

Companial Resale Master Agreement

Version 1.3 (January 2026)

This Companial Resale Master Agreement, including its Appendixes (altogether the "RMA"), is entered into by and between Companial B.V., as identified below, ("Companial") and the legal entity, as identified below, (the "Partner"). The RMA will become effective on the date of signing by both parties (the "Effective Date").

1. Background

- 1.1. As authorized by Microsoft and ISV, Companial distributes Products and Services to Companial partners for marketing and reselling to their Customers. In addition to the foregoing, Companial provides Companial Services in accordance with the Companial Membership and, upon request, paid Companial Services.
- 1.2. The RMA gives the Partner a non-exclusive right to distribute SPA Products, CSP Products, ISV Solutions to Customers under this Agreement. The Partner's ability to market and resell Products and/or Services is conditioned on the Partner's continuous compliance with the RMA.
- 1.3. The RMA is intended for companies that market and resell to Customers, not to the same legal entity that executes the RMA or its Affiliates.

2. Structure of the Agreement

- 2.1. Defined terms and acronyms with capital letters will have the meaning defined herein or in Appendix B: *General Terms and Conditions*, unless otherwise stated in a specific part of the RMA.
- 2.2. The RMA consist of the following:
 - This Framework;
 - Appendix A: *Companial Membership Description and Pricing*;
 - Appendix B: *General Terms and Conditions*;
 - Appendix C: *Flow Down Terms*;
 - Appendix D: *Documents and Information*;
 - Appendix E: *Data Processing Agreement*.

3. Companial Membership Level

- 3.1. Partner's selection of monthly Membership Level:
☒ Advanced
- 3.2. Partner's selection of payment term for the Companial Membership:
☒ Monthly

Additional information: Same membership agreement as previous but with a new VAT number.

4. Information about the Parties

The Parties executing the RMA, including contact details, are identified below. The Parties shall address any notices related to the RMA to the contacts and locations listed herein. Either Party may change the contact details by providing 30 (thirty) days' prior written notice to the other Party.

COMPANIAL

Company Name Companial B.V.
 Att. Partner Care

Company reg. no. 56784600 (Dutch CoC)

Adress Leusderend 20

Zip Code and City 3832 RC Leusden

Country The Netherlands

Email info@companial.com

Partner

ITM8 A/S

Dalgas Plads 7 B 1 2

7400 Herning

Denmark

information@itm8.com

5. Agreed and accepted

The RMA shall be executed by hand- or electronically in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties hereto. As of the Effective Date, this RMA replaces and supersedes, in entirety, any earlier versions of the Reseller Master Agreement or other agreement governing the ISV Partnership Program executed by the Parties or their Affiliates.

COMPANIAL

Company Name Companial

Signature

Judith Melissant

Partner

ITM8 A/S

Name Judith Melissant

Title CFO

Director, Partner Development

Date September 4, 2026

RMA Appendix A

Companial Membership Description and Pricing

Version 1.4 May 2026

This Appendix A constitutes an integral part of the RMA.

Capitalized terms not defined in Appendix B *General Terms and Conditions*, will have meanings assigned to them in this Appendix A.

1. Companial Memberships

Partner chooses from different Companial Membership levels by identifying the selection on the front page of the RMA.

Membership level	Foundation	Advanced	Premium	Enterprise
Monthly fee	€ 275	€ 550	€ 1.100	€ 2.100

Partner Support

Partner Care	✓	✓	✓++	✓++
Premium Partner Care			✓	✓
Technical Support	✓	✓+	✓++	✓++
Product Support CSP	✓	✓	✓	✓
Product Support SPA – tickets/year	3	5	7	7
Technical Advisory – tickets/year		3	5	5
Partner Success Manager	✓ reactive	✓+ designated, proactive	✓++ designated, proactive	✓++ designated, proactive
Premium Account Management			✓	✓

News and Events

Newsletters, Webcasts, and Content	✓	✓	✓	✓
Events	✓	✓	✓	✓

Ordering and Supply

Companial CSP Marketplace	✓	✓	✓	✓
Order Handling for SPA and BREP	✓	✓	✓	✓

Services

Additional Services	✓	✓	✓	✓
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Enterprise Advantage Suite				✓
Services Funds per year can be used across all Companial Additional Services	€ 1.000	€ 3.000	€ 6.000	€ 6.000

2. Definitions

Partner Care

The Partner Care is the one of the core elements of the Companial Membership. As a standard each Partner ordering Products and/or Services under the RMA with Companial is covered by support provided by the Companial Partner Care team covering:

- issues related to operational topics like licensing, ordering, and invoicing for Dynamics and Power Platform products, both CSP Products and SPA Products.
- order handling for Dynamics SPA licensed software (subscription and perpetual) and maintenance contracts. Orders can be submitted on dedicated Microsoft portal where Companial Partner Care team will verify the order and release to Microsoft.

A services desk portal is available for Partner to raise tickets at any time. Follow-up is executed by the Companial Partner Care team with a local and personal approach.

Premium Partner Care

Partner on Premium Membership Level will experience Fast Lane ticket handling, which means that queries from such Partner will be given priority. Secondly, a proactive phone call is made twice a year to verify if there is any query Companial team of experts could assist with.

Technical Support

The technical support services can be divided into:

Product Support CSP – for all product-related issues regarding CSP products ordered under the RMA with Companial. These tickets will be handled by Companial Partner Care team or forwarded directly to Microsoft.

Product Support SPA - for product-related issues regarding Dynamics SPA products ordered under the RMA with Companial. Partners are allocated a fixed number of SPA tickets per year, as defined in the overview in section 1 *Companial Memberships*. Please note that technical bugs/errors in Microsoft Products will not be deducted from the yearly balance.

Technical Advisory - For issues that do not relate to a functional issue of the product, the Companial Partner Technology Strategist (PTS) experts are there to help and give technical advice. Each incident is limited to a maximum of 1 (one) hour of advisory per single ticket. Partners are allocated a fixed number of Technical Advisory tickets per year, as defined in the overview in section 1 *Companial Memberships*

More tickets can be purchased separately (with Services Funds for example) or obtained by upgrading to a Premium Membership Level.

Partner Success Manager (PSM)

The PSM will keep Partner up to date on a regular basis of both Companial and Microsoft offerings that may benefit Partner business. Additionally, the PSM can help in certain pre-sales situations where complex licensing scenarios are found. This service is available at fair use policy to be decided by the Companial PSM. Depending on the chosen membership level, this service can be proactive or reactive.

Premium Account Management

For Premium Membership Level, the PSM relationship increases in frequency and intensity. Companial senior team will be available to guide Partner business both strategically and assist tactically with areas such as complicated sales scenarios and act as a further point of escalation. In addition, the option is provided to plan a yearly Business Strategy Workshop. This flexible workshop provides an opportunity to analyze current Partner's performance, define growth opportunities, tackle specific challenges and explore how Companial's offerings can best support Partner's plans and priorities.

Please note that for Enterprise Membership Level account management services will be provided by the Enterprise Channel.

Newsletters, Webcasts, and Content

The following services are available to make sure that Companial Partners are the best-informed Microsoft Dynamics and Power Platform partners in the market:

- Newsletters
- Webcasts covering relevant product and business topics.
- Dedicated product updates if urgent topics arise.
- Access to the Companial Partner Portal and exclusive Dynamics and Power Platform content.
- Updates and/or summary reports on the most interesting Microsoft events.

Events

Companial organizes local Companial Connect events for Companial Partners. The Companial Membership means free admittance to the local Companial Connect event in the Partner region (up to 3 persons from the Partner organisation).

Companial CSP Marketplace

The Companial Marketplace offers a platform to transact Microsoft CSP Products in an easy and transparent way. The Companial Marketplace allows Partner to simplify the contractual, financial, and other order handling steps and improves the distribution to the Customers.

The billing process is straight forward and simple. Partner receives one monthly invoice for the purchased CSP Products. To take it one step further the invoice data can be used to directly start up an automated billing process to the Customers.

Enterprise Advantage Suite

Partners at the Enterprise Membership Level are granted access to the Companial Enterprise Advantage Suite - a continuously evolving set of curated services designed to support the growth and maturity of their Microsoft Business Applications practice and are reflected in the suite's service listing.

These services are made available for Partner's optional use and may be utilized at their discretion, based on business needs and strategic priorities.

Companial reserves the right to update, modify, replace, or remove services within the Enterprise Advantage Suite at any time, in order to maintain relevance and alignment with market and partner needs. Such changes will be reflected in the suite's service listing and do not require amendments to this Agreement.

The current link to the Companial Enterprise Advantage Suite can be found in Appendix D.

Additional Services

Companial provides a comprehensive range of services, programs, and tools tailored for Microsoft Partners specializing in Microsoft Dynamics and Power Platform solutions. These offerings are designed to support both internal operational efficiency and resale opportunities to end customers. Companial's services include, but are not limited to, licensing, training and education, technical services such as hosting, maintenance, and upgrades, marketing services, and access to specialized tools and partner programs. These may be delivered directly by Companial or through trusted third-party providers. Depending on the Membership level, certain services, programs, and tools may be included as part of the standard Membership package, while others may be offered at preferential pricing. All services are designed to enhance and extend the generic Membership offering, providing tailored solutions to meet the specific needs of the Partner's organization.

Services Funds

A flexible component has been implemented in all Membership levels: Companial Services Funds. The Companial Services Funds may be spent across Companial complete services portfolio. Please review the latest version of the Companial Services portfolio on Companial Partner Portal. The current link to Companial Partner Portal can be found in Appendix D *Documents and Information*.

Subscription Model Changes

In cases where Microsoft terminates/discontinues certain subscription models, Companial reserves the right to transition all relevant Subscriptions to new subscription models introduced by Microsoft. Companial will provide the Partner with a written notice of the intended transition prior to the effective date of the change within the terms established by Microsoft. The notice will include a detailed description of the new subscription model, highlighting any changes in pricing, features, and terms of service compared to the existing model. The notice will also provide guidance on how the transition will be managed and any actions required by the Partner.

3. Conditions for Companial Memberships and Companial Services

Companial Membership Duration

- The minimum duration of the Companial Membership is 12 (twelve) months from the Effective Date of the Agreement. After 12 months, the Companial Membership will be automatically extended until terminated in accordance with the Appendix B *General Terms and Conditions*.

Companial Membership level Upgrade/Downgrade

- Partner may adjust the Membership level to a higher level on a monthly basis.
- Partner may adjust the Companial Membership level to a lower level on a monthly basis, with one month's notice and only after being on that higher level for 12 (twelve) consecutive months.

Finances and Invoicing

- Membership payment can be done in two ways: per month upfront, or per year upfront. The chosen payment method has impact on the availability of Service Funds (more information under section "Conditions for Service Funds")
- Companial retains the right to require payment per direct debit (as soon as that is available) for Companial Memberships.

Conditions for Services Funds

- Services Funds are valid until the end of the calendar year end following the year in which they were acquired.
- A negative Services Funds balance is not possible; purchases will be charged upfront when necessary.
- Services Funds will never be reimbursed in cash.
- Partner can only spend services funds if no invoices are overdue.

- Services Funds are provided per month upfront if the Membership payment term is per month upfront.
Example: An Advanced Partner with a monthly payment term receives an amount of €250, - EUR (€3000, -/12months) of Services Funds on the 1st of January.
- Services Funds are available per year upfront if the Membership payment term is per year upfront.
Example: An Advanced Partner with a yearly payment term receives the total amount of €3.000, - EUR of Services Funds on the 1st of January.

4. Software Pricing and Discounts

CSP Pricing

The Companial CSP Pricelists contains the Microsoft Estimated Retail Prices for CSP Products and Services, and the standard Partner purchase prices.

The partner specific CSP purchase prices for Partner are available in the Companial Marketplace. CSP prices communicated in the Companial Marketplace are representing the pricing for the specific reselling currency of Partner.

Companial invoices Partner in accordance with purchase prices stated on the Companial Marketplace. All invoicing by Companial and payments by Partner will take place in local currency of the Partner.

The current link to the Companial Marketplace and Companial CSP Pricelists can be found in Appendix D.

ISV Pricing

The Companial Marketplace contains Partner prices for ISV Products and Services. Pricing and available currencies can differ upon the location of the Customer or reselling location of Partner.

Companial invoices Partner in accordance with purchase prices stated in the Companial CSP Marketplace. All invoicing by Companial and payments by Partner will take place in local currency of the Partner.

The link to the Companial Marketplace can be found in Appendix D.

SPA Pricing

Microsoft uses PartnerSource Business Center to provide Dynamics pricelists for the SPA Products and Services. The Dynamics SPA Pricelist will normally, if applicable, be updated on the first working day of each month and accordingly published on PartnerSource Business Center.

The Dynamics SPA Pricelist contains recommended prices of Products and Services. Prices are based upon the location of the Customer. Microsoft sets prices in US Dollars or other currency based upon the location of the Customer. All invoicing by Companial and payments by the Partner will take place in local currency of the Partner.

The current link to the Dynamics SPA Pricelist can be found in Appendix D.

SPA Discounts

Companial invoices Partner for amounts stated on the Dynamics SPA Pricelist, reduced with the discounts that the Partner is entitled to. These discounts are calculated twice a year at the end of May and November (or any other period defined by Microsoft) in accordance with the Microsoft criteria, based on orders processed by Companial.

Microsoft License discounts are based on the SPA License Discount Schedule or subsequent updates by Microsoft of this schedule, as applicable.

Discount schedules are published on Microsoft PartnerSource Business Center.

The current links to the discount schedules can be found in Appendix D.

BREP Discounts

Partners with active BREP maintenance contracts for SPA Products can obtain a discount based on the latest version of the SPA Discount Schedule provided by Microsoft.

Partners who hold a Premium Membership level are able to receive the full amount of the tiered Base BREP Discount.

For Partners at the Advanced Membership level there is a reduction of the maximum Base BREP Discount by -1%-point. For Partners at the Foundation Membership level there is a reduction of the maximum Base BREP Discount by -2%-points.

Any additional discounts, for example, discounts based on the Designation and Specialisation status of the Partner in the Microsoft Partner Program, are on top of Base BREP Discount.

Discount schedules are published on Microsoft PartnerSource Business Center.

The current links to the discount schedules can be found in Appendix D.

RMA Appendix B

General Terms and Conditions

Version 1.1

This Appendix B constitutes an integral part of the RMA.

1. Definitions

1.1 The following terms and acronyms shall have the meaning defined below:

Affiliate means any entity, including companies, partnerships, limited partnerships, corporations, and any other legal form, controlling, controlled by, or under common control with Companial, the Partner, or a third party, respectively.

Agreement means this agreement between the Parties consisting of the Framework, Appendices, Annexes, and any documents referenced in the foregoing. The terms "Agreement" and "RMA" may be used interchangeably.

Annex means an annex to an Appendix.

Appendix means an appendix to this Agreement.

Auditor has a meaning defined inline in the Appendix B *General Terms and Conditions*.

Audit Period has a meaning defined inline in the Appendix B *General Terms and Conditions*.

BREP or Business Ready Enhancement Plan means the service of maintenance support for on-premises Licensed Software, also referred to as "Enhancement Plan".

Business Days means normal working days of Companial Group, from Monday to Friday, from 8.30 hours till 17.00 hours (CET time), except for weekends and local national holidays.

Companial Academy means the training offerings made available by Companial.

Companial Group means Companial B.V. and its Affiliates.

Companial Group Entities means Companial and those Affiliates who distribute Products and/or Services under Companial brand and who are specified in the list of Companial Entities. The link to the current list of Companial Entities is provided in Appendix D *Documents and Information*.

Companial Marketplace means the Companial portal for ordering CSP and/or ISV Products. The current link to the Companial Marketplace is provided in Appendix D *Documents and Information*.

Companial Operation Guide means guidelines and instructions regarding operations and procedures related to ordering and managing orders and other relevant information made available by Companial under this Agreement. Links to Companial Operations Guides are provided in Appendix D *Documents and Information*.

Companial Partner Portal means Companial Partner Portal for providing the Partners with relevant information and documentation. The current link to the Companial Partner Portal is provided in Appendix D *Documents and Information*.

Companial Services means the Companial Services to be performed by Companial or on its behalf, which the Partner receives as part of the Companial Membership or orders separately at additional fee.

Companial Terms of Service means service and user terms applicable to Companial websites, including the Partner and its representatives' use of the Companial Partner Portal and/or the Companial Marketplace. A link to the current version of the Companial Terms of Service can be found in Appendix D *Documents and Information*.

Confidential Information means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential, or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (a) the receiving party already knew without an obligation to maintain the information as confidential; (b) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (c) the receiving party independently developed; or (d) becomes publicly known through no wrongful act of the receiving party. Companial's confidential information includes the Companial Services, beta versions of Companial Services or offerings, roadmap information for Companial Group's products and services, Customer data (not otherwise accessed or controlled by the Partner), support cases related to the Services, and other materials or proprietary information made available by Companial Group.

Customer(s) means the end-customer entity, entities, or person(s) who purchase or intend to purchase Products and/or Services from the Partner and use such Products and/or Services for internal use and not for further resale or distribution.

Customization means any configuration, modification, or other change to the Licensed Software or Services to meet Customer's specific business needs, or any software that is independently developed for Customers that works with the Licensed Software. Customizations are not Localizations or Translations.

Dynamics Pricelist means the Microsoft price list for the SPA Products and BREP, as provided on the PartnerSource Business Center. Link to the Dynamics Pricelist is provided in Appendix D *Documents and Information*.

Enhancement Plan means the service of maintenance support for on-premises Licensed Software, also referred to as Business Ready Enhancement Plan or BREP.

Fees means any and all amounts, including fees for Product and/or Services, and Membership Fee, payable by the Partner to Companial under this Agreement.

First Line Support means support services provided by the Partner to Customers.

Framework means the front page(s), including signing page, of this Agreement.

Intellectual Property or **IP** means patents, trade and service marks, trade names, design rights, topography rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how, and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection which have a similar effect to any of the foregoing anywhere in the world.

ISV means an independent software vendor whose ISV Solution is distributed by Companial.

ISV License Agreement means the end-user license agreement, or any other terms and conditions made applicable by ISV that govern the use of the ISV Solution.

ISV Partner Agreement means the agreement between an indirect reseller and ISV that grants rights to distribute ISV Solution to Customers, and the associated ISV terms that govern indirect reseller's distribution of ISV Solution.

ISV Solution means: (a) software program(s), solution, add-on, extension, or other software product developed by ISV or on its behalf, in executable form or as-a-service, and all related documentation, maintenance releases, and new versions, and/or (b) ISV Services, including maintenance support, product support and other benefits. ISV Solution is intended for use in combination with Licensed Software (e.g., as an add-on or extension).

Licensed Software means Software Suppliers' software, software-as-a-service, and other offerings on then-current Pricelist. The Licensed Software may include software, software documentation, and other information or materials provided to the Partner under this Agreement. Terms "Product" and "Licensed Software" may be used interchangeably in this Agreement.

Localization means any modification to, addition to and/or adaptation of the Licensed Software to enable or include certain features and/or functionality in the Licensed Software to conform to the applicable regulatory requirements (including, without limitation, versions and updates of the Licensed Software, user assistance tools, and/or end user documentation).

Membership Fee means the amount defined in Appendix A *Companial Membership Description and Pricing* to be paid for the chosen Membership by the Partner to Companial on a recurring basis (e.g., monthly or yearly).

Microsoft means Microsoft Corporation, a company organized under the laws of the State of Washington, U.S.A. or Microsoft Ireland Operations Limited, an Ireland corporation, and/or any Microsoft Affiliate, as may be applicable.

Microsoft Customer Agreement means an agreement between Customer and Microsoft that is used to grant rights to CSP Products to such Customer, and the associated Microsoft license terms that govern Customer's use of CSP Product.

Microsoft Partner Agreement means an agreement between an indirect reseller and Microsoft that is used to grant rights of distribution of CSP Products to Customers, and the associated Microsoft terms that govern indirect reseller's distribution of CSP Products.

Microsoft Partner Centre means the Microsoft website for Partners or any alternative site Microsoft may designate in its place. The current link to Microsoft Partner Centre is provided in Appendix D *Documents and Information*.

Microsoft Services means Microsoft services given as a benefit under BREP or Microsoft CSP program. The services may include maintenance support, advanced product support, or other benefits that Microsoft may offer.

Party or Parties means the Partner and Companial, individually or collectively.

PartnerSource Business Center means the Microsoft website for Partners for Dynamics On-Premises products. The current link to the PartnerSource Business Center is provided in Appendix D *Documents and Information*.

Perpetual License means a right to use a Product identified on then-current Price List as being available and licensable for a perpetual term.

Pricelist means any pricelist, including Dynamics Pricelist, pricelists for CSP Products, ISV Solutions, and Companial Services, and any other pricelist provided to the Partner under this Agreement.

Product(s) means, individually or collectively, SPA Products, CSP Products, ISV Solutions and/or any other Licensed Software that the Partner purchases as Subscription or Perpetual License under this Agreement.

Second Line Support means the support provided by Companial and/or an assigned third party to the Partner. Second Line Support is described in the Appendix A *Companial Membership Description and Pricing* under Partner Care and Technical Support.

Services means Companial Services, Microsoft services, ISV services, and any other services listed on then-current Pricelist or Service Catalogue.

Software License Terms or **SLT** means the end user license agreement or any other terms and conditions made applicable by Microsoft that govern the use of the Licensed Software by Customers.

Software Supplier means Microsoft, ISV, or any other supplier of Licensed Software distributed by Companial under this Agreement.

SPA Product means Microsoft SPA Licensed Software provided as Perpetual License, with or without BREP, or as Subscription.

SKU stands for *Stock Keeping Unit* and means a metric for a particular license as defined by Software Supplier (e.g., for user or device types, duration).

Subscription means a right to use a Product identified on then-current Price List as being available and licensable for a defined period of time. Subscriptions may also be consumption-based.

Territory means European region and market and Canada region and market, as defined by Microsoft.

Translation means interpretation of the meaning of a text in one language and the production in another language the equivalent text that communicates the same meaning taking into account a number of factors.

- 1.2 Unless otherwise agreed in the Agreement or as otherwise follows from the context of the Agreement, the following principles are applied in the interpretation of the Agreement:
 - 1.2.1 References to "writing" and "written" include only letters and emails; however, if certain notices are general changes affecting all or majority of Companial partners, they may be delivered as general notice (e.g., on Companial websites, the Companial Partner Portal or as newsletter);
 - 1.2.2 The words "included" and "including" shall be deemed to be followed by "but not limited to";
 - 1.2.3 Titles of articles, Appendixes and Annexes are made to assist in locating items and will not affect the interpretation of this agreement;
 - 1.2.4 Any capitalized terms not defined in this section Definitions, will have meanings assigned to them in the relevant Appendixes.

2. Purpose of the Agreement

- 2.1 The purpose of this Agreement is to define terms and conditions related to Companial distribution of Products and/or Services to the Partners and the Partner's resale of Products and/or Services to Customers.
- 2.2 Any Products and/or Services that are not explicitly described or referred to in this Agreement or Pricelist are out of scope.

3. Grant of rights

- 3.1 Companial grants to the Partner a non-exclusive, non-transferable, non-sublicensable, and limited rights to: (a) market and sell Products and/or Services to Customers in the Territory, (b) use Companial Services and documentation for internal business purposes, (c) access and use Companial the Partner Portal and Companial Marketplace in accordance with the Companial Terms of Service. The Partner's license to distribute the Products and/or Services is subject to any applicable export restrictions or country-specific restrictions.
- 3.2 Each Party warrants that it has all necessary authority, licenses, rights, permissions, and consents to enter into the Agreement.
- 3.3 The Partner acknowledges that the authorization to order, market and/or sell Products and/or Services is conditioned on the Partner's continued compliance with the terms and conditions of this Agreement and applicable Supplier Partner Agreements. By entering into this Agreement:
 - 3.3.1 the Partner represents and warrants that the Partner either has already accepted and is bound by or, before placing the first order under this Agreement, will accept and be bound by: (a) SMB Reseller Agreement, Microsoft SPA Purchase Terms, and SPA License

Terms in case of Partner's distribution of SPA Products and/or Microsoft Services, (b) Microsoft Partner Agreement in case of Partner's distribution of CSP Products; (c) ISV Partner Agreement in case of Partner's distribution of ISV Solutions, and (d) any other terms and conditions required by Software Supplier to be eligible to distribute Products and/or Services to Customers (collectively "Supplier Partner Agreements").

3.3.2 The Partner shall comply with Appendix C: *Flow Down Terms*, in particular: (a) SPA Flow Down Terms as applicable to SPA Products (b) CSP Flow Down Terms as applicable to CSP Products.

3.4 The Partner may be required to meet additional eligibility and competency requirement set by Software Supplier in order to be entitled to resell certain Products and/or Services and that the requirements specified in this section of the RMA may change from time to time.

4. Orders

4.1 Companial representative will initiate the onboarding process, including an introduction to Companial ordering processes applicable to different types of Products and/or Services, provision of necessary access rights, and relevant documentation to the Partner.

4.2 Without limiting any obligations under this Agreement, the Partner shall manage orders for Products and/or Services, including registration, submission, cancelation of Products and/or Services, in accordance with processes described in Companial Operations Guides and any additional Companial instructions. Companial shall process and otherwise manage the Partner's orders in accordance with Companial Operations Guides, this Agreement and its business procedures. Companial may update Companial Operation Guides at any time by providing a written notice to the Partner.

4.3 The Partner shall only place orders for Products and Services in the name of or on behalf of Customer who has accepted: (a) Microsoft SLTs in case of Customer's purchase of SPA Products, (b) Microsoft Customer Agreement, in case of Customer's purchase of CSP Products, and/or (c) ISV License Agreement in case of Customer's purchase of ISV Solutions, and (d) any other terms and conditions required by Software Supplier to be eligible to use Products and/or Services, (collectively "Supplier Customer Agreement")

4.4 After the Partner has placed an order for Products and Services, Companial will acknowledge the order (e.g., online or by sending an email to the Partner) and pass-it-through to Software Supplier, as applicable. If order is rejected by Software Supplier, Companial will notify the Partner. Companial will use its reasonable efforts to process orders within 5 (five) business days unless the Partner is exceeding its credit limit or the Partner's payments under this Agreement are overdue.

4.5 The Partner's order will be completed after the order status has changed to "Completed" or "Invoiced", or otherwise indicated as completed, in the respective systems of Software Supplier.

4.6 The Partner may only submit orders to Companial in accordance with the Partner's credit capacity and credit limit, if any, as established by Companial. Prior to making an offer to Customer that would necessitate an order exceeding the Partner's credit capacity and credit limit the Partner shall seek and obtain additional credit limit from Companial for such order. If the Partner has reached its credit capacity and credit limit, Companial may suspend processing of any new orders.

4.7 Companial may change the Subscription or Perpetual License SKUs available (e.g., for user or device types, duration, etc.) upon 30 days' written notice to the Partner.

4.8 Companial Services, not included in the Membership Fee, may be ordered on a case-by-case basis by contacting Companial. Additional Companial Services may be subject to additional terms and conditions or a separate agreement between the Parties.

4.9 Unless otherwise specified in the Pricelist or Companial Marketplace: (a) Subscription term for Products provided as Subscription is 1 (one) month from the date of purchase, and (b) all Subscriptions are renewed automatically until terminated by either of the Parties according to the terms and conditions of this Agreement.

4.10 As for the Products provided as consumption-based Subscription, the Partner acknowledges and

understands that the Partner, Customer and/or their respective representatives will be accessing utility-based services and will be invoiced for the full consumption throughout the month. As between the Partner and Companial, the Partner is solely responsible for any risks associated with resale and usage of consumption-based Subscription.

- 4.11 Warranties applicable to the purchased Products are governed by the Supplier Customer Agreements. Except to the extent required by law: (a) Companial does not provide product warranties for Products and/or Services, and/or (b) Companial does not accept returns of Products and/or Services.
- 4.12 The Partner may cancel active Subscriptions at any time in accordance with this Agreement. The Partner will only be entitled to a refund for any cancellations in accordance with the Appendix C: *Flow Down Terms* and Software Supplier's refund policy. Companial will pass the refund received from Software Supplier to the Partner, who shall pass the refund to Customer.
- 4.13 In case of any technical issues related to ordering (e.g., non-access or errors), the Partner may contact Companial via Companial Partner Portal.

5. Pricing and Discounts

- 5.1 The Membership Fee and pricing, including discounts, for Products and Services are described in Appendix A *Companial Membership Description and Pricing* and Appendix D *Documents and Information*.
- 5.2 All prices are in the currency as specified in applicable Pricelist or Appendix A *Companial Membership Description and Pricing* and, if not specified, EUR (euro). All prices and fees are excluding VAT, withholding or similar sales taxes and all other local taxes, duties, and charges.
- 5.3 As between the Partner and Companial, the Partner may set their own prices and payment terms and conditions for Products and Services to Customers.
- 5.4 The Companial Services not included in the Membership Fee shall be charged to the Partner at the Companial fees applicable at the time of ordering.
- 5.5 Companial is not required to give a notice if new Products and Services are added to the Pricelists, Companial Services catalogue, or Companial Marketplace. The latest versions of the Pricelists are available as listed in Appendix D *Documents and Information*.
- 5.6 Prices for Products and non-Companial Services, including discounts, are not fixed and may be revised at any time, except as stated otherwise in the Appendix C *Flow Down Terms*. Revised prices will apply automatically at the time of ordering. Prices for active Subscriptions are fixed and may be revised by Companial on the same notice terms as Software Supplier may revise them to Companial. Products and non-Companial Services may be removed from the Pricelists on the same terms as Software Supplier may remove them towards Companial.
- 5.7 Companial may revise the Pricelist for Membership Fees and/or fees for Companial Services, including removing any Companial Services, at any time by providing 60 (sixty) days' notice to the Partner.
- 5.8 Price increases based on European Harmonised Index of Consumer Prices (HICP) of up to 5 (five) % may be effected once per year without a separate notice.

6. Invoicing and Payment

- 6.1 Parties agree that any Companial Group Entity may exercise Companial's invoicing rights under this Agreement in accordance with the Companial regional set-up.
- 6.2 Unless invoicing period is specified in the Pricelist or Services Catalogue, the payment terms for Products and/or Services are as follows:
 - 6.2.1 *SPA Products and BREP*: Companial will invoice the Partner at the time when order is approved/processed in Microsoft systems with payment term of either 60 (sixty) days from the date of invoice or month end plus 45 (forty-five) days from the date of invoice,

- as set out in the Framework. If not specified, it will be month end plus 45 (forty-five) days from the date of invoice.
- 6.2.2 *CSP Products*: For consumption-based CSP Products, Companial will invoice the Partner monthly in arrears with payment term of 30 (thirty) days from the date of invoice. For other CSP Products, Companial will invoice the Partner monthly upfront with payment term of 30 (thirty) days from the date of invoice. Fees for CSP Products purchased during the current month will be added to the invoice for the upcoming month.
 - 6.2.3 *ISV Solutions*: Companial will invoice the Partner monthly upfront with payment term of 30 (thirty) days from the date of invoice.
 - 6.2.4 *Membership Fee and Companial Services*: Companial will invoice the Partner monthly upfront with payment term of 30 (thirty) days from the date of invoice.
- 6.3 If invoicing is done in other currencies than specified in the Pricelist or Companial Marketplace, exchange rates on the invoicing date will apply.
- 6.4 The Partner shall pay invoices by the due date specified on the invoice and:
- 6.4.1 pay all payments in full and in the currency specified in Companial's invoice. The Partner shall not withhold payment or make any deductions on the amount due on any invoice (by way of offset, counterclaim or otherwise) unless Companial issues a credit note. This includes rebates, price adjustments, billing errors, handling fees, allowances, or any other charges;
 - 6.4.2 make all payments by wire or electronic funds transfer to the account identified on the invoices;
 - 6.4.3 pay any remittance costs, which shall not be deducted from the amount due;
 - 6.4.4 include Companial's invoice number or other information in accordance with Companial payment policies on each wire transfer payment;
 - 6.4.5 pay any applicable value added, goods and services, sales, or similar taxes that are owed with respect to any order placed under this Agreement, including which Companial is required to collect from the Partner under applicable law.
- 6.5 Late payment or non-payment by the Partner will constitute a material breach of this Agreement. In the event of delayed payments or non-payments and without prejudice to other rights under this Agreement:
- 6.5.1 suspend accepting and new orders for the Partner and/or suspend any existing subscriptions/services to the Partners or Customers after Companial provided 10 (ten) Business Days' notice to remediate non-payment and such is still not remediated. Any suspended orders, subscriptions, or Services in accordance with this clause will be invoiced to and payable by the Partner at the applicable fee, including any additional fees charged by Software Supplier to Companial related to such suspension.
 - 6.5.2 charge the Partner a default interest amounting to 0.02 % (two hundredths percent) for every delayed day from the value of delayed amount.
 - 6.5.3 terminate the Agreement, partially or in whole, in accordance with termination for breach provisions of this Agreement.
- 6.6 In the event the Partner disagrees to and disputes any order or amount invoiced by Companial, then the Partner shall, without undue delay and not later than within 10 (ten) Business Days, specify the disputed part of the order or invoice and provide documentation supporting the Partner's claim to Companial. The Partner shall provide any additional reasonably requested information to Companial without undue delay.
- 6.7 The Partner shall bill and be responsible for collecting all billings from its Customers and shall bear the sole risk of collectability and non-payment of such billing. Irrespective of payment or non-payment by Customer to the Partner, the Partner shall pay the amounts owed within the agreed payment terms.
- 6.8 Parties do not foresee that withholding tax applies to this Agreement. In the event a local law requires

otherwise, then the Partner may deduct such taxes from the amount owed to Companial and pay them to the appropriate taxing authority, but provided that:

- 6.8.1 the Partner has notified Companial in advance about applicable requirement to withhold taxes, including the amount to be withheld and a reference to legally basis for such;
 - 6.8.2 the Partner promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Companial to claim a local or foreign tax credit or refund. the Partner shall deliver the receipt within 30 (thirty) days of payment of the tax.
- 6.9 The Partner will use reasonable efforts to ensure that any taxes withheld are minimized to the extent possible under applicable law, including requesting any relevant documentation (e.g., residence certificate) from Companial and submitting such to the relevant authorities. The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to Companial only and do not include any withholding taxes suffered by the Partner (e.g., for payments made to the Partner by its Customers)

7. Support Obligations

- 7.1 The Partner is responsible for providing First Line Support to Customers. The Partner shall ensure that, for the duration of this Agreement, its personnel has the necessary skills, competencies, and expertise to provide the First Line Support and that it will be performed in a professional manner in accordance with generally accepted industry practice, standards for such support and Supplier Partner Agreements.
- 7.2 Companial shall provide Second Line Support via the Companial Partner Portal during Business Days. The Partner is aware that the provision of Second Line Support is contingent on the Partner having competent and sufficiently trained personnel providing First Line Support to its Customers. Subsequently, the Partner shall not demand support beyond the level required for a sufficiently and adequately trained workforce.
- 7.3 Companial will provide Second Line Support to the Partner in English or local language, where made available by Companial. Companial may decline to provide Second Line Support to the Partner personnel that have not received adequate training or do not have a sufficient command of or English language or local language, where made available by Companial.
- 7.4 Upon request from the Partner or Customer, Companial will provide reasonably requested cooperation and support to the Customer in relation to the Customer's transition from the Partner to another reseller. If any fees apply for such services, Companial will inform the Partner when transition is requested.
- 7.5 The Partner shall keep a record of any communication between the Partner and Customers, as well as technical information, support call records, and other relevant information related to this Agreement. The Partner shall provide such information to Companial or Software Supplier upon request.

8. Partner Customer Agreements

- 8.1 The Partner shall provide Products and/or Services under a legally binding agreement with a Customer ("Partner Customer Agreement"), which includes the following provisions:
 - 8.1.1 a statement that Supplier Customer Agreements governs the use of the Products and/or non-Companial Services;
 - 8.1.2 a statement that Software Supplier is a third-party beneficiary of the Partner Customer Agreements with the right to: (a) enforce the Partner Customer Agreement; (b) verify Customer's compliance with the Partner Customer Agreement; and (c) contact Customer directly.
 - 8.1.3 Customer's authorization for the Partner to share information with Microsoft (and Companial, if applicable): (a) to collaborate with Companial and Software Supplier; (b)

to enable Software Supplier to provide Services and communications directly to Customer, and to verify Customer's compliance with the Supplier Customer Agreement.

- 8.2 If the law governing Partner Customer agreement prevents Software Supplier from being a third-party beneficiary, the Partner will assign to Software Supplier all rights and claims it may have against Customer to the extent necessary to indemnify Software Supplier for any loss or damage suffered that would not have been suffered if Software Supplier had been a third-party beneficiary. If the Partner cannot assign the rights and claims to Software Supplier, the Partner will indemnify Software Supplier for any loss or damage suffered that would not have been suffered had Software Supplier been a third-party beneficiary.

9. General Obligations and Restrictions

- 9.1 The Partner shall ensure that its personnel is sufficiently competent to meet the relevant obligations of the Partner and to receive, market, and resell Products and/or Services set out in the Agreement.
- 9.2 The Partner may use the Products for demonstration purposes if allowed by and under the conditions made applicable by Software Supplier.
- 9.3 The Partner shall not appoint partners, agents, distributors nor market and sell any Products and/or Services through any indirect channels or outside the Territory. In addition, the Partner shall not collect orders and receive payments from Customers located outside the Territory.
- 9.4 The Partner will clearly stipulate to Customers that neither the Partner Customer Agreement, nor any third-party terms and conditions, create any legal relation between Customer, including its Affiliates, and Companial or Companial Affiliates.
- 9.5 The Partner shall advise Customer about acquisition of the right amount of user rights for Products. In case the Partner assists Customer with implementation of the services, the Partner shall be responsible for the implementation in accordance with the acquired user rights.
- 9.6 The Partner shall be responsible to follow Microsoft and ISV news and updates provided to the Microsoft Partner community and to inform its Customers about any relevant changes, and updates including those applicable Customer's use of Products and/or Services. Unless relevant notifications are posted to the general Microsoft Partner community, Companial will as soon as reasonably possible, after receiving any notice from Software Supplier, provide the Partner with relevant updates.
- 9.7 The Partner is responsible for obtaining licenses or rights not distributed through Companial that are necessary for the Partner or Customer's use of Products and/or Services. The Partner represents and warrants that there are no violations of third-party rights by the Partner.
- 9.8 Services delivered by the Partner to Customers are different from the Services made available under this Agreement. The Partner shall set its own the supplemental terms (including pricing) under which it will provide or deliver Partner's services to Customers.
- 9.9 The benefits listed in this Agreement are applicable if the Partner primarily uses Companial for the distribution of Dynamics Products covered under this Agreement. Should the Partner choose to engage with additional distributors, Companial reserves the right to adjust the benefits provided to the Partner.

10. Indemnification

- 10.1 Companial shall defend, indemnify and hold harmless the Partner from and against any losses, damages, costs (including all legal fees), and expenses incurred by or awarded against the Partner as a result of or in connection with Companial' breach of its warranties provided by Companial under this Agreement.
- 10.2 The Partner shall defend, indemnify and hold harmless Companial, Companial Affiliates, and/or Software Supplier from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Companial, Companial Affiliates, and/or Software Supplier as a result of or in connection with: (a) the Partner's breach or alleged breach of any terms of this Agreement or any terms of Supplier Partner Agreements; (b) any Customization, Localization or Translation, or

other modification to a Product whether authorized or unauthorized, performed by the Partner, on its behalf or under its authorization; (c) Services or other offerings provided by the Partner or on Partner's behalf to Customers, and (d) the Partner's breach or alleged breach of third party rights, including Intellectual Property rights or Confidential Information.

11. Intellectual Property

- 11.1 The Partner shall not remove any copyright, trademark, or patent notices contained in or on any of the Products, documentation, or in any other materials provided under this Agreement.
- 11.2 The Partner's rights are expressly limited to the rights described in this Agreement. Neither Software Supplier nor Companial transfers any Intellectual Property rights in or to the Products, Services, Documentation, tools, or other materials provided under this Agreement. In addition, the Partner shall comply with the following restrictions:
 - 11.2.1 the Partner shall not redistribute the Products and/or Services to anyone other than Customer;
 - 11.2.2 the Partner shall not sublicense, rent, lease, lend, give commercial hosting services with, or operate a service bureau with the Products unless Software Supplier expressly allows it in writing;
 - 11.2.3 other than as specified in the applicable Supplier the Partner Agreement, the Partner shall not use the Products and/or Services for internal use unless Software Supplier has granted the Partner the right to do so separately;
 - 11.2.4 the Partner shall not reverse engineer, decompile or disassemble any Products or other materials provided under this Agreement, except to the extent expressly permitted by applicable law despite this limitation;
 - 11.2.5 the Partner shall not engage or participate with any third party in the unauthorized manufacture, duplication, delivery, transfer or use of counterfeit, pirated, illegal or unlicensed software. The Partner shall not infringe any of Microsoft, ISV, Companial or its Affiliates' intellectual property rights. The Partner shall reasonably cooperate with Software Supplier and/or Companial in investigating counterfeit, pirated or illegal software. The Partner shall report to Companial any suspected counterfeiting, piracy or other infringement of Software Supplier or its sub-suppliers' intellectual property as soon as possible after the Partner becomes aware of it.
- 11.3 The Partner shall ensure that Customers acquire enough licenses for software, license-based services, client access, terminal service, web services, and/or service plans to match: (a) the quantities of Product licenses acquired by Customer; and (b) the maximum number of users and/or devices that may access or use the Products under Customer's invoice from the Partner.
- 11.4 Upon request, the Partner will promptly give Companial and/or Software Supplier information to verify that Customer has enough licenses for the Products. the Partner shall report to Companial any suspected breach of this section as soon as possible after the Partner becomes aware of it.
- 11.5 Failure to comply with this section Intellectual Property will be a material breach of this Agreement. In the event of such a breach, Companial may terminate this Agreement and/or Software Supplier may terminate parts of the Agreement to the extent it applies to its Products immediately upon written notice to the Partner without opportunity to cure.

12. Cooperation between Parties

- 12.1 Active and timely involvement of the Partner is considered essential in order for Companial to conduct its obligations under this Agreement successfully and in time. The Partner is obliged to inform the Companial specialists about all matters of importance, respond to Companial' inquiries without undue delay, and allocate own resources to the required extent.
- 12.2 The Parties agree to use only the English language for notices and amendments to the Agreement. English or local language, as made available by Companial Group Entities, may be used by the Parties in daily business communication.

13. Data protection

- 13.1 Any Personal Data processed under this Agreement is processed in accordance with the Appendix D *Data Processing Agreement*.

14. Anti-Corruption and Export Control

- 14.1 The Partner shall comply with all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering.
- 14.2 The Partner shall comply with all laws, regulations, and rules applicable to the Partner and sale and distribution of Products and/or Services, including without limitations, United States ("US") and European Union ("EU") and all other applicable regulations and controls involving export and re-export of software and technology, as well as in regard to any countries embargoed under US laws and regulations or any decision, directive or regulation issued by the Commission or Council of the EU. If export is conditioned on certain requirements, including notification or a permit, the Partner shall be responsible for meeting such requirements and supporting Customers in complying with such requirements. Companial is entitled to terminate the Agreement, in part or in whole, with immediate effect, if the Partner violates applicable export regulations.
- 14.3 The Partner acknowledges that it is the Partner's responsibility to keep export-related information applicable to Products and/or Services up to date and available to Companial and Customers.

15. Compliance and Record

- 15.1 The Partner shall maintain complete and accurate records relating to its performance under the Agreement ("Relevant Records") during the term of this Agreement and for 2 (two) years after the later of either (a) the termination of the Agreement, or (b) the date of issuance of final payment between the Partner and Companial in connection with this Agreement (collectively, the "Audit Period"). Relevant Records include, but may not be limited to, complete financial statements and all documents related to acquisition, reproduction, installation, distribution, and other disposition of each unit of Products. The Partner shall ensure that the Relevant Records do not contain any false, misleading, incomplete, inaccurate, or artificial entries.
- 15.2 Companial or Software Supplier may itself or by using an independent third-party auditor, or an audit related agent, ("Auditor") to review relevant records and audit the Partner's premises, operations, processes, and relevant records during the Audit Period, to verify performance under this Agreement. Any third-party Auditor will (a) be independent and internationally recognized, certified or chartered, (b) not be hired on a contingent fee basis; and (c) be instructed by Companial to treat the Partner's confidential information in accordance with applicable professional standards and the confidentiality requirements set forth in this Agreement.
- 15.3 Companial will provide not less than 30 (thirty) days' prior notice to the Partner (except in case of verifying compliance related to SPA Products - 2 (two) days' prior notice to the Partner) before the beginning of an audit. Audits will take place during the Partner's regular business hours, and the Auditor will use commercially reasonable efforts to avoid disrupting the Partner's operations. The Partner personnel may escort the Auditor on the Partner's premises. The Partner will have all Relevant Records, relevant employees, and operations available to the Auditor at the beginning of the audit. Auditor may have the Relevant Records audited at multiple sites to verify performance under the Agreement. At Companial or Software Supplier's option, the Partner will make all Relevant Records available to Auditor at one location. The Partner will provide reasonable access to the Auditor to facilitate the audit and permit the Auditor to copy records. Companial or Software Supplier will provide the Partner with a summary of the audit findings upon request.
- 15.4 Without limiting the foregoing, Companial or Software Supplier will pay the cost of audit expenses for verifying the Partner's compliance with the Agreement; provided, however, that if the audit reveals a material discrepancy, then the Partner shall promptly reimburse Companial for the reasonable costs of the audit. If the audit reveals any discrepancy, the Partner shall promptly pay Companial and/or Software Supplier any unpaid amounts due, together with any applicable late fees

and interest, calculated from the date on which such amount became due to Companial from the Partner, and promptly correct any errors or omissions disclosed by the audit.

- 15.5 In addition to the foregoing, if the audit reveals any non-compliance with the Agreement, the Partner shall without undue delay present Companial and/or Software Supplier with an improvement plan which shall ensure that all concerns are dealt with and remediated in a manner satisfactory to Companial and/or Software Supplier. This provision does not limit Companial' right to terminate the Agreement if such non-compliance constitutes material or incurable breach.

16. Confidential information

- 16.1 All Confidential Information, whether in written, oral, or visual form, disclosed by a Party ("Disclosing Party") to another Party ("Receiving Party") in relation to this Agreement shall remain the property of the Disclosing Party. Such Confidential Information shall not be given or disclosed to any third party without Disclosing Party's prior written consent and Receiving Party shall only use the Confidential Information for the purposes of this Agreement. Receiving Party shall limit internal dissemination of Confidential Information to only those individuals whose duties justify their need to know such information.
- 16.2 Nothing in this clause may be deemed or construed to prevent Companial from disclosing any Confidential Information obtained from the Partner or the Partner Affiliates:
- 16.2.1 to any Companial Affiliates or employees;
 - 16.2.2 to any contractor, advisor, auditor of Companial provided that Companial has obtained from such contractor a customary confidentiality undertaking;
 - 16.2.3 if such disclosure is in the discharge of a recipient's obligations to supply information for the purpose of complying with any law; or
 - 16.2.4 if such disclosure is made for due diligence purposes under strict and customary confidentiality obligations;
 - 16.2.5 as otherwise necessary for Companial to give effect to the Agreement, or applicable Companial agreement with Software Supplier.
- 16.3 In addition to the foregoing, the Partner acknowledges that Software Supplier under certain circumstances has the right to inspect the Partner's data in Companial possession and Companial is allowed to provide information about the Partner and its organization and operations to Software Supplier.

17. Marketing and References

- 17.1 The Partner agrees to add general company email and, to the extent permitted by law, the email of relevant Partner representatives to Companial' mailing list. Companial may, on a frequent basis, send information to the Partner that may support the Partner's business needs and inform about industry relevant information. The Partner or its representatives may, at any time, change preferences in the Companial Partner Portal.
- 17.2 The Partner grants a non-exclusive right for Companial to include the Partner in Companial's list of the Partners, use the Partner's trade name and logo on official reference lists (e.g., on the Companial website), and in presentations or marketing collaterals. The Partner is not permitted without prior written consent from Companial to use Companial or any Companial Affiliate's name or any commercial relation with Companial or a company associated with Companial for the purpose of advertising or as a reference.
- 17.3 Each Party will obtain the other's prior written approval for any other publicity concerning the Agreement or which mentions the other Party (e.g., press release). Except as otherwise expressly provided in the Agreement, the Agreement does not grant either party any right, title, interest, or license in or to any of trademarks, trade names, trade dress, or logos of the other party.

18. Term and termination

- 18.1 The Agreement is effective from the Effective Date and shall continue in force until terminated in

accordance with this Agreement.

- 18.2 Either Party may terminate this Agreement at any time, for convenience, upon 90 (ninety) calendar days' notice to the other Party. However, the Partner is not entitled to terminate the Agreement within the first 12 (twelve) months the Effective Date.
 - 18.3 Either Party may at any time upon written notice to the other Party terminate the Agreement fully or partly if a Party is in material breach of one or more obligations under the Agreement and if either:
 - 18.3.1 the material default is capable of remedy and the breaching Party has failed to remedy the material breach within reasonable time not exceeding 20 (twenty) Business Days of the receipt of notice specifying the material default in a notice requiring its remedy within the said period of time;
 - 18.3.2 the material default is not capable of remedy; and/or
 - 18.3.3 either Party ceases trading, is deemed by any relevant statutory provisions unable to pay its debts, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution, or has an administrator or other receiver, manager, trustee, liquidator or similar officer appointed over all or any substantial part of its assets, or is subject to any analogous act or proceeding under law.
 - 18.4 In addition to the foregoing, Companial may terminate this Agreement:
 - 18.4.1 immediately upon the Partner becoming the subject of any kind of criminal or integrity investigation and/or its good name and reputation is tarnished in such a way that this might reflect negatively on Companial or its customers;
 - 18.4.2 with at least 30 (thirty) days' written notice if (a) any current or future legal regulation or requirements applicable to Companial present a hardship to Companial's provision of Products and/or Services without a change, and/or causes Companial to believe this Agreement or the distribution of Products and/or Services may be in conflict with any such regulation or requirement, or (b) any changes or requirements initiated by Microsoft or other third party licensor present a technical, commercial or operational difficulty for Companial's distribution of Products and/or Services without significant changes.
 - 18.5 In case of early termination, whether for default or convenience, all due payments under the Agreement shall be paid in accordance with payment terms set out in this Agreement however not later than within 60 (sixty) calendar days after termination of the Agreement.
 - 18.6 Upon termination of the Agreement, all rights granted to the Parties shall cease. Each Party shall promptly return to the other Party or destroy, if requested by Companial, all materials, information and documentation in any form containing or disclosing any of the Confidential Information, except:
 - a) Companial will be allowed to retain a copy of the Partner's Confidential Information to the extent necessary for legal, archival, or audit purposes,
 - b) Companial shall not be required to destroy copies of any records or files containing Confidential Information which have been created pursuant automatic back-up procedures on secure servers which cannot reasonably be deleted.Any retention of Confidential Information as permitted herein will be subject to confidentiality terms of this Agreement.
- 19. No Warranty**
- 19.1 The selection and ordering of Products and/or Services are solely at the Partner's own discretion. The Partner shall determine for themselves that Products, Services, documentation, and any other materials provided under this Agreement are suitable in quality and performance for use on the computer systems on which they may be installed. The Partner shall provide any required notices or warnings to Customers.
 - 19.2 No information, whether oral or written, obtained by the Partner from Companial shall be considered an advice or create any, implied or express, warranty or representation for the Products and/or Services. For the avoidance of doubt, Companial makes no warranties that: (a) Products and/or

Services will meet the Partner's or Customer's requirements, including quality or other expectations, (b) the Products and/or Services will be uninterrupted, timely, secure, or error-free, and/or (c) the results or outcome from the use of Products and/or Services will be accurate or reliable.

- 19.3 Companial assumes no responsibility or liability whatsoever in or related to Products and/or non-Companial Services or any, acts or omissions, including delays, attributable to third parties. Companial will not be liable for any damages that the Partner or Customer may suffer in connection with installing, using, modifying, or distributing Products and/or non-Companial Services.

20. Liability

- 20.1 To the extent permitted under law, Companial and/or its Affiliates' entire aggregate liability to the Partner in connection with or arising out of the Agreement for any event or series of events whether arising in contract, tort, delict, equity, or otherwise at law shall not exceed the lower of: (a) total amount paid by the Partner to Companial in the twelve-month period prior to the event giving rise to the liability, or (b) Euro 5.000,- (five thousand).
- 20.2 Companial and/or its Affiliates' liability shall be limited to direct losses of the Partner. In no event will Companial or its Affiliates shall be liable to the Partner or its Affiliates for any indirect damages, including but not limited, to loss of profit, business, revenue, goodwill, or anticipated savings or other economic, consequential loss or damage howsoever arising.
- 20.3 The limitation of liability set out in 20.1 will not operate to exclude or limit Companial or its Affiliates' liability for wilful misconduct or gross negligence on its part nor for any death or personal injury arising from its negligence.
- 20.4 Neither this Agreement, nor any other agreement entered into pursuant to this Agreement creates any joint or several liabilities for Companial and any of Companial Affiliates.

21. Force majeure

- 21.1 Neither Party shall be liable for events that constitute force majeure, including, but not limited to, war, riots, insurrection, general strike, fire, natural disasters, pandemic, cyberattacks, embargoes, failure of telecommunications, electricity, or internet, power failure, serious computer virus and force majeure affecting suppliers that are not caused by an obligated party.
- 21.2 In the event of force majeure, the affected Party shall inform the other Party of its occurrence without undue delay, and both Parties may require a renegotiation of the terms of delivery affected by force majeure. If the force majeure event continues for more than 30 (thirty) days, both parties shall be entitled to terminate the Agreement for the future. Force majeure does not apply to payment obligations.

22. Amendments

- 22.1 Except as otherwise expressly permitted in the Agreement, Companial may from time to time amend this Agreement or any parts thereof by providing 60 (sixty) days' written notice to the Partner. If the Partner does not accept any revision of the Agreement, the Partner may terminate the Agreement within 10 (ten) Business Days of the notification sent by Companial.
- 22.2 Notwithstanding the foregoing, the Parties may amend the Agreement or any provision thereof at any time if done in writing and executed by authorized representatives of both Parties.

23. Law, Jurisdiction and Dispute Resolution

- 23.1 The Agreement and any non-contractual obligations arising out of or in connection herewith will be governed, construed, and enforced in accordance with the Dutch law to the exclusion of any other law and without regard to any conflict of law principles and subject to exclusive jurisdiction of the applicable court of the Central Netherlands (Midden-Nederland).
- 23.2 The Parties will endeavour to solve all disputes or disagreements through negotiations between the chief executive (or equivalent) of the Parties or their respective nominees.
- 23.3 The Parties acknowledge and agree that all disputes that may arise out of or in relation to this

Agreement shall procedurally be conducted in such way that the signing parties shall have conduct of the dispute. Any Companial Affiliate shall however be entitled, at its discretion, to take over the conduct of any dispute on behalf of the Companial signing entity.

24. Collection

- 24.1 Without prejudice to any other terms under this Agreement, Companial shall be entitled to commence collection proceedings for the payment of any amount due and undisputed in any court or authority with jurisdiction over the Partner or any of the Partner's assets. In the event of collection proceedings for the payment of any amount due, the Partner shall reimburse all legal fees and costs resulting therefrom.

25. Notices

- 25.1 Any notice or written consent under this Agreement may be given as follows:
- 25.1.1 by delivery recorded mail or courier to the other Party's authorized representative at the address set out in the Cover Page, or to any other address as one Party has notified the other of, and will be valid on the date of recorded receipt, or
 - 25.1.2 by email to the email address/addresses of the other Party's authorized representative as set out in the Cover Page and will be valid at the time of sending unless the email system has generated an unsuccessful transmission or unsuccessful delivery report.

26. Subcontractors

- 26.1 Companial shall be entitled to use sub-contractors or Companial Affiliates in the performance of the Companial Services without a separate notice to or consent from the Partner provided that Companial will be liable to their acts and omissions to the extent Companial is itself liable under this Agreement.

27. Assignment

- 27.1 The Parties are entitled to assign, novate, and otherwise transfer their rights and/or obligations under the Agreement in whole or in part to: (a) any Affiliate, or (b) any party that acquires all of Party's assets or stocks by acquisition, merger, reorganization or otherwise, in either case, the Party in question will within a reasonable time of such assignment, transfer or novation notify the other Party in writing hereof. Under this clause the Partner may assign, novate, and otherwise transfer its rights and/or obligations under the Agreement only to the parties established within the Territory.

28. Third Party Beneficiaries

- 28.1 There are no third-party beneficiaries to this Agreement except for: (a) Microsoft, in case of the Partner's purchase and/or resale of SPA Products, CSP Products, and/or Microsoft Services; (b) ISV, in case of the Partner's purchase and/or resale of ISV Solutions, and (c) Companial Affiliates. The afore-mentioned parties will be considered third-party beneficiaries for the rights and obligations in accordance with the Dutch law.

29. Order of Precedence

- 29.1 In the event of discrepancies or contradictions, the order of precedence shall be as follows in descending order:
- Framework;
 - Appendix B: General Terms and Conditions;
 - Appendix C: *Flow Down Terms*;
 - Appendix E: Data Processing Agreement;
 - Appendix A: Companial Membership Description and Pricing;
 - Appendix D: Documents and Information;
 - Any other documents or terms referred to in this Agreement.

30. Non – solicitation

- 30.1 The Partner undertakes not to apply direct search techniques, including but not limited to head hunting, contacting employees of Companial directly by phone, email, at the conference etc., in order to recruit or hire any of Companial's employees provided under this Agreement during a term of this Agreement and a period of 12 (twelve) months from the termination of this Agreement. In case of breach of this undertaking, the Partner shall pay Companial an amount equal to 12 (twelve) months gross salary of respective employee. This clause shall not be applicable in case of indirect search, whereas a result of using different types of media for job advertising campaign such employees apply for particular position on their own initiative.

31. Validity

- 31.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement that shall continue in full force and effect.

32. Independent Parties

- 32.1 Any use of the term "the Partner" is for reference purposes only. The Parties are independent contractors, and this Agreement does not create any agency, the partnership, joint venture, employment, or other form of association which could impose the liability of one Party upon the other.
- 32.2 Neither Party nor any of its representatives may make any representation, warranty, or promise on behalf of the other Party.

33. Entire Agreement

- 33.1 The Agreement represents the entire agreement relating to the subject matter and engagements addressed herein and shall supersede any prior or concurrent communications and agreements in such regard.
- 33.2 Any purported terms or conditions that the Partner includes with its purchase or sales orders, invoices, or web portals, or otherwise provides to Companial in connection with this Agreement, are hereby excluded and will be deemed void and will not amend or supplement this Agreement in any way. Companial may, at its discretion, accept any such purchase or sales orders, acknowledgments, or receipts provided that they do not amend or in any way modify the terms of this Agreement.

34. Survival

- 34.1 All rights and obligations of the Parties under the Agreement shall automatically cease upon termination except for such rights or obligations that have accrued prior to such termination. Those rights and obligations intended to survive under the Agreement, including confidentiality, liability, indemnification obligations, intellectual property rights, applicable law and jurisdiction shall survive expiration or termination of the Agreement, howsoever caused, until all obligations under the Agreement have been performed and all claims, demands, suits, actions, or liabilities of any nature relating thereto have been settled.

35. Waiver

- 35.1 Failure or delay by either Party to enforce any provision of the Agreement, or any rights or remedies thereunder, will not constitute a waiver. Any waiver shall be in writing and executed by the authorized representative of the waiving Party.

RMA Appendix C
Flow Down Terms

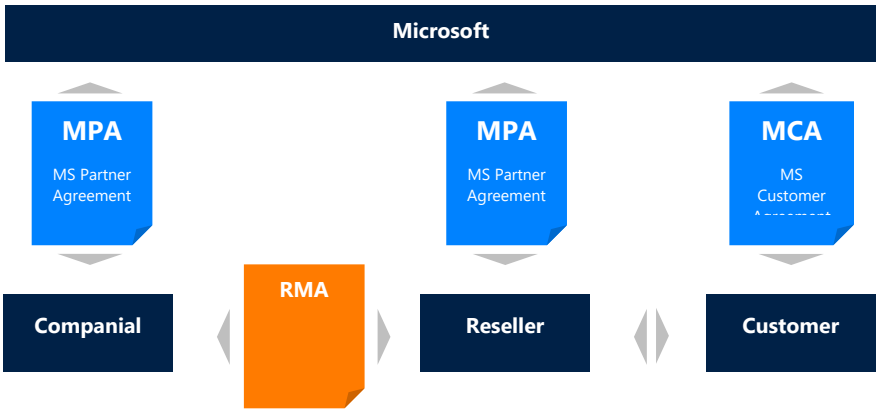
Version 1.0

This Appendix C constitutes an integral part of the RMA.

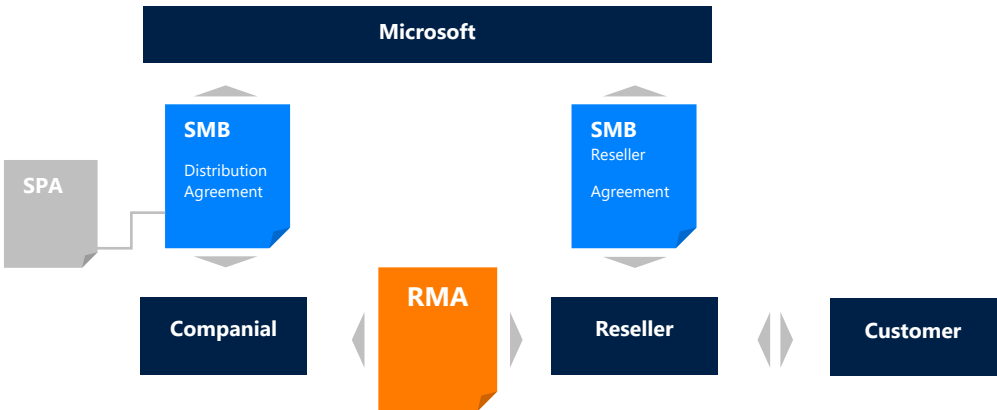
1. Contract Structure related to Resale of Microsoft Products

1.1. An overview of the contract structure applicable to resale of CSP Products and SPA Products respectively are as follows. This overview is for visualization purposes only and may change at any time, for example, if Microsoft changes the contractual set up for its Products.

I. CSP-Products / MPA related



II. SPA Products



2. CSP Flow Down Terms

- 2.1. In accordance with the agreements between Companial and Microsoft, Companial, acting as indirect CSP provider, is obliged to provide CSP Flow Down Terms to its Partners. CSP Flow Down are described in the Companial CSP Flow Down Terms (link in Appendix D).
- 2.2. The Partner agrees and understands that its authorization to distribute CSP Products is conditioned on its continued compliance with (i) Microsoft Partner Agreement, and (ii) the RMA, including the Companial CSP Flow Down Terms.

3. SPA Flow Down Terms

- 3.1. According to agreement between Companial and Microsoft as indirect SPA distributor Companial is obliged to provide SPA Flow Down Terms to its Partners. SPA Flow Down Terms are described in the Companial SPA Flow Down Terms (link in Appendix D).
- 3.2. The Partner agrees and understands that its authorization to distribute SPA Products is conditioned on its continued compliance with (i) Dynamics SMB Reseller Agreement, and (ii) the RMA, including the Companial SPA Flow Down Terms.

For information only: The links to Microsoft agreements available on PartnerSource Business Center or Microsoft Partner Network are listed in Appendix D Documents and Information.

RMA Appendix D

Documents and Information

Version 1.3 January 2026

This Appendix D constitutes an integral part of the RMA.

Login credentials might be required on different portals behind the links. If access to these environments has not been received (yet) Companial group may be requested for temporary and secured access to these documents. Any access to Microsoft environment (e.g., Microsoft Partner Center) is granted by Microsoft and not Companial.

Contract / Document	Link
Current Microsoft Partner Agreement Available in Companial Partner Portal	https://partner.companial.com/documents/04e8b890-b8ca-4278-b1ee-30e7c63961b8/download
Current Microsoft Customer Agreement Available on Microsoft website	https://www.microsoft.com/licensing/docs/customeragreement
Current Microsoft Software License terms Available in Microsoft portal	https://businesscenter.mbs.microsoft.com/#contentdetail/Dynamics_SLT
Current Microsoft Solution Provider Agreement Available in Microsoft portal	https://businesscenter.mbs.microsoft.com/#contentdetail/SPA
Current Microsoft SMB Reseller Agreement Available in Companial Partner Portal	https://partner.companial.com/documents/f0f9951d-b751-42c7-91b3-847ae63cb8c8/download
Current Companial CSP Software Pricelists Available in Companial Partner Portal	https://partner.companial.com/documents/CSPSoftwarePricelist/download
Current Companial CSP NCE Pricelist Available in Companial Partner Portal	https://partner.companial.com/documents/CompanialCSNCEPricelist/download
Current Companial ISV Pricing Available in Companial Marketplace	https://global.cspprod.com/servlet/Turbine/frm/single/
Current Dynamics SPA Pricelist Available in Microsoft portal	https://businesscenter.mbs.microsoft.com/#contentsearch/pricesheets?t=1609858839346
Current SPA License Discount Schedule Available in Microsoft portal	https://businesscenter.mbs.microsoft.com/#contentdetail/SPA
Current SPA Enhancement Plan Discount Schedule Available in Microsoft portal	https://businesscenter.mbs.microsoft.com/#contentdetail/SPA
Current link to Microsoft Geographical Availability Report	https://dynamics.microsoft.com/en-us/availability-reports/
Current Link to Microsoft's Anti-Corruption Policy for representatives	http://www.microsoft.com/en-us/Legal/Compliance/anticorruption/Default.aspx

Current link to Microsoft Partner Centre	https://partner.microsoft.com/
Current link to PartnerSource Business Center Microsoft website	https://businesscenter.mbs.microsoft.com
Current link to Microsoft Partner Network (MPN)	https://partner.microsoft.com/en-us/solutions/business-applications/dynamics-onprem
Current link to Microsoft CustomerSource Center	https://mbs2.microsoft.com/customersourceapp/CustomerSourceCenter/default.aspx
Current link to Microsoft Learn	https://learn.microsoft.com/en-us/
Current link to Companial Marketplace	https://global.cspprod.com
Current link to Companial Partner Portal	https://partner.companial.com/
Current Companial CSP Operations Guide	https://partner.companial.com/documents/402871d7-cb72-4415-883c-e3069881501c/download
Current Companial on-premises Operations Guide	https://partner.companial.com/documents/c10e8865-06b0-48b0-a4c0-6e6294a2c436/download
Current Companial Terms of Service	https://companial.com/terms-of-service/
Current Companial CSP Flow Down Terms	https://partner.companial.com/documents/CompanialCSPFlowDownTermsv1.0EN.docx/download
Current Companial SPA Flow Down Terms	https://partner.companial.com/documents/CompanialSPAFlowDownTermsv1.0EN.docx/download
Current Companial Enterprise Advantage Suite Available in Companial Partner Portal	https://partner.companial.com/documents/Companial_EAS/download
Current Companial Privacy Policy	https://companial.com/privacy-policy/
Current Companial Data Processing Overview	https://partner.companial.com/documents/6c1db3d9-d8c1-4b47-94aa-f6a5896f5368/download

RMA Appendix E

Data Processing Agreement

Version 1.2

This Appendix E constitutes an integral part of the RMA.

This Data Processing Agreement ("**DPA**") is entered into between Companial and the Partner and is effective as of the Effective Date. The DPA applies insofar as Personal Data is processed by Companial Group in connection with the Agreement.

PART I - INTRODUCTION

1 Background

- 1.1 Under the Agreement, Companial Group provides Products and/or Services to the Partner.
- 1.2 This DPA sets out data protection, security, and confidentiality requirements with regard to the Processing of Personal Data disclosed or transferred to Companial Group or collected, stored, accessed, or otherwise processed by Companial Group in connection with the Agreement.
- 1.3 This DPA consists of four parts:
 - Part I includes background, definitions, and general principles,
 - Part II sets out Parties' roles and responsibilities in terms of Companial Group acting as a Data Controller,
 - Part III sets out Parties roles and responsibilities in terms of Companial Group acting as a Data Processor,
 - Part IV sets our general legal terms and conditions not defined in other parts of this DPA.

2 Definitions

Capitalized terms not defined in Appendix B Terms and Conditions or online, will have the meaning assigned to them herein:

Agreement means the agreement between Companial or Companial Affiliate and the Partner for provision of Products and/or Services, that incorporates this DPA as an integral part thereto.

Data Protection Laws means all laws and regulations applicable to the Partner or Companial Group relating to the privacy, confidentiality, security and protection of Personal Data, including the European Union General Data Protection Regulation 2016/679, ("**GDPR**"), as amended, supplemented or replaced, from time to time, the EU Directive 2002/58/EC ("**e-Privacy Directive**"), as amended, supplemented or replaced from time to time, and EU Member State laws implementing the GDPR or e-Privacy Directive, including laws regulating the use of cookies and other tracking means as well as unsolicited e-mail communications; EU Member State laws regulating security breach notification and imposing data security requirements; and any other data protection laws of the country which has jurisdiction over the Personal Data.

Data Processing Overview means a document listing Companial Group's Sub-processors and locations for processing Personal Data. The current version of the Data Processing Overview is published on the Companial Group Partner Portal, the link to this document can be found in Appendix D: *Documents and Information*.

Data Controller means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Data Processor means the entity which Processes Personal Data on behalf of the Data Controller.

Data Subject means an identified or identifiable natural person to whom the Personal Data pertain.

Instructions means this DPA, the Agreement, and any further written agreement of the Parties by way of which the Data Processor is instructed to perform specific Processing of Personal Data.

SCC or **standard Contractual Clauses** means the agreement pursuant to the European Commission's implementing decisions (EU) 2021/914 and 2021/915 of June 4, 2021 on: (i) standard contractual clauses for the transfer of personal data to third countries and (ii) on standard contractual clauses between controllers and

processors under Article 28(7) of the GDPR respectively, as amended, supplemented, or replaced, from time to time.

Sub-processor means the entity engaged by the Data Processor or any further sub-processor to Process Personal Data on behalf and under the authority of the Data Controller.

Companial Privacy Policy means privacy statement by Companial Group that describes how personal data is collected and processed by Companial. The current version of the Companial Privacy Policy is available on Companial websites or may be accessed via link provided in Appendix D: *Documents and Information*.

Terms **Personal Data, Personal Data Breach, Processing, Pseudonymization, Special Categories of Personal Data** other terms not defined in the DPA or Agreement will have meanings given to them in the GDPR.

3 General compliance

- 3.1 Each Party will comply with the requirements of Data Protection Laws as applicable to such party with respect to the Processing of Personal Data and the roles and responsibilities set out in this DPA.
- 3.2 The Parties acknowledge and agree that the Processing purposes, the type, and categories of Personal Data, the Data Subjects whose Personal Data are being processed under this DPA, are reflected in Part II and Part III of this DPA.
- 3.3 The Parties acknowledge that certain Data Protection Laws, in particular the GDPR, make specific distinctions between Data Controller vs. Data Processor responsibilities. When Companial Group is only acting as a Data Processor as described in this DPA, Companial Group's compliance obligations are narrowed accordingly in accordance with Data Protection Laws.
- 3.4 Personal Data is being shared between the Partner and Companial Group under this DPA only in the context of the provision or receipt of Products and/or Services by the Partner or a Customer.

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PART II - Companial Group AS DATA CONTROLLER

4 Data Processing

- 4.1 The Parties acknowledge and agree that in regard to processing Personal Data as described in this section 4, Companial Group acts as a Data Controller. Processing purposes, the type and categories of Personal Data, the Data Subjects whose Personal Data are being processed by Companial Group as Data Controller under this DPA, are described herein:

Processing concerns the following categories of Data Subjects:

Partner's employees, consultants, representatives, users of Companial Partner Portal.

Processing concerns the following categories of Personal Data:

First name, last name, email address, city, country, company, title, phone number, unique Microsoft customer or partner identifier, order ID, license type, date/time/amount of transaction, banking details, IP address and other information set out in the Companial Privacy Policy.

Processing is carried out for the following purposes :

Companial Group is a Data Controller with respect to the Processing carried out for the following purposes:

- Administering and billing the orders for the Products and/or Services.
- Providing access to Companial Partner Portal and Companial Marketplace to Partner's representatives.
- Contract management, payment processing, service offering, and business development purposes.
- Other purposes defined in the Companial Privacy Policy.

- 4.2 To the extent that Companial Group is acting as a Data Controller pursuant to this section 4 Companial Group will:
- a) Perform all of its obligations in accordance with Data Protection Laws incumbent on Data Controllers and only for the purposes stated herein;
 - b) Process Personal Data in accordance with the Companial Privacy Policy;
 - c) Ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data in accordance with Data Protection Laws, including by means of offering a transparent and easily accessible public privacy notice (Companial Privacy Policy);
 - d) Ensure that there is a lawful basis for Processing of Personal Data in accordance with Article 6 of the GDPR;
 - e) Ensure that Data Subjects can exercise their data protection rights granted to them under Data Protection Laws;
 - f) Be entitled to transfer such information to any country where Companial Group global organization operates or to Companial Group Data Processors pursuant to Data Protection Laws, such as written agreement, adequacy decisions or Standard Contractual Clauses, as applicable.

PART III – Companial Group AS DATA PROCESSOR

5 Data Processing

- 5.1 The Parties acknowledge and agree that in regards to processing of Personal Data as described in section 5, Companial Group acts as a Data Processor (or Sub-processor) acting on the Partner's behalf and the Partner appoints Companial Group to process Personal Data in order to provide the Products and/or Services to the Partner and its respective Customers.
- 5.2 Processing purposes, the type and categories of Personal Data, the Data Subjects whose Personal Data are being processed by Companial Group as Data Processor (or Sub-processor) under this DPA are described herein:

Processing concerns the following categories of Data Subjects:

Partner's employees, consultants, representatives, users of the Companial Partner Portal and/or the Companial Marketplace.

Customer's employees, consultants, representatives, and users of Products and/or Services, users of Companial Partner Portal as made available by Partner.

Any other Groups of Data Subjects the Personal Data of whom the Partner (or its Customer, where applicable) choose to input into the Companial Partner Portal, the Companial Marketplace or otherwise provide to Companial Group during the provision or receipt of Products and/or Services.

Processing concerns the following categories of Personal Data:

First name, last name, email address, city, country, company, unique Microsoft customer or partner identifier, order ID, license type, date/time/amount of transaction, IP address and other information set out in the Companial Privacy Policy.

Any other categories of Personal Data which the Partner chooses to input into the Companial Partner Portal, Companial Marketplace or otherwise provide to Companial Group during the provision or receipt of Products and/or Services.

Processing is carried out for the following purposes:

Companial Group is a Data Processor with respect to the Processing carried out for the following purposes:

- Facilitating order transactions placed by the Partner on behalf of Customers and providing Products and/or Services to the Partner or its Customers, including purposes compatible with providing those Products and/or Services.
- Maintaining Customer order information if such is placed on Companial Marketplace.
- Providing technical support to the Partner serving its Customers. Companial Group shall not access customer environments or customer tenant data without a written consent from the Customer. For the avoidance of doubt, it is not intended that the technical support is provided by Companial Group directly to Customers.
- Other processing activities as per Instructions of the Partner.

- 5.3 As a Data Processor, Companial Group shall process Personal Data only on documented Instructions from the Partner. The terms set out in this DPA are the Partner's complete Instructions to Companial Group for the processing of Personal Data. Any additional Instructions must be agreed between the Parties in writing.
- 5.4 The duration of Personal Data processing shall be for the term of the Agreement unless further storage of the Personal Data is required or authorized by Data Protection Laws.
- 5.5 By way of this DPA, the Partner provides general written authorization to Companial Group:
 - a) to engage those Companial Group's Sub-processors listed in the Data Processing Overview;
 - b) to transfer and process Personal Data in locations outside the European Economic Area (the "EEA") listed in the Data Processing Overview. The notifications about addition, replacement or changes of Companial Group's Sub-processors or locations for Processing will be communicated to the Partner by email in accordance with clause 5.7.
- 5.6 Without prejudice to other obligations of the Partner under this DPA, the Partner shall:
 - a) Only provide Instructions to Companial Group that are lawful.
 - b) Perform all its obligations under Data Protection Laws, including with regard to data security and confidentiality obligations.
 - c) Ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data, including by means of offering a transparent and easily accessible public privacy notice.
 - d) Ensure that there is a lawful basis for Processing of Personal Data in accordance with Data Protection Laws (including Article 6 of the GDPR).
 - e) Ensure that Data Subjects can exercise their data protection rights granted to them under Data Protection Laws.
 - f) Be solely responsible for: (a) complying with incident notification laws applicable to Partner and fulfilling any notification obligations related to any Personal Data Breach; and (b) notifying each Data Subject affected by the breach without undue delay, when required by Data Protection Laws; and
 - g) To the extent necessary to comply with Data Protection Laws, inform Companial Group without unreasonable delay, but no later than 48 hours after becoming aware of any Personal Data Breach affecting Personal Data processed under the Agreement. Partner will provide reasonable information and cooperation to Companial Group so that Companial Group can fulfill any data breach reporting obligations it may have under (and in accordance with the timescales required by) Data Protection Laws. Partner will further take reasonably necessary measures and actions to remedy or mitigate the effects of the Personal Data Breach and will keep Companial Group informed of all material developments in connection with the Personal Data Breach.
- 5.7 To the extent that Companial Group is acting as a Data Processor, Companial Group will:
 - a) Notify the Partner without undue delay if Companial Group believes that the Partner's Instructions infringe Data Protection Laws.
 - b) Ensure that any person authorized to Process Personal Data in the context of the Products and/or Services is granted access to Personal Data on a need-to-know basis and is committed to respecting the confidentiality of the Personal Data.
 - c) When required by Data Protection Laws, inform the Partner without undue delay of: (i) any formal requests from Data Subjects exercising their rights under Data Protection Laws, and not to fulfill or resolve such requests, unless instructed by the Partner in writing; and (ii) if permitted, any requests made by public authorities requiring Companial Group to disclose the Personal Data Processed in the context of the provision of Products and/or Services or to participate in an investigation involving such Personal Data;
 - d) If Companial Group receives any request from a Data Subject in relation to Personal Data, Companial Group will advise the Data Subject to submit its request to the Partner and the Partner will be responsible for responding to any such request. Nevertheless, Companial Group shall, taking into account the nature of the processing, assist the Partner by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Partner's obligation to respond to requests from Data Subjects regarding exercising their rights laid down in Data Protection Laws (including Chapter III of the GDPR);

- e) When required by Data Protection Laws, provide reasonable assistance to the Partner (such assistance to be at the expense of the Partner) in ensuring compliance with the obligations of the Partner under Data Protection Laws, including but not limited to conducting data protection impact assessments and consulting with a supervisory authority, taking into account the nature of the Processing and the information available to Companial Group.
- f) Upon the occurrence of any Personal Data Breach, without undue delay from the moment of becoming aware of the Personal Data Breach (i) notify the Partner in accordance with the notification requirements set out in GDPR; and (ii) promptly take reasonable steps to minimize harm and secure Personal Data. Companial Group notification of or response to Personal Data Breach under this clause will not be construed as an acknowledgment by Companial Group of any fault or liability with respect to the breach.
- g) When required by Data Protection Laws, inform the Partner by giving reasonable written prior notice but never less than 30 (thirty) days (unless unforeseen circumstances requiring Companial Group to take urgent action mean that Companial Group cannot provide such period of notice) of any addition, replacement or other changes of Companial Group's Sub-processors and provide the Partner with the opportunity to object to such changes. In the event that the Partner objects to any addition, replacement or other change of Companial Group's Sub-processor, the Partner may at its discretion elect to terminate the Agreement without any charge if Companial Group is unable to address the Partner's objection to its satisfaction (acting reasonably). The Partner acknowledges that engagement of Companial Group's Sub-processors is essential to provide the Products and/or Services and that objecting to the use of a Companial Group's Sub-processor may prevent Companial Group from offering the Products and/or Services to the Partner.
- h) Enter into a written agreement with the Companial Group's Sub-processors imposing on those Sub-processors substantially the same obligations as those imposed on Companial Group under this DPA, including appropriate technical and organizational measures (described in Section Data security herein). In case the Companial Group's Sub-processor fails to fulfil its data protection obligations under such written agreement with Companial Group, Companial Group will remain liable towards the Partner for the performance of the Companial Group Sub-processor's obligations under such agreement to the same extent as Companial Group itself is liable to Partner.
- i) must not transfer Personal Data out of the European Economic Area (the "EEA") without the prior written approval of the Partner (except authorized by this DPA). In the event such approval is granted, Companial Group comply with Data Protection Laws for the transfer of Personal Data outside of the EEA, including by facilitating the conclusion of Standard Contractual Clauses to the extent applicable. Notwithstanding the above, Personal Data may be transferred to and from Companial Affiliates within Companial Group pursuant to any applicable requirements, such as written agreement, adequacy decisions or Standard Contractual Clauses as applicable. For the avoidance of doubt, the prior written approval of the Partner is not required, if transfer of Personal Data out of EEA is required to do so by Data Protection Laws to which Companial Group is subject to. In such case, Companial Group shall inform the Partner of such legal requirement before processing, unless law or authorities prohibits such information.
- j) contribute to audits or inspections by the auditor appointed by Companial Group or, if the Partner objects to such auditor, by an independent auditor which is acceptable to both parties (acting reasonably), to audit Companial Group's data processing activities in order to enable the Partner to verify and/or procure that Companial Group and/or Companial Group's Sub-processors are in full compliance with their obligations under this DPA. The Partner must notify Companial Group in advance of a planned audit, with at least twenty (20) Business Days written notice. An audit or inspection may take place only during normal working hours of Companial Group. Any audits, inspections or other activities intended for demonstrating Companial Group compliance under this DPA shall be conducted at the expense of the Partner. Unless required by Data Protection Laws no audits will be conducted more than once in any twelve (12) month period. In addition, Companial Group will make available to the Partner, upon request, audit reports which the Partner must treat confidentially under the confidentiality provisions of the Agreement or under a separate non-disclosure agreement concluded between the Parties, whichever applicable.

- k) At the choice of the Partner, delete or return all Personal Data to the Partner after the end of the provision of the Products and/or Services or fulfillment of all obligations under the Agreement, and delete existing copies, unless further storage of the Personal Data is required or authorized by Data Protection Laws.

PART IV - GENERAL LEGAL PROVISIONS

6 Content and Valid Basis

- 6.1 As between Companial Group and the Partner, the Partner is responsible for the content of all the data, including Personal Data, that the Partner or its Customers provide to Companial Group. The Partner confirms that it has legal grounds to process and has rights to provide Personal Data to Companial Group for processing.
- 6.2 Before obtaining Personal Data from Data Subjects and providing it to Companial Group, the Partner must obtain their legally valid permission or have another valid legal basis to permit the Processing and transfer of the Personal Data by Companial Group, Software Suppliers and their respective Affiliates, and each Parties' respective representatives and service providers as contemplated under this DPA and the Agreement. Partner shall ensure that Data Subjects whose personal data is processed under this DPA, receives information of Companial Group processing of their Personal Data (including reference to Companial Privacy Policy, where applicable).
- 6.3 Parties acknowledge and agree that it is not intended or foreseen that any Special Categories of Personal Data will be Processed under this DPA. In the event that any Special Categories of Personal Data are provided to Companial Group, the Partner shall notify Companial Group in writing in advance and the parties will enter into any additional terms and conditions, as may be required. The Partner shall prior to providing any Special Categories of Personal Data obtain Data Subject's explicit consent to the Processing of such data and guarantee to Companial Group that applicable Data Protection Laws do not prohibit Processing of it.

7 Data security

- 7.1 Each party will implement and maintain appropriate technical and organizational measures, internal controls, and data security routines (including pursuant to Article 32 of the GDPR) intended to protect the Personal Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction, including as appropriate:
 - a. Pseudonymization and encryption of Personal Data.
 - b. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services involved in the processing of Personal Data.
 - c. The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - d. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data.
- 7.2 The Partner shall notify Companial Group promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Products and/or Services, the Companial Partner Portal, or Companial Marketplace.

8 Aggregated Data

- 8.1 Companial Group may collect and use information related to the provision of the Products and/or Services, as aggregated data, provided that "*aggregated data*" means statistical information that is not identifiable to any person. Companial Group may use aggregated data to provide and improve the Products and/or Services, including, without limitations, to conduct research and analysis, to provide the analysis results on the aggregated data to third parties and to market the Products and/or Services.

9 Miscellaneous

- 9.1 In the event any of the parties' breaches and failure to comply with the terms and conditions in this DPA, the breaching party shall be held liable for all damages and costs incurred by the other party, in accordance with the provisions on liability set out in the Agreement.
- 9.2 Companial Group shall not bear any liability for the Partner not complying with obligations listed herein. Partner shall hold Companial Group harmless and indemnify Companial Group against any claims from third parties, including Data Subjects and data protection authority (among others the Dutch Data Protection Authority) based on violations of Data Protection Laws or obligations under this DPA by the Partner or on its behalf.
- 9.3 From the Effective Date, this DPA replaces and supersedes any earlier data processing agreement, if any, executed by the Parties (or their Affiliates) in its entirety.

- 9.4 This DPA will have the same duration as the Agreement. Notwithstanding, the provisions in this DPA shall remain in force as long as Companial Group Processes Personal Data as a Data Processor. In the event of changes in the Products and/or Services or applicable Data Protection Laws which will affect the Processing of the Personal Data and requires the amendment of the Data Processing Agreement in order for the parties to be able to address the requirements and comply with the applicable laws, the Parties will consult with each other and cooperate in good faith in order to amend the Data Processing Agreement. Any amendments to this DPA can be made in writing by authorized representatives of the Parties.
- 9.5 This DPA is subject to the terms and conditions of the Agreement. Any provision, including but not limited to limitation of liability, confidentiality, governing law and dispute resolution provisions and other terms and conditions of the Agreement and its appendixes shall apply to this DPA.
- 9.6 If any of the provisions of this DPA conflict with the provisions of any other written agreement concluded between the Parties, then the provisions of this DPA shall prevail. Notwithstanding the foregoing, this DPA shall not apply if and to the extent the Standard Contractual Clauses for the transfer of Personal Data to third countries are concluded and such clauses set out stricter obligations for the Parties. The Parties have carefully reviewed this DPA and agree to its terms and conditions.