**Version**: 1 December, 2023

These Software Solution Partner Terms and Conditions shall apply solely to the extent Partner is appointed by CM.com as a non-exclusive Software Solution Partner and has signed the Partner Agreement for Software Solution Partners ( Agreement ). In addition to the CM.com Partner Terms and Conditions Part A - General, these Software Solution Partner Terms and Conditions apply to the Agreement.

**1. Definitions**

The terms contained in the Agreement and these Software Solution Partner Terms and Conditions initially capitalized are defined and have the meaning as set out in this clause:

**CM.com Terms and Conditions:** the general terms and conditions of CM.com available at https://www.cm.com/en-gb/app/legal/cmcom-legal/

**Customer Agreement:**the agreement executed by and between Partner and the Customer setting forth the terms and conditions of use for the Services, which shall incorporate terms and conditions at least as protective as the CM.com Terms and Conditions including but not limited to industry-standard protection with respect to data privacy and security.

**First Level Support:** initial support and maintenance services supplied to Customers which shall include answering incoming calls, the collection of basic information (for example, the details of the issues and problems, error codes, impact, actions taken by the Customer), simple or straightforward diagnostics and the application of simple published remedial action.

**User:** individuals who are authorized by Partner and/or Customer to use the CM.com Platform and or Services.

**2. Partner Obligations**

2.1 Partner will not, and will not permit any third party to: (i) sell, provide access to, distribute or sublicense the Services to a third party except as expressly authorized in this Agreement; (ii) use the Services for its own benefit; (iii) use the Service to develop a similar or competing product or service; (iv) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Services; (v) modify or create derivative works of the Services; (vi) copy any element of the Services; or (vii) remove, obscure or modify in any way any proprietary or other notices or attributions in the Services.

2.2 Partner will not represent itself as an agent or employee of CM.com.

2.3 Partner will (i) be fully responsible for all amounts due under the Agreement; (ii) be fully and solely responsible for all use (whether or not authorized) of the Services under its account; (iii) be solely responsible for all acts, omissions and activities of its Customers; (iv) prevent unauthorized access to or use of the Services, and the account of Partner on the CM.com Platform, and notify CM.com promptly of any such unauthorized access or use; (v) provide reasonable

cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; (vi) at its sole cost and expense, obtain all permits, licenses and registrations necessary in connection with its performance of the Agreement as required by Applicable Law.

**3. Customer Agreement**

3.1 Partner shall ensure that before a Customer is provided (with access to) the Service, the Customer has entered into a Customer Agreement.

3.2 Partner shall not enter into a Customer Agreement or any other agreement with a Customer that binds or attempts to bind CM.com to additional terms and conditions, or expand CM.com s obligations to Partner and/or the Customer, without CM.com s prior written consent. For the avoidance of doubt, Partner is prohibited from agreeing to (i) provisions that would extend CM.com s liability beyond the limitation of liability contained in the Agreement and/or the CM.com Terms and Conditions; or (ii) provisions that would add security or data privacy requirements on behalf of CM.com, or that would restrict CM.com s ability to block or suspend Services of a Customer. In the event that a Customer breaches the Customer Agreement, Partner will immediately notify CM.com and will take whatever action CM.com directs to address the breach (which may include terminating the relationship with the Customer).

3.3 The Customer Agreement shall comply with the following, at a minimum: a. require the Customer to agree that Customer and its User s use of the Service and/or the CM.com Platform, as applicable, shall be lawful and that Customer and its Users (as applicable) shall comply fully with the applicable terms of the Customer Agreement, including without limitation, any applicable data protection terms;

b. prohibits the Customer and/or its User from reselling or distributing the CM.com Platform and /or the Services;

c. protects CM.com s proprietary rights in the CM.com Platform and /or Services to at least the same degree as the terms and conditions of the Agreement;

d. makes no representations or warranties on behalf of CM.com, except to the extent expressly permitted herein; and

e. does not grant any rights to the Customer and its Users beyond the scope of the Agreement.

3.4 Partner shall be responsible for any use by Customers of the CM.com Platform and the Service, as if used by Partner directly. This provision shall survive any termination or expiration of this Agreement. If a Customer breaches the terms of the Customer Agreement, CM.com shall have the right, in its sole discretion, to require Partner to terminate such Customers  access to the CM.com Platform and CM.com shall have the right to terminate this Agreement immediately with no obligation to refund any party any amounts received in connection therewith.

**4. Setup and Operation**

4.1 Upon execution of the Agreement, the parties will co-operate and use commercially reasonable efforts to integrate the CM.com Platform and/or Service with any Partner software or infrastructure with which the CM.com Platform and/or Service needs to interact in order to allow the CM.com Platform and/or Service to be marketed by Partner to Customers. Once the CM.com Platform and/or Service has been integrated with Partner s software or infrastructure and the Parties agree that the integrated Services and/or CM.com Platform are of a reasonable quality (having regard to similar commercial offerings), Partner shall be entitled to begin reselling the CM.com Platform to

Customers.

**5. Pricing, payment and tax**

5.1 The initial pricing of the Service, and any other pricing conditions shall be listed in Annex 1 the Agreement. CM.com reserves the right to change the pricing of the Services and/or the CM.com Platform during the term of the Agreement without prior notice. CM.com shall use reasonable efforts to communicate such changes to Partner. CM.com shall have the right to index the fees annually on the basis of changes in the consumer price index (CPI) over the past year. The indexation will be notified by CM.com by simple notification and/or on the invoice to Client.

5.2 Partner will independently determine the pricing at which it offers the Services to Customers under the Customer Agreement. Partner will invoice its Customers directly and shall be fully responsible for collecting all fees from Customers. Non-payment by customers shall not relieve the partner of its obligation to pay any fees to CM.com. CM.com reserves the right to cancel or suspend provision of the Services with respect to any Customer if it fails to receive any payment from Partner with respect to such Customer.

5.3 Partner will maintain complete, clear and accurate records of its transactions and performance under this Agreement, including evidence of each Customer s entry into the Customer Agreement. Upon five (5) business days advance written notice, Partner will permit CM.com or its representative to audit Partner s records to ensure Partner s compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Partner s ordinary business activities. Partner will maintain all records required under this Agreement for at least five (5) years following expiration or termination of the Agreement.

5.4 Partner is fully responsible for all amounts due under the Agreement for all accounts created for Partner. CM.com shall issue an invoice to Partner for all the Service acquired by Partner. Fees shall be paid in the currency specified in the Agreement. The fees are exclusive of value added tax (VAT) and/or any other taxes, charges or levies imposed by any governmental authority. All invoices shall be paid within fourteen (14) days of the invoice date, unless the Agreement explicitly contains different payment terms.

5.5 In the event Partner fails to pay the amounts due within the agreed payment term, interest equal to the maximum amount allowed by Applicable Law shall be payable on the outstanding invoice amount without further notice of default by CM.com, in addition to a reimburse to CM.com for all reasonable costs and expenses incurred (including, but not limited to, reasonable attorneys  fees) in collecting any late payments or interest.

5.6 An invoice may be disputed in writing and in good faith during the payment term applicable to the invoice, provided Partner pays the undisputed part of the invoice.

**6. First Level Support**

6.1 Partner is fully responsible for providing First Level Support to Customers, at no additional costs, for the use of the CM.com Platform and Services, thus Partner shall:

a. ensure that an adequate number of trained, capable and qualified technical personnel with sufficient knowledge of the CM.com Platform are available to serve as the primary points of contact for Customer s requests for First Level Support for, and to effectively and efficiently assist Customers  operation of, the CM.com Platform;

b. timely respond to Customer inquiries and requests regarding the general operation and use of the CM.com Platform and/or the Service, including: (i) providing general information and installation, configuration and integration support on standard protocols and features of the CM.com Platform; (ii) collecting relevant technical problem identification information; (iii) providing assistance to Customers in the diagnosis and correction of problems encountered in using the CM.com Platform.

c. notify CM.com of each complaint or breakdown with full particulars of the nature of the problem, the actions taken in response, the recommendations suggested by Partner, and provide all other information as CM.com may reasonably require; and

d. provide CM.com upon its first request with assistance in relation to handling of complaints.