

## PARTNER AGREEMENT

**THIS IS A NON-EXCLUSIVE ONE-TIME RESELLER AGREEMENT THAT APPLIES AS BETWEEN THE PARTIES IN THE ABSENCE OF ANY WRITTEN AGREEMENT SIGNED BY BOTH PARTIES. IT IS NOT A COMMERCIAL AGENCY AGREEMENT AND THE PARTIES TO IT HAVE AGREED THAT IT MUST NOT BE REGISTERED AT ANY GOVERNMENT OR OTHER REGISTRY IN THE TERRITORY WITHOUT VENDOR'S EXPRESS PRIOR WRITTEN AGREEMENT**

### PARTIES

- (1) The person or legal entity reselling the Products as specified in a Quote signed by the Reseller and the Vendor (**Reseller**); and
- (2) The contracting entity specified in clause 23 of this agreement (Vendor) (the **Vendor**).

### AGREED TERMS

#### 1. INTERPRETATION

**Business Day:** any day which is not a Saturday, Sunday or public holiday in the United Kingdom or the United States.

**Business Hours:** 9.00 am to 5.30 pm local GMT/BST time, Mon to Fri, exc. public holidays.

**Confidential Information:** the terms of this agreement and any and all information that is proprietary or confidential and is either clearly labelled as such or should otherwise reasonably be considered to be Confidential Information.

**End-User; Fees; Products:** as specified in the Quote.

**Legislation:** any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

**PO:** the Reseller's purchase or order documentation.

**Policies:** the Vendor's supplier policies including but not limited to the Immersive Labs Supplier and Partner Code of Conduct as amended from time-to-time at Vendor's sole discretion and available at [www.immersivelabs.com/legal](http://www.immersivelabs.com/legal).

**Products:** as specified in the Services Guide (as amended from time-to-time) and available at [www.immersivelabs.com/legal](http://www.immersivelabs.com/legal).

**Quote:** the order document signed by both Reseller and Vendor.

**Territory:** the geographical location of the End User as specified in the Quote and if not so specified, the domicile of the Vendor.

**Trade Marks:** the trade mark registrations and applications applicable to the Products and Vendor, as updated from time to time.

A reference to **writing** or **written** includes e-mail.

#### 2. APPOINTMENT

2.1 Vendor hereby grants the Reseller the non-exclusive right to resell the Products to the End User within the Territory on a one-off basis pursuant to the terms of this Agreement.

2.2 Nothing in this Agreement transfers any right, title or interest to any such Products to the Reseller, the End User or Reseller's customers. The Reseller may not appoint sub-agents, sub-distributors, sub-representatives, resellers or other persons to act on Reseller's behalf without the express prior written consent of the Vendor. The Reseller shall not represent itself as an agent of Vendor for any purpose, nor pledge Vendor's credit or give any condition or warranty or make any representation on Vendor's behalf or commit Vendor to any contracts.

2.3 The Reseller has no right under this agreement to licence or sub-licence Products to End User. The Products shall be licensed directly to the End User by Vendor pursuant to the terms of the EULA (being the Vendor's standard end user licence agreement for the Products, as may be amended, supplemented or updated from time to time on written notice to the Reseller). The Reseller understands and shall inform the End User that the use of Products is dependent upon the End User agreeing and adhering to the EULA. Delivery of the Products will be made directly to End User by Vendor, together with full account and licence activation details. Once delivery is complete Vendor will notify the Reseller confirming successful and completion of delivery to End User.

2.4 The Vendor shall be free, at its sole discretion, to:

- (a) Appoint and use any other distributor, reseller or agent for the Products in the Territory or elsewhere; and
- (b) Supply any Products directly in the Territory or elsewhere whether for use or resale.

#### 3. PRICES, DISCOUNTS AND PAYMENT

3.1 The Reseller shall pay the Fees invoiced to it by Vendor within 30 days of the date of the invoice. Such payment shall be in full and upfront on a non-cancellable, non-refundable basis without any deduction whatsoever for the entire Term. Payment by check is not accepted by Vendor. The

Reseller shall be free to set the price for the Products for resale to End User.

3.2 The Reseller acknowledges that this agreement contemplates that the Vendor will not be responsible for any taxes with respect to any transactions or payments contemplated by or pursuant to this agreement. Accordingly, payments required to be made by the Reseller to the Vendor pursuant to this agreement shall be the gross amount without deduction for any taxes, including any sales tax, use tax, value added tax or non-resident withholding taxes which may be imposed on payments by the Reseller to the Vendor.

3.3 If the Reseller is required to deduct any withholding tax or other tax from any payment to the Vendor, then the amount payable shall be increased by such amount as is necessary to make the actual amount received (after such withholding tax and after any additional taxes on account of such additional payment) equal to the amount that would have been received had no withholding been required. In that case, the Reseller shall pay the amount required to be withheld to the applicable taxing authority and shall promptly deliver to the Vendor receipts of applicable governmental authorities showing that all taxes were properly withheld in compliance with applicable law.

3.4 Where Reseller is in possession of a valid Resale Certificate (USA) or similar, Reseller shall provide this to Vendor for compliance purposes.

3.5 Any and all expenses, costs and charges incurred by the Reseller in the performance of its obligations under this agreement shall be paid and borne by the Reseller.

3.6 Without prejudice to and in addition to any other rights and remedies the Vendor might have, the Reseller shall pay to the Vendor interest on any monies due to the Vendor which remain unpaid at the rate of eight per cent (8%) for the time being in force or the maximum rate permitted by law in the Territory if lower from the date such sum falls due until the date of actual payment and compounded monthly.

#### 4. RESELLER'S UNDERTAKINGS

4.1 The Reseller undertakes and agrees with Vendor:

- (a) to ensure that End User is aware of the terms and conditions of the click-through EULA and that they must accept such terms before using the Products;
- (b) to not amend or vary the terms of the EULA without Vendor's written consent;
- (c) to keep full and proper records showing clearly all transactions and proceedings

relating to the Products and, on reasonable notice, provide copies of such records to Vendor when requested (subject to any duty of confidentiality owed by the Reseller any third party);

- (d) to comply with the Vendor's Policies including but not limited to the Vendor's Anti-Bribery and Anti-Corruption Policy as applicable and as amended from time-to-time;
- (e) that it is not (and neither are any of Reseller's group or connected companies or persons) subject to sanctions or designated on any list of prohibited and restricted parties (including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities);
- (f) that it shall not do anything that could bring the Vendor's brand or Products into disrepute or damage the reputation of the Vendor's brand or Products; and
- (g) that upon learning of any matter contrary to the obligations in this clause, Reseller will immediately notify the Vendor.

#### 5. SUPPLY OF PRODUCTS

5.1 Vendor is entitled to vary the Services Guide, to amend the Products or to exclude from this agreement one or more of the Products upon written notice to the Reseller, provided always that Vendor shall honour POs accepted prior to such variation.

5.2 Vendor is entitled to withdraw supply of products to End User and terminate the relevant PO with immediate effect for non-payment of Fees in full or if End User (or any of End User's group or connected persons or entities) is or becomes subject to sanctions or is designated on any list of prohibited and restricted parties (including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities).

#### 6. INTELLECTUAL PROPERTY RIGHTS

6.1 **Intellectual Property Rights** means any and all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same and whenever arising, registered or applied to be registered including, without limitation, copyright, database rights, design rights, patents, trade marks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information.

6.2 All Intellectual Property Rights in and to the Products and the Trade Marks belong, to Vendor. Nothing in this agreement shall operate to transfer any Intellectual Property Rights in the Products or the Trade Marks to the Reseller, End User or any third party.

6.3 The Reseller shall not knowingly do or authorise any third party to do any act which would invalidate or be inconsistent with any Intellectual Property Rights of Vendor and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

6.4 Other than the licences expressly granted under this agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this agreement, the Reseller shall have no rights in respect of any trade names or trade marks (including the Trade Marks) used by Vendor in relation to the Products or their associated goodwill, and the Reseller hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, Vendor.

6.5 The Reseller shall promptly give notice in writing to Vendor in the event that it becomes aware of:

- (a) any infringement or suspected infringement of the Trade Marks or any other Intellectual Property Rights in or relating to the Products; and
- (b) any claim that any Product or the manufacture, use, sale or other disposal of any Product, whether or not under the Trade Marks, infringes the rights of any third party.

## 7. CONFIDENTIALITY

7.1 Each party may have access to Confidential Information of the other party under this agreement. A party's Confidential Information shall not include information that:

- (a) is or becomes publicly known through no act or omission of the receiving party; or
- (b) was in the other party's lawful possession prior to the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law and/or applicable Legislation, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement. Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

7.3 To the extent necessary to implement the provisions of this agreement, each party may disclose Confidential Information to its employees and representatives as may be reasonably necessary or desirable, provided that before any such disclosure each party shall make those employees and representatives aware of its obligations of confidentiality under this agreement and shall at all times procure compliance by those employees and representatives with such obligations. This clause 7 shall survive termination of this agreement for any reason.

## 8. WARRANTIES AND INDEMNITIES

8.1 Each party represents, warrants and undertakes that:

(a) it has full capacity and authority and all necessary consents to enter into and to perform this agreement, and to grant the rights and licences referred to in this agreement, and to agree to the arbitration clause, and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all applicable Legislation in the performance of its obligations under this agreement.

8.2 The Reseller and the End User alone are responsible for determining if the Products meet their particular needs and the results obtained.

8.3 The Vendor warrants and represents to the Reseller that the Reseller's use of the Products and the Trade Marks as envisaged by this agreement will not infringe the Intellectual Property Rights of any third party.

8.4 The Vendor shall indemnify the Reseller and keep the Reseller fully and effectively indemnified on demand from and against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Reseller may sustain or incur, or which may be

brought or established against it by any person and which in any case arise out of or in relation to actual or alleged infringement of the rights of a third party by the Products, the Trade Marks or any other materials provided by the Vendor to the Reseller in connection with this agreement.

- 8.5 The Reseller represents and warrants that its commercial, trading or business license, is up to date and valid and undertakes to immediately renew its commercial, trading or business license on expiry.

## 9. LIMITATION OF LIABILITY

- 9.1 Nothing in this agreement excludes the liability of either party:

- (a) for death or personal injury caused by either party's negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any other matter which by law liability cannot be excluded or limited.

- 9.2 Either party shall not in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (b) loss of profits (direct or indirect);
- (c) loss of business or revenue (direct or indirect); or
- (d) loss or corruption of data or information.

- 9.3 The total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution, indemnification or otherwise, of either party arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the amount paid and payable by the Reseller to Vendor under this agreement in the 12 months preceding the date on which the claim arose except in connection with any breach of clause 6 (intellectual property), clause 7 (confidentiality), clause 11 (data protection) and clause 4.1(d) (Anti-bribery and anti-corruption) which shall be limited to £4 million.

- 9.4 Except in connection with clause 4.1(d) (Anti-bribery and anti-corruption), it is accepted and acknowledged that the Reseller will have no liability of any kind to Vendor for the acts or

omissions of End User, including but not limited to the End User's whole or partial failure to comply with the terms of the EULA, it being recognised that the End User is a third party to the Reseller over whom the Reseller has limited control.

## 10. TERM AND TERMINATION

- 10.1 This agreement shall commence on the date of final signature of the Quote or upon supply of Products to End User, whichever is earlier, and unless otherwise terminated as provided in this agreement shall continue for the Term (as defined in the Quote) after which it shall automatically terminate.

- 10.2 Without prejudice to any other rights or remedies to which the parties may be entitled, a party may terminate the agreement without liability to the other party if:

- (a) the party gives the other party 60 days' prior notice in writing; or
- (b) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (c) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order; or
- (d) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or manager; or
- (e) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (f) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (g) the other party suspends, ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
- (i) the other party takes steps to register the agreement at any government or other registry in the Territory without the party's express written consent first had and obtained; or
- (j) the Reseller (or any of Reseller's group) is or becomes subject to sanctions or is designated on any list of prohibited and restricted parties (including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities),
- (e) **Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: Name, e-mail address, telephone number and business address of End User, the parties and their employees.

10.3 The parties' right to termination under this agreement may be exercised without the need for a court order or further notice.

## 11. DATA PROTECTION

### 11.1 Definitions.

- (a) **Agreed Purposes:** the performance of the parties' respective obligations under this Agreement.
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures or equivalent or similar terms:** as set out in the Data Protection Legislation in force at the time.
- (c) **Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) (iii) any applicable local data protection law or regulation or relevant provisions in the local laws to which the Permitted Recipients are subject to which relate to the protection of individual's rights in their personal data and the protection of their privacy.
- (d) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to

11.2 **Shared Personal Data.** The provisions which follow set out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing and the rights thereof, including but not limited to the rights to access, erasure and objection. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data obtained from the Data Discloser outside of the European Economic Area or the country in

which the Data Discloser is based, unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:

- (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller) or any other applicable provision in the Data Protection Legislation; and
- (ii) the transferring party complies with its obligations under the Data Protection Legislation ensures that
  - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR or any other applicable provision in the Data Protection Legislation; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR or any other applicable provision in the Data Protection Legislation; or (iii) one of the derogations for specific situations in Article 49 GDPR or any other applicable provision in the Data Protection Legislation applies to the transfer.

11.3 **Compliance.** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

## 12. ANTI-BRIBERY AND ANTI-CORRUPTION

The Reseller shall comply with all applicable Vendor Policies, laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010. Breach of this Clause shall be deemed a material breach under clause 12.2(b).

## 13. FORCE MAJEURE

Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Reseller or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled

to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

## 14. WAIVER

14.1 Any failure by any party to exercise or delay by any party in exercising its rights or remedies provided under this agreement by law does not constitute a waiver of that or any other right or remedy and does not prevent, limit or restrict the future exercise or enforceability of that or any other rights or remedies. No single or partial exercise of any right or remedy provided under this agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

## 15. SEVERANCE

15.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 16. ENTIRE AGREEMENT

16.1 This agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement. For the avoidance of doubt, any additional or different terms appearing on any invoice, purchase order or other document, including terms and conditions in standard or pre-printed documents or on Vendor's website, that are inconsistent with this agreement shall be void and have no force or effect.

16.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents.

## 17. AMENDMENTS

Save as expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

**18. ASSIGNMENT**

18.1 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

**19. NO PARTNERSHIP OR AGENCY AND NON-REGISTRATION**

19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2 In the circumstances where there is a concept of registered agency under local laws in the Territory under no circumstances will the Reseller take any steps to register this agreement or any other agreement with the relevant authorities as a registered agency unless expressly agreed in writing by the Vendor in a consent letter that refers to this clause.

**20. THIRD PARTY RIGHTS**

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

**21. NOTICES**

21.1 Any notice under this agreement must be in writing and must be delivered by hand or sent by pre-paid first-class post with recorded delivery post to the other party at its address set out in this agreement or such other address as may have been notified by that party for such purposes. Any notice sent to Vendor must also be sent via email to [legal@immersivelabs.com](mailto:legal@immersivelabs.com).

**22. GOVERNING LAW AND JURISDICTION**

22.1 Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause: (a) The number of arbitrators shall be one (1); (b) The seat, or legal place, of arbitration shall be London; (c) The language to be used in the arbitration shall be English; (d) The governing law of the agreement shall be the substantive law of England and Wales.

22.2 Where this agreement or any letter or other document related to this Agreement must be translated into another language, the Reseller will be responsible for the costs of such translation,

and for the Vendors costs (including legal costs) of checking such translation.

**23. CONTRACTING ENTITY, NOTICES, GOVERNING LAW, AND VENUE**

23.1 The Vendor entity that shall contract with the Reseller and Prospective Client and where Reseller and Prospective Client should direct notices under this Agreement depend on where Reseller is domiciled, as follows:

If Reseller is domiciled in:	Vendor entity contracting with the Reseller and Prospective Client is:	Notices sent by Reseller or Prospective Client should be addressed to:
Globally, other than North America or South America or DACH region.	Immersive Labs Ltd., a company registered in England and Wales with company number 10553244	Legal team, Immersive Labs, Runway East, 1 Victoria St, Bristol, BS1 6AA, England, United Kingdom Legal@immersivelabs.co.uk and Alice.Dunn@immersivelabs.co.uk
North America or South America.	Immersive Labs Corporation, a Delaware corporation	Chief Revenue Officer, Immersive Labs, WeWork, 31 St James Ave, Boston, MA 02116, USA Legal@immersivelabs.co.uk and Alice.Dunn@immersivelabs.co.uk
DACH region (Germany, Austria or Switzerland)	Immersive Labs GmbH, a German company	Immersive Labs, c/o RSM GmbH, Georg-Glock-Straße 4, 40474 Düsseldorf, Germany Legal@immersivelabs.co.uk and Alice.Dunn@immersivelabs.co.uk