational, legal, financial or security risk to AppXite or any third-party.
- 8.3. **Conditions for Suspension.** AppXite shall use its best efforts to give the notice of suspension to the Partner at least 24 (twenty-four) hours before suspension takes place, unless AppXite determines in reasonable commercial judgement that a suspension on a shorter notice is necessary to protect AppXite or any third party from operational, legal, financial or security risk. Should the Platform and/or Services be suspended due to the sub-clause 8.1.4., AppXite shall notify the Partner without undue delay specifying, in particular, the law or regulation under which suspension of the Platform and/or relevant Service is required, unless such notification is prohibited under the

Applicable Law. Without prejudice to the foregoing, AppXite may charge Partner for the reasonable reinstatement fee upon reinstatement of the Services.

## 9. LIMITATION OF LIABILITY

- 9.1. In no event shall either Party be liable for any indirect, incidental, or consequential loss/damage suffered by the other Party, arising from or in any way connected with this Agreement.
- 9.2. AppXite's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Partner up to 75% of the amounts paid for the Platform or relevant Service which is subject to the claim. In case of recurring fees, up to 12-month fees shall apply.

## 10. INDEMNIFICATION

- 10.1. **AppXite Indemnification.** AppXite shall indemnify, defend, and hold the Partner harmless against any claim, lawsuit, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of, or in connection with, claims that Platform infringes the Intellectual Property of any third party.
- 10.2. **Partner Indemnification.** Partner shall indemnify and hold AppXite harmless against any claim, lawsuit, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments, or settlement amounts arising out of, or in connection with, (i) the Partner's use of the Platform and/or Services contrary to the Documentation; (ii) a Partner's (or End-User's) operations in the Platform; (iii) a Partner's failure to obtain legal basis for data processing by AppXite. (iii) a Partner's infringement of third-party intellectual property rights by adding and selling any Product in accordance with the Section 4 of this Agreement.
- 10.3. Indemnifying party shall have sole control of the defence, all related settlement negotiations, and a complete information required for that Party to conduct and settle the negotiations and/or litigation.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. **Ownership.** AppXite, its vendors and licensors retain all rights, title, and interest in and to the Platform, Services and Documentation, including without limitation all software, virtual machines and other technology used to provide the Platform or Services and all logos and trademarks reproduced through the Platform and Service, and this Agreement does not grant Partner any intellectual property rights associated with the Platform or/and Service or any of its components. This ownership shall apply to all copies and portions of these items, and all improvements, enhancements and derivative works to these items.
- 11.2. **Modifications.** Nothing in this Agreement prohibits AppXite and/or its suppliers to modify, amend and in any way, change the Platform and/or Services whether in content, nature or otherwise by providing a reasonable information to the Partner in writing and/or make amendment to Documentation.
- 11.3. **Partner Reference.** Partner hereby agrees that AppXite may identify Partner as a recipient of services and use Partner's logo for the purposes of advertising.
- 11.4. **Partner's Feedback.** If Partner provides AppXite with reports of defects related to the Platform and/or Services, suggests or any changes or modifications, AppXite and its respective suppliers and licensors shall have the right to use and exploit such suggestions including, without limitation, the incorporation of such suggestions into the Platform and/or Services of the AppXite without any obligations towards the Partner.

- 11.5. **Use of Marks.** Partner grants to AppXite a non-exclusive, non-transferable, revocable, license, for the Subscription Term, to use the names, trademarks, service marks, trade names, product names and logos of Partner related to the Partner and/or Product ("**Marks**") for display of such Marks in the Platform. AppXite agrees (i) to use the Marks in conformity with Partner's then-current brand guidelines provided by Partner (ii) not to modify, alter, conceal, remove or make any other modification to any Marks without Partner's prior approval; or (iii) not to register, nor attempt to register any trademark which may be confusingly similar to the Marks of the Partner in any jurisdiction.

## 12. INFORMATION SECURITY

- 12.1 **Information Security Controls.** Each Party shall be responsible for establishing and maintaining the information security program that include appropriate technical and organizational measures to (i) ensure the security and confidentiality of Partner Data; (ii) protect against unauthorized access, alteration, destruction, disclosure, loss or use of Partner Data that could result in substantial harm to Partner or any of its customers and/or End-Users; (iii) protect against any anticipated threats or hazards to the security or integrity of Partner Data. Parties acknowledge that Partner remains ultimately responsible for maintaining information security of its own systems, equipment (including but not limited to servers, workstations, routers, switches), network, data communication lines, as required to operate the Platform or use the Services.
- 12.2 **Backup and disaster recovery.** AppXite has implemented reasonable backup and disaster recovery technology consistent with the best industry practices and as required by applicable Data Protection Law.
- 12.3 **Trained personnel.** Each Party shall ensure that any of its personnel and/or contractors authorized to handle Partner Data or Confidential Information have been appropriately trained and are aware of that Party's information security policies and procedures. Each Party must conduct appropriate information security awareness training for all its personnel and contractors prior to being appointed to work on Partner Data. Thereafter, each party must introduce information security training routines to maintain the appropriate level of information security awareness.
- 12.4 **Data Breach Notification.** Each Party must immediately notify the other Party after becoming aware of any information security breach or suspected breach.
- 12.5 **Compliance with Data Protection Law.** Each Party must ensure that all information security safeguards, including the manner in which Partner Data is collected, used, accessed, processed and disclosed, at all times comply with applicable Data Protection Law, as well as the terms and conditions of this Agreement.
- 12.6 **Access Management.** As a part of the Onboarding process, Partner will provide AppXite with a list of approved End-User email domains. This process is designed to strengthen the Partner's access security by limiting the administrator's ability to add End-Users outside the approved email domain list. AppXite will promptly notify the Partner in the event an End-User with an external email domain is added to the Platform. The Partner is entitled to modify the list of approved email domains by sending an email request to [support@appxite.com](mailto:support@appxite.com).

## 13. CONFIDENTIALITY

- 13.1. **Confidentiality Obligations.** Neither Party will use any Confidential Information except as expressly permitted by this Agreement or as expressly authorized in writing by the Disclosing Party or as required under the Applicable Law. Confidential Information shall not be reproduced in any form without the prior written consent of the Disclosing Party. Any reproduction of any Confidential Information of a Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those of its employees or contractors on a "need to know" basis. In addition, prior to any disclosure of Confidential Information

to any employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. Without limiting the foregoing, each Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other Party. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

- 13.2. **Return or Deletion of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon the Disclosing Party's earlier request, the receiving Party will deliver to or delete the Disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The Receiving Party may retain one copy of the Confidential Information in its legal files.

## 14. TERM

- 14.1. **Subscription Term.** This Agreement shall commence as of the Subscription Date and, unless earlier terminated as provided herein, shall continue in effect for the Subscription Term.
- 14.2. **Renewal Term.** At the end of the Subscription Term this Agreement shall be automatically renewed annually on the anniversary of the Subscription Date for additional 1 (one) year renewal terms ("*Renewal Term*"), unless either Party gives written notice of non-renewal to the other Party at least 30 (thirty) days prior to the end of the Renewal Term hereof.

## 15. TERMINATION

- 15.1. **Termination for Convenience.** This Agreement may be terminated by either Party at any time for any reason, by giving 30 (thirty) calendar days written notice of termination to the other Party.
- 15.2. **Early Termination Fee.** If the Agreement is terminated by the Partner in accordance with the clause 15.1. of this Agreement, Partner shall pay AppXite the fixed platform fee, depending on Partner's tier, for the remaining period until the end of the Subscription Term. Therefore, fixed platform fee payable for the Subscription Term constitutes a minimum commitment under this Agreement.
- 15.3. **Termination for Cause.** This Agreement may be terminated as follows:
- 15.3.1. if either Party breaches any provision of this Agreement and fails to remediate such breach within 45 (forty-five) days after receiving written notice of the breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 45 (forty-five) day period;
  - 15.3.2. if either Party becomes insolvent or makes an assignment for the benefit of creditors, then the other Party may terminate this Agreement effective immediately upon notice;
  - 15.3.3. if either Party is dissolved or liquidated, then the other Party may terminate this Agreement effective immediately upon notice;
  - 15.3.4. If required by the Applicable Law, then the other Party may terminate this Agreement effective immediately upon notice.
- 15.4. **Effect of termination.** Upon termination or expiry of this Agreement, the following provisions shall apply:
- 15.4.1. any Fees incurred but unpaid shall become immediately due and payable to the AppXite;

- 15.4.2. Partner shall forthwith cease to use of the Platform and Services and shall promptly return all copies of the Documentation to AppXite or else destroy those copies of Documentation upon AppXite's request;
- 15.4.3. all rights and authorizations granted to Partner under this Agreement shall immediately cease;
- 15.4.4. all Partner's products available in the Platform pursuant to the Article 4 of the Agreement will be immediately suspended;
- 15.4.5. If applicable, AppXite will provide the Partner with one electronic copy of the Partner Data, in the format reasonably accepted by the Partner.

## 16. GENERAL TERMS

- 16.1. **Assignment.** Neither Party can transfer or assign this Agreement, in whole or in part, or delegate any of its duties hereunder, to a third party by change in control, operation of law or otherwise, without the prior written consent of the other Party.
- 16.2. **Amendments.** This Agreement and its annexes may be amended only when duly executed by the Parties in writing. Notwithstanding the foregoing, AppXite reserves the right to amend this Agreement by sending new version of this Agreement to the Partner. Amended agreement must be sent to Partner 30 days prior to its entry into force and during that period Partner shall be entitled to terminate the Agreement by providing 10 days prior written notice of termination to AppXite. Any alterations made by AppXite are valid to the extent such changes are not leading to increase in AppXite's fees or are contrary to the principle of "*good faith*".
- 16.3. **Order of priority.** In the event of any conflict or inconsistency between any provisions of this Agreement and its annexes, the terms of the annexes shall prevail.
- 16.4. **Compliance with Laws.** Either Party shall, and shall cause each of its affiliates and representatives to, comply with Applicable law and Data Protection Laws and shall obtain and maintain in effect all licenses, certificates, permits, consents and other governmental authorizations required to perform their obligations under this Agreement.
- 16.5. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and shall be construed so as to best effectuate the intention of the parties in executing it.
- 16.6. **Survival.** Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.
- 16.7. **Force Majeure.** Neither Party shall be liable in the event that its performance of this Agreement is prevented, by reason of a labour dispute, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Subscription Date and is beyond the reasonable control of the Party. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the Party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of a Party is delayed for more than 30 (thirty) days, the other Party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.
- 16.8. **Notices.** All notices, requests, claims, demands and other communications shall be in writing in the English language and shall be signed by a person duly authorized to provide such notice.
- 16.9. **Governing law.** This Agreement shall be governed by and construed in accordance with UNIDROIT Principles of International Commercial Contracts (2016) and, with respect to issues not covered by such principles, by the law

of Republic of Latvia applicable therein without reference to any conflict of laws principles under which different law might otherwise be applicable.

16.10. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled in the Latvian Chamber of Commerce and Industry Court of Arbitration in Riga in accordance with its Rules of Arbitration. The number of arbitrators shall be one. The language of the arbitration shall be English.

For and behalf of **AppXite**

Signature: .....

Name: Nicolas Albana

Title: CEO

Date: .....

For and on behalf of **Partner**

Signature: .....

Name:

Title:

Date: .....