

**BISLY OÜ GENERAL TERMS AND CONDITIONS**  
**CONCERNING PARTNERSHIP FOR RESALE OF BISLY LICENSES, SERVICES, AND HARDWARE**

Version GTC-030325-V1, effective from 03.03.2025

These terms (“**Resale Terms**”) govern the partnership between Bisly OÜ, a limited liability company organised under the laws of the Republic of Estonia with registry code 12198160 and with its registered address at Volta 1, 10412 Tallinn, Republic of Estonia (“**Bisly**”) and its resale partner (“**Partner**”) concerning the partnership for the resale of Bisly Licenses (as defined below), Services (as defined below), and Hardware (as defined below) by the Partner.

Upon signing up as a Partner through Bisly’s website or otherwise signing an agreement with Bisly in the same, a reseller agreement (“**Reseller Agreement**”) is regarded as having been formed between Bisly and the Partner. These Resale Terms apply to and are an integral part of each Reseller Agreement. The Partner acknowledges these Resale Terms and agrees to be bound by them.

Notwithstanding any terms and conditions of the Partner that may be in conflict with or contrary to these Resale Terms, the Resale Terms set forth herein shall always prevail and supersede any and all such conflicting or contrary terms and conditions of the Partner. This includes, but is not limited to, any terms and conditions that may be contained in any purchase order, confirmation of order, or other documentation provided by the Partner. The acceptance of any order by Bisly does not constitute acceptance of any of the Partner’s terms and conditions and does not serve to modify or amend these Resale Terms.

**1. DEFINITIONS**

For the purposes of these Resale Terms and the Reseller Agreement, the following terms shall have the meanings set forth below:

- 1.1. **Active Unit** – each Unit, which is through one or multiple UM8 units connected to and functioning within the Software, as identified by Bisly;
- 1.2. **Affiliate** – any person, firm or corporation which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of or with Bisly or the Partner accordingly, whereas control shall be defined as having the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the relevant person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto;
- 1.3. **Bisly** – Bisly OÜ, a limited liability company organised under the laws of the Republic of Estonia with registry code 12198160 and with its registered address at Volta 1, 10412 Tallinn, Republic of Estonia;
- 1.4. **Documentation** – any documentation provided or made available by Bisly to the Partner regarding the use or operation of the Services, including the Services’ technical specifications, user manual, training materials, etc.;
- 1.5. **End Customer** – any person or entity to which the Partner is reselling Bisly’s Licenses, Services and/or Hardware;
- 1.6. **End Customer Contract** – an agreement between the Partner and End Customer prescribing the terms and conditions in relation to: (i) fees payable to the Partner by the End Customer for the relevant License, Services, and/or Hardware; and (ii) any additional terms and conditions governing the relationship between the Partner and End Customer, including in relation to installation and setup of the Hardware and Services and related infrastructure. End Customer Contract may not include terms and conditions which are in conflict with the Reseller Agreement and the Service Terms;
- 1.7. **End Customer Data** – any data and materials provided by or collected from the End Customer for use in connection with the Services;

- 1.8. **End User** – any person or entity installing, or otherwise using the Services, including End Customer;
- 1.9. **Fees** – any fees payable by the Partner to Bisly under an accepted PO. Fees may be subject to unilateral changes by Bisly pursuant to Section 8 of the Resale Terms;
- 1.10. **Force Majeure** – as defined in Section 16 of the Resale Terms;
- 1.11. **Hardware** – any and all hardware and other components necessary for the effective resale of the License and Services by the Partner, and for the intended use and operational functionality of the Software;
- 1.12. **Hardware Sale Terms** - terms of sale of Hardware by Bisly to Partner, applicable to purchase of Hardware by Partner under any accepted Purchase Order or otherwise as made available on Bisly’s website and/or in the Partner Portal;
- 1.13. **License** – a time-limited, non-exclusive, non-transferable, revocable license for End Users to access and use the Services and the associated server infrastructure owned by Bisly as further described and defined in the Service Terms; to be purchased by the Partner under an accepted Purchase Order for resale to End Users;
- 1.14. **Marketing Materials** – as defined in Section 10;
- 1.15. **Partner** – a person or entity with a valid Reseller Agreement;
- 1.16. **Partner Portal** – as defined in Section 3.1;
- 1.17. **Party and Parties** – Bisly and the Partner, individually each a “**Party**” and collectively the “**Parties**.”
- 1.18. **Project** - each commercial or residential building tied to an End Customer Contract where the Partner installs and configures the Hardware purchased from Bisly together with a License under an accepted PO;
- 1.19. **Resale Terms** – These General Terms Concerning Partnership for Resale Of Bisly Licenses, Services, and Hardware;
- 1.20. **Reseller Agreement** – an agreement between the Parties, whereby the Partner is granted rights (subject to possible limitations foreseen by Bisly) for the resale, marketing, and promotion of the Licenses, Services, and Hardware, together with the corresponding obligations;
- 1.21. **Service Terms** – terms of use of the Services as established by Bisly, outlining the terms and conditions under which the End Customers and End Users are authorised to use the Services. The Partner is obligated to inform the End Customers and End Users of the applicability of the Service Terms to the provision of Services;
- 1.22. **Services** – Bisly’s services of providing access to Bisly’s proprietary Software and customer support, as a part of Bisly’s building automation solution. The functionalities and requirements of the Services are described in the Documentation. Bisly’s provision of Services to End Users is subject to a valid paid License and compliance with the Service Terms. Additional services to End Users may be offered under a separate agreement between Bisly and End Users;
- 1.23. **Software** – Bisly’s proprietary building automation software, including all its components (incl. Bisly sales and installation module, Bisly Hub, Bisly Building Management System and Bisly mobile application), versions, updates, and enhancements made available by Bisly;
- 1.24. **Unit** – each separate unit in a building receiving the Services (e.g. an individual apartment in a residential building, and individual business premises or other specified areas in a non-residential building).

## **2. RESALE RIGHTS**

- 2.1. Under the Reseller Agreement and subject to possible limitations foreseen by Bisly concerning Partner status or level, the Partner has the non-exclusive and non-transferable right for the duration of the Reseller Agreement to serve as an authorised reseller of Licenses and Services. As an authorised reseller,

the Partner markets, promotes, and resells the Licenses, Services, and/or Hardware to both existing and potential End Customers at the Partner's own cost and through its own efforts. The Partner may collect fees from End Customers under respective End Customer Contracts for the Licenses, Services, and Hardware purchased by the Partner for resale to End Customers. These fees shall be determined based on the fee structure established by the Partner, whereas Bisly may establish non-binding recommended retail prices.

- 2.2. The Partner's appointment as a reseller under a Reseller Agreement does not authorise the Partner to enter into any agreements or make any representations or commitments on behalf of Bisly. The Partner resells Licenses, Services, and Hardware, and enters into End Customer Contracts with End Customers only on its own account and at its own responsibility. The Partner is solely liable to the End Customers and End Users for the performance of End Customer Contracts, *inter alia* in relation to the supply, installation, setup, and/or maintenance of the License and Hardware. A Reseller Agreement is not intended to, and does not, form a legal partnership, joint venture, agency, or an employee/employer relationship, nor does it establish a franchisee/franchisor relationship between the Parties.
- 2.3. Bisly retains its role as the provider of the Services to End Users, in accordance with the Service Terms. For the sake of clarity, Bisly's role as the service provider to End Users is exclusively limited to the provision of the Services as outlined in the Service Terms.
- 2.4. The rights, obligations, and limitations of the Partner under its Reseller Agreement, including with respect to minimum training requirements and revenue thresholds for Partner status or level, discounts, marketing support, and payment terms, depend on the partnership level assigned to the Partner by Bisly. Partnership levels are established and may be adjusted at any time in Bisly's sole discretion. The terms and conditions specific to each partnership level, as well as any amendments or modifications thereto, once communicated to the Partner, shall automatically become an integral part of the Reseller Agreement, irrespective of any possible conflicting clauses in the Resale Terms.
- 2.5. Bisly retains the ongoing unlimited right to market and sell the Licenses, Services, Software, Hardware, and any other products or services either itself or through its reseller or other distribution network to any party anywhere in the world without limitation, which includes but is not limited to all current, future, and potential end customers and partners.

### **3. PARTNER PORTAL**

- 3.1. The partner portal ("**Partner Portal**") is Bisly's dedicated online platform designed to facilitate the Parties' management of their partnership. The Partner Portal enables the Partner to configure Projects, generate and submit Purchase Orders for Licenses and Hardware regarding a Project, track the status of accepted Purchase Orders, access product information, manage Project-related data, and utilise additional tools and resources provided by Bisly.
- 3.2. Access to the Partner Portal is restricted to authorised representatives of the Partner, subject to the creation of an account and login using generated credentials. The Partner shall ensure that all login credentials are kept confidential and not shared with unauthorised persons. The Partner shall notify Bisly immediately in the event of any unauthorised access or breach of security concerning the Partner Portal.
- 3.3. The Partner Portal shall be used exclusively for purposes related to the Partner's partnership with Bisly. Any other use of the Partner Portal, including unauthorised sharing, duplication, or reverse engineering, is strictly prohibited.
- 3.4. Bisly reserves the right to perform routine or emergency maintenance, updates, or upgrades to the Partner Portal. Bisly will use reasonable efforts to minimise disruption but does not guarantee uninterrupted availability of the Partner Portal.

- 3.5. Bisly may, at its sole discretion, modify, enhance, or discontinue certain functionalities of the Partner Portal or the Partner Portal in its entirety.
- 3.6. The Partner acknowledges that data entered into or generated through the Partner Portal may be processed by Bisly in accordance with applicable data protection laws and Bisly's valid privacy policy.
- 3.7. Bisly reserves the right to suspend or terminate the Partner's access to the Partner Portal in the event of: (i) breach of the Reseller Agreement or the terms of use for the Partner Portal; (ii) misuse of the Partner Portal; or (iii) termination or expiry of the Reseller Agreement.
- 3.8. The Partner Portal is provided "as is" without warranties of any kind, except as expressly provided in these Resale Terms. Bisly shall not be liable for any damages arising from the Partner's use of or inability to access the Partner Portal, except in cases of wilful misconduct or gross negligence.

#### **4. PURCHASE ORDERS FOR HARDWARE AND LICENSES, ACCEPTANCE**

- 4.1. To purchase Licenses and Hardware from Bisly for resale to End Customers, the Partner shall exclusively through the Partner Portal configure Projects and generate Purchase Orders. Only Purchase Orders generated via the Partner Portal bearing a unique identifier shall be valid for submission to Bisly for review and potential acceptance.
- 4.2. Purchase Orders generated in the Partner Portal must be submitted to Bisly for confirmation via the specified email address or as otherwise agreed between the Parties. In the event of any discrepancy between the submitted Purchase Order and the Purchase Order generated in the Partner Portal, the Purchase Order generated in the Partner Portal shall prevail.
- 4.3. Bisly shall have sole discretion to review and either accept or reject any submitted Purchase Order. Bisly shall aim to review all submitted Purchase Orders during 5 business days. Upon acceptance of a Purchase Order, Bisly shall issue a corresponding invoice to the Partner. An order shall be deemed accepted upon the issuance of the invoice by Bisly and in no other express or implied case. An accepted Purchase Order shall constitute a binding order and a stand-alone contract between the Parties, to which these Resale Terms and other applicable terms, policies, and documents shall apply, including the Hardware Sale Terms concerning Hardware. Under the Reseller Agreement, all Licenses purchased by the Partner shall only be used for resale to End Customers.
- 4.4. Each accepted Purchase Order shall be classified and defined as a "Project" and shall be subject to the terms of this Reseller Agreement and other applicable terms, policies, and documents.
- 4.5. Once an invoice has been issued, the Partner may not cancel or modify the order without Bisly's prior written approval.
- 4.6. Bisly may reject any Purchase Order without liability, and the Partner acknowledges that the submission of a Purchase Order does not constitute acceptance by Bisly.

#### **5. BISLY'S OBLIGATIONS**

- 5.1. With regard to an accepted Purchase Order and in accordance with the terms thereof, Bisly will supply the Partner with Licenses and Hardware for resale to an End Customer. The sale of Hardware shall be additionally governed by the Hardware Sale Terms.
- 5.2. With regard to a Project, Bisly's obligations are limited to activation of the License and provision of Services as outlined in the Service Terms and the Documentation. Bisly shall not be liable to the Partner for any claims of End Customers under End Customer Contracts to the extent such claims do not relate to the functioning of the Services as set out in the Service Terms and the Documentation (including due to conflicting regulation in the End Customer Contracts), and to the extent any claims under such End Customer Contracts are not related to breaches which are attributable to Bisly.

- 5.3. Generally, Bisly may provide the Partner with training for the installation, maintenance, and operation of the Hardware and Services. The extent and nature of this training will be determined by the Partner's partnership level designated by Bisly.
- 5.4. The availability of the Services is subject to potential disruptions beyond Bisly's reasonable control, including but not limited to Force Majeure events, failures or delays in computer, communications, internet service or hosting facilities, and issues involving hardware, software, power, or other systems outside of Bisly's possession or reasonable control, including denial of service attacks. The Services may also be temporarily constrained, interrupted, or reduced due to maintenance, repair, modifications, upgrades, or relocation activities. Bisly will make reasonable efforts to inform of any network outages and modifications to the Services that could impact their use, whether by notification to the Partner or directly to End Customers or End Users. The specific details regarding the notification process, including the timing and method of such communications, will be as set forth in the Service Terms.

## **6. PARTNER'S OBLIGATIONS**

- 6.1. The Partner shall resell the Licenses and Hardware to End Customers in accordance with the terms of the Reseller Agreement, including any applicable policies, guidelines, or instructions provided by Bisly.
- 6.2. The Partner shall uphold marketing, promotion and service standards that positively represent both the Partner's and Bisly's reputation. The Partner is required to offer End Users prompt, courteous, and effective service. With regard to a Project, the Partner shall bear sole and independent responsibility for the installation of the Hardware and the execution of related works essential for the effective integration and operation of the Services. No such works shall be performed by Bisly in the framework of the Reseller Agreement. While the installation of Hardware and other infrastructure is carried out at the Partner's own expense and responsibility, the Partner is obligated to perform installation in accordance with Bisly's specified standards and to the highest level of workmanship, ensuring that all works are free from defects.
- 6.3. In signing End Customer Contracts, the Partner is obliged to ensure that the End Customer Contracts refer to the Service Terms and that their provisions are not in conflict with the Service Terms or the Reseller Agreement. To the extent that the terms of the End Customer Contracts do not refer to the Service Terms or are in conflict with the Service Terms or the Reseller Agreement, , Bisly shall bear no liability to the Partner, the End Customers, or any third party.
- 6.4. The Partner is responsible for ensuring that the Hardware and Services comply with all applicable local laws and regulations in any territory where the Partner resells the Hardware and Services. This includes notifying Bisly of necessary local certifications and the need to adhere to relevant local legal or other applicable standards in the relevant territory. It is expressly understood that the Partner shall be liable to Bisly should Bisly fail to comply with such laws and regulations in the relevant territory due to the Partner breaching its obligation set out in this Section 6.4 of the Resale Terms.
- 6.5. The Services and Software are specifically designed and intended for use in conjunction with Hardware produced by Bisly. The Partner acknowledges that the optimal performance and functionality of the Services are contingent upon their use with Hardware supplied by Bisly, and that the Services and Software are not intended for, and may not be compatible with, third-party systems and components. The Partner agrees to inform its End Customers of this intended use and limitation, ensuring clarity that the Services and Software are optimised for and should be utilised with the Hardware as defined and provided by Bisly.
- 6.6. The Partner shall at all times, including following termination of the Reseller Agreement refrain from any statements, acts, or omissions that could harm or negatively reflect upon the reputation, quality, or perception of Bisly, its products, or services.
- 6.7. The Partner is obliged to inform Bisly of any known misuse, violations, or non-compliance with the Services by the End Users.

- 6.8. The Partner is expressly prohibited from engaging in the following activities: (i) granting access to the Services in locations other than Active Units; (ii) using the Partner Portal or Services to store or transmit infringing, libelous, unlawful material, or material that violates third-party rights; (iii) using the Partner Portal or Services to store or transmit harmful software, scripts, or code designed to disrupt, damage, or gain unauthorised access to digital environments, systems, data, or networks; (iv) interfering with or disrupting the integrity or performance of the Partner Portal or Services or third-party data contained therein; (v) attempting to gain unauthorised access to the Partner Portal, Services, their related systems or networks or other data and materials proprietary to Bisly; (vi) modifying, translating, reverse engineering, decompiling, disassembling, or creating derivative works based on the Partner Portal, Hardware, Services or other data and materials proprietary to Bisly; (vii) circumventing any limitations, timing, use, or functionality restrictions built into the Partner Portal or Services; (viii) removing proprietary notices, labels, or marks from the Partner Portal, Hardware, or the Services; (ix) framing or replicating any content integral to the Partner Portal, Hardware, or Services; (x) registering as a Partner, accessing, or reverse-engineering the Partner Portal, Hardware, or Services with the intent to develop a competing product or service, or to replicate any concepts, features, functionalities, or graphical elements of the Partner Portal, Hardware, or Services.
- 6.9. Additional obligations of the Partner may arise from the terms and conditions of the partnership level assigned to the Partner.

## **7. CHANGES TO HARDWARE AND SERVICES**

- 7.1. Bisly reserves the right, at its sole discretion, to modify, update, enhance, discontinue, or replace any part of the Hardware or Services, or to introduce new hardware or services, without prior notice to the Partner. Such changes may include, but are not limited to, updates to features, functionality, pricing structures, or hardware or service availability. Bisly shall not guarantee any availability or quantities of Hardware. The Partner acknowledges and agrees that Bisly shall not be liable for any direct or indirect losses, costs, or damages arising from such modifications, discontinuations, additions or lack of availability. The Partner further acknowledges that it shall be solely responsible for communicating any changes in the Hardware or Services to End Users. Such changes to Hardware and Services do not affect any accepted Purchase Orders which will be fulfilled in accordance with their terms.

## **8. FEES AND PAYMENT**

- 8.1. The Partner shall pay Bisly the Fees specified in the accepted Purchase Order and corresponding invoice. The Partner's payment obligations are independent of the End Customers' payment obligations to the Partner. Unless otherwise stated and excluding cases of breach of Reseller Agreement by Bisly for which (partial) refunds or other monetary claims may be valid, Fees paid to Bisly by the Partner are non-refundable. Fees are subject to unilateral changes by Bisly according to Section 19 of the Resale Terms.
- 8.2. Payment terms depend on the terms and conditions of the Partner's partnership level. Fees are due on the date indicated on the invoice issued by Bisly. A payment is considered received when credited to Bisly's account.
- 8.3. All payments shall be made in Euros, via bank transfer to the account indicated on the invoice. All Fees are agreed exclusive of VAT and any other applicable taxes or charges, which shall be added and reflected on the invoice. The Partner shall bear all bank charges associated with the transfer.
- 8.4. If the Partner fails to make payment under a Reseller Agreement by the due date, Bisly may in addition to other remedies provided in the Resale Terms or by applicable law: (i) charge interest on the overdue amount at the rate of 0.1% of the overdue amount per each day of delay; (ii) demand the reimbursement of costs related to debt collection; (iii) suspend the Services offered to the End Users until full payment is received.

- 8.5. The Partner is obligated to make all payments in full without any deductions, set offs, or counterclaims, unless such claims are acknowledged in writing by Bisly or finally determined by a competent court.
- 8.6. Bisly reserves the right to assess the Partner's creditworthiness. Based on this assessment, Bisly may modify the payment terms, require additional advance payment, or request other forms of security.

## **9. INTELLECTUAL PROPERTY**

- 9.1. Bisly, along with its suppliers and/or licensors, maintains full ownership and shall retain all rights, title, and interests, including but not limited to patent rights, copyrights, trademark rights, trade secret rights, and other intellectual property rights, in connection with the Licenses, Services, Software, Hardware, Documentation, Partner Portal, and the performance of the Reseller Agreement. The Partner acknowledges and agrees that only Bisly possesses the right to manage, enhance, or otherwise modify the Services, the Hardware and the Partner Portal, and to access parts of the Software, Hardware, and Partner Portal not intended for general access by the Partner or any End User.
- 9.2. In situations where the Partner provides Bisly with information concerning issues in the Services, Hardware, or Partner Portal or suggests any changes or modifications, Bisly holds the exclusive right to use and incorporate such feedback into its Software, Services, Hardware, Partner Portal or any new services or hardware, and shall receive or retain all intellectual property rights thereto without any obligation to the Partner.
- 9.3. Bisly grants the Partner for the duration of the Reseller Agreement:
  - 9.3.1. a limited, non-exclusive right to access and use the Partner Portal for the purpose of performing the Reseller Agreement;
  - 9.3.2. a limited, non-exclusive license to the Software and Services as provided by Bisly, specifically for the sole purpose of demonstrating the Services to potential End Customers in the course of the resale of Licenses, Services, and Hardware; and
  - 9.3.3. The right to resell previously purchased Licenses to the End Customers in accordance with the Reseller Agreement.
- 9.4. The grants in Section 9.3 are the only exceptions to Bisly's retention of all rights, titles, and interests in the Licenses, Services, Software, Hardware, Documentation, and Partner Portal. Unless explicitly stated otherwise in these Resale Terms, Bisly does not confer any additional license, whether implicitly or through any other means, to the Partner.

## **10. MARKETING**

- 10.1. The Partner may, subject to the terms and conditions of the Reseller Agreement and any specific guidelines and policies of Bisly, utilise Bisly's marketing materials, including but not limited to logos, images, promotional content, product descriptions and other resources (collectively referred to as "**Marketing Materials**"), for the sole purpose of promoting and marketing the Services and Hardware. Bisly reserves the right to make determinations regarding the Marketing Materials to be used by the Partner and the level of marketing support. Such determinations will be made in consideration of various factors, including the partnership levels established by Bisly.
- 10.2. The Partner shall ensure that the use of Bisly's Marketing Materials is accurate, truthful, and consistent with Bisly's branding and messaging. Any modifications to the Marketing Materials must be approved by Bisly in writing before use.
- 10.3. The Partner acknowledges that all intellectual property rights, including copyrights and trademarks, related to Bisly's Marketing Materials remain the exclusive property of Bisly. The Partner shall not acquire any rights or licenses to Bisly's intellectual property rights other than the limited right to use the Marketing Materials as specified in the Reseller Agreement.

- 10.4. The Partner shall promptly cease using any of Bisly's Marketing Materials upon the termination or expiration of the Reseller Agreement. Furthermore, the Partner shall return or destroy any printed or electronic copies of Bisly's Marketing Materials provided by Bisly upon request.
- 10.5. The Partner shall indemnify and hold Bisly harmless from any claims, damages, or liabilities arising out of the Partner's use of Bisly's Marketing Materials. Bisly shall have the right to monitor and audit the Partner's use of the Marketing Materials to ensure compliance with the Reseller Agreement.
- 10.6. The Partner acknowledges and agrees that the Partner's partnership level may foresee the Partner's obligation to in a visible, noticeable, and sufficient manner designate and present Bisly in all marketing efforts (including on a visible and noticeable location on the Partner's website and other media) as the Partner's preferred partner and services provider in the field of building automation systems.

## **11. CONFIDENTIALITY**

- 11.1. Confidential information refers to any non-public information disclosed by either Party to the other, whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. This includes, but is not limited to, partnership status or level benefits, applicable discounts, business and marketing plans, technical and technological information, product designs, customer and supplier information, and other proprietary knowledge.
- 11.2. Both Parties agree to maintain the confidentiality of all confidential information received from the other Party. They shall not disclose such information to any third parties without the prior written consent of the disclosing Party, except as required by law or to their employees, agents, or subcontractors who need to know such information for the purpose of performing their obligations under a Reseller Agreement and who are bound by similar confidentiality obligations.
- 11.3. Each party agrees to take all reasonable steps to protect the other's confidential information from unauthorised use or disclosure.
- 11.4. Confidential Information does not include information that: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is already in the possession of the receiving Party without confidentiality restrictions at the time of disclosure; (iii) is independently developed by the receiving Party without use of or reference to the disclosing party's confidential information; (iv) is rightfully received from a third Party without confidentiality obligations.
- 11.5. The obligation of confidentiality shall survive the termination of a Reseller Agreement and remain in effect for a period of 3 years from the date of disclosure of the confidential information, except for trade secrets, which shall remain subject to confidentiality obligations indefinitely. Upon termination of the Reseller Agreement, or upon the disclosing Party's written request, the receiving Party shall return or destroy all copies of confidential information, except as required to be retained by law.

## **12. WARRANTIES**

- 12.1. By entering into a Reseller Agreement, each Party warrants to the other that with regard to the Reseller Agreement and each accepted Purchase Order: (i) it is a duly incorporated, validly existing, and good standing business under the laws of its jurisdiction of incorporation; (ii) it and its representatives possess all necessary corporate power, financial capacity, and authority to execute, deliver, and fulfil its obligations thereunder; (iii) the execution, delivery, and performance of its obligations therein are legally valid, binding, and enforceable for the Party; (iv) there is no litigation, arbitration, or dispute involving the Party that, if resolved unfavourably, could materially affect its ability to meet its obligations thereunder; (v) no external consent, approval, or non-objection is needed from any party, including government entities, for the Party to enter into the Reseller Agreement.



- 12.2. Bisly assumes and the representative of the Partner signing the Reseller Agreement or submitting Purchase Orders must ensure and confirms it has the proper authority to represent the Partner and assume obligations thereunder. If such authority is lacking, the representative shall be personally liable for any damages, losses, costs, and liabilities resulting from the unauthorised execution of the Reseller Agreement or submission of Purchase Orders. Further, the Partner shall be liable for the acts and omissions of its employees, agents, representatives as if they were its own acts and omissions.
- 12.3. Unless explicitly stipulated otherwise in the Resale Terms or Hardware Sale Terms, Bisly provides the Licenses, Services, Hardware, Documentation, and Partner Portal to the Partner on an “as is” basis, without any representations, warranties, or conditions of any kind. Bisly, along with its licensors and/or suppliers, expressly disclaim any representations, warranties, or conditions, whether express, implied, statutory, or otherwise, concerning the Licenses, Services, Documentation, and Partner Portal provided to the Partner. This specifically includes disclaimers of any implied representations, warranties, or conditions related to merchantability, quality, non-infringement, durability, title, and fitness for a particular purpose. Furthermore, the Partner acknowledges that Bisly makes no representation or warranty, nor provides any conditions, that the Licenses, Services, the Documentation and/or the Partner Portal will be free of errors or operate without interruptions.

### **13. INDEMNIFICATION**

- 13.1. The Partner shall indemnify, defend, and hold harmless Bisly, its affiliates, officers, agents, employees, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (i) the Partner's violation of any agreement or terms and conditions associated with the resale of Licenses, Services, and/or Hardware, (ii) any products or services sold by the Partner to End Customers or End Users on its own account, including under End Customer Contracts, (iii) the Partner's violation of any rights of any other person or entity, or (iv) any harmful act toward any other person or entity in relation to the resale of Licenses, Services, and/or Hardware. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.
- 13.2. Subject to the limitation of liability in Section 15 of the Resale Terms, Bisly shall indemnify the Partner against any damages (including reasonable costs) that may be awarded under any final judgement by a court of competent jurisdiction or agreed by Bisly in final settlement in respect of any claim or action brought against the Partner, on the basis that the Partner's resale of the Licenses, Services, and/or Hardware subject to the terms of the Reseller Agreement infringes the intellectual property rights of any third party, provided that the Partner complies with its obligations herein.
- 13.3. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim that could give rise to an indemnity obligation under the Reseller Agreement. This notification must include all known details of the claim and any available supporting documentation. The failure to provide prompt and detailed notification may affect the indemnified Party's rights under this indemnification clause if such delay materially prejudices the indemnifying Party's ability to defend against the claim. Upon notification of a potential indemnity claim, the indemnifying Party shall have the option to assume control of the defence with counsel of its choice. The indemnified Party must cooperate fully with the defence and may participate with its own counsel at its own expense. Any settlement by the indemnifying Party requiring the indemnified Party to admit liability or incur any obligation must receive the indemnified Party's prior written consent, not to be unreasonably withheld.

### **14. FORMATION, TERM, AND TERMINATION**

- 14.1. A Reseller Agreement is deemed valid and effective upon the Partner accepting these Resale Terms and registering as a Partner on Bisly's website, unless such registration is rejected by Bisly in its sole discretion and without obligation to give reasons. The Reseller Agreement shall remain valid indefinitely.

- 14.2. Either Party may terminate the Reseller Agreement at any time for any reason. Accepted Purchase Orders shall not be affected by such termination and shall remain valid.
- 14.3. In addition to termination rights set out in other parts of the Resale Terms, Bisly may terminate the Reseller Agreement (in Bisly's sole discretion as a whole or with respect to an individual Project) or change, limit, or terminate the Partner's status, level, discounts, or other benefits with immediate effect with notice to the Partner in the following cases, whereas Bisly shall not be liable for any loss, damage, or penalty as a result thereof:
- 14.3.1. If the Partner for any reason fails to comply with any material terms of a Reseller Agreement, including, but not limited to, failure to make timely payments if such delay exceeds 10 days, and any such breach is not remedied within 10 days after receiving written notice from Bisly, unless such breach is not curable due to the nature of the breach;
- 14.3.2. If the Partner materially or repeatedly fails to meet any requirements or obligations foreseen by the partner status or partnership level assigned to the Partner by Bisly;
- 14.3.3. If the Partner engages in any act or omission that, in Bisly's reasonable opinion, causes or is likely to cause material harm to Bisly's reputation, goodwill, or standing in the market;
- 14.3.4. If in Bisly's reasonable opinion the Partner is inactive, including if the Partner fails to access the Partner Period for a prolonged period, the Partner's sale results are unsatisfactory or if the Partner fails to participate in training programs or fulfil other similar requirements foreseen or requested by Bisly;
- 14.3.5. If the Partner becomes insolvent, declares bankruptcy, or enters into receivership;
- 14.3.6. If continuing under a Reseller Agreement would place Bisly in violation of any applicable laws, regulations, orders, or sanctions imposed by governmental authorities or international bodies. This includes, but is not limited to, changes in trade regulations, sanctions laws, or other legal restrictions that materially impact Bisly's ability to perform under a Reseller Agreement; or
- 14.3.7. If a Force Majeure event as defined in Section 16 of these Resale Terms prevents Bisly from fulfilling its obligations under a Reseller Agreement for a continuous period of 60 days;
- 14.4. Upon termination of a Reseller Agreement for any reason: (i) the Partner shall immediately pay all outstanding invoices and any other amounts owed to Bisly under the terms of the relevant Reseller Agreement up to the date of termination, whereas the termination of a Reseller Agreement shall not affect any rights or obligations of the Parties that have accrued up to the date of termination; (ii) the Partner shall within 5 days as of termination of the Reseller Agreement make available to Bisly, information on all End Customer Contracts administered by the Partner; and (iii) the Partner shall immediately remove references to itself and stop referring to itself as Bisly's reseller, cease the use of Bisly's Marketing Materials (and shall upon request either return or destroy such materials, as may be required by Bisly), all licenses granted to the Partner hereunder shall expire, and access to the Partner Portal shall be revoked. In the event that the Reseller Agreement is terminated with respect to a specific Project, the provision shall apply with regard to such Project only.
- 14.5. Upon the termination of a Reseller Agreement, Bisly reserves the right to assign (including demand such assignment from the Partner) the End Customer Contracts corresponding to the relevant Reseller Agreement or Project to any entity (including to itself), at Bisly's sole discretion. The Partner shall take any and all measures to give full and immediate effect to such assignment and ensure that Bisly's right of assignment is enforceable under the terms of the End Customer Contract. In any case, the Partner shall bear sole responsibility for any damages or adverse consequences that may arise under the End Customer Contracts as a result of the termination of the Reseller Agreement or due to the inability to assign the End Customer Contracts for reasons not attributable to Bisly.

14.6. The termination of a Reseller Agreement under this Section 14 or any other Section of a Reseller Agreement shall be without prejudice to any other rights or remedies a Party may have under a Reseller Agreement or applicable law, e.g. claims for compensation of damages, subject to possible limitations arising from the Reseller Agreement.

14.7. Upon the termination a Reseller Agreement, those clauses and provisions which, by their nature, are intended to survive and remain in effect shall continue to be in force. Such clauses may include, but are not limited to, provisions related to confidentiality, indemnification, payment obligations, intellectual property rights, governing law, jurisdiction, and any other clauses inherently intended to endure beyond the conclusion of the Reseller Agreement.

## **15. LIMITATION OF LIABILITY**

15.1. In no event shall Bisly, or its licensors or suppliers, have any liability to the Partner for indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of business, loss of data, or other financial loss. In no case shall Bisly's total liability to the Partner for all damages, losses, and causes of action in relation to a specific Project exceed the smaller of 100% of the Fee paid by the Partner to Bisly for the Licenses and Hardware purchased for resale, or EUR 100,000. The above limitations do not apply in cases where the breach is a result of intentional misconduct or gross negligence on the part of Bisly or in other cases where it is prohibited by law to limit or exclude liability.

## **16. FORCE MAJEURE**

16.1. For the purposes of the Reseller Agreement, an event of "Force Majeure" refers to any occurrence beyond the reasonable control of either party, which prevents or substantially hinders the fulfilment of their contractual obligations. This includes, but is not limited to, natural disasters (such as earthquakes, floods, hurricanes), wars, terrorist acts, government actions or interventions, epidemics, pandemics, and other significant unforeseen events. An event of Force Majeure in relation to the Reseller Agreement shall also encompass issues arising from Bisly's third-party service providers and licensors that are beyond Bisly's control; interruptions or delays in data transmission, including network constraints, cyberattacks, or infrastructure breakdowns, which affect the availability of the Software and Services; unforeseen disruptions or reductions in system operations, whether caused by server failures, service provider issues, or labour disputes, that impede or delay the provision of the Services and Software. Non-payments or late payments by End Customers are not considered as a Force Majeure circumstance.

16.2. The Party affected by a Force Majeure event shall promptly notify the other Party, detailing the nature of the event and its potential impact on their obligations.

16.3. Upon the occurrence of a Force Majeure event, the affected Party's performance under the Reseller Agreement shall be suspended for the duration of the event. The time for performance will be extended for a period equal to the duration of the Force Majeure event.

## **17. PERSONAL DATA**

17.1. The processing of personal data in connection with the performance of a Reseller Agreement is regulated in Bisly's current valid privacy policy available of Bisly's website.

## **18. NOTICES**

18.1. Unless specified otherwise in the Reseller Agreement, all notices related to the Reseller Agreement must be in English and made in writing, which includes e-mail form. The delivery of such notices is considered effective: (i) 5 business days following dispatch through registered mail; (ii) 1 business day after email transmission, or; (iii) immediately upon personal delivery or delivery by courier. Notices must be sent to the address or email designated by each Party for the relevant type of communication, subject to changes in contact details that have been duly communicated in line with the above. A "business day" within the

meaning of this clause refers to any day other than a Saturday, Sunday, or a public holiday in the Republic of Estonia.

## **19. AMENDMENTS**

19.1. Bisly shall have the unilateral right to amend these Resale Terms at any time at its sole discretion. Bisly shall endeavour to notify the Partner of any such amendments in a timely manner at least 30 days before the effective date of the amendment. Notification shall be deemed sufficient if provided through Bisly's website, general e-mail notification, or any standard communication method used in the ordinary course of business between Bisly and the Partner. The Partner acknowledges and agrees that it is their responsibility to review any updates or changes to the Resale Terms, ensuring they are informed of the latest terms. The Partner has the right to terminate the Reseller Agreement, effective from the date the amendments come into force, by issuing written notice to Bisly at least 10 days prior to the amendments taking effect if, in due consideration of the interests of both Parties and other relevant factors, the amendments are found to create unforeseeable new materially and unreasonably burdening obligations on the Partner, whereas an obligation is not deemed as materially and unreasonably burdening if it arises from applicable legal acts. Updates to Bisly's Fees and price lists shall not be considered as materially and unreasonably burdening obligations and shall have no effect to accepted Purchase Orders. Termination hereunder shall have no effect on any accepted Purchase Orders.

## **20. ENTIRE AGREEMENT**

20.1. A Reseller Agreement together with the terms and conditions of partnership levels established by Bisly and the list of other applicable documents as stated on Bisly's website and/or the Partner Portal constitute the entire agreement and understanding between Bisly and the Partner and supersedes all prior negotiations, discussions, agreements, and understandings, whether oral or written, between the Parties regarding the subject matter thereof.

## **21. ASSIGNMENT**

21.1. A Reseller Agreement and the rights and obligations thereunder are binding on the Parties. The Partner may not, without prior written consent of Bisly, transfer or assign any of its rights and/or obligations hereunder to a third person. Bisly may transfer or assign a Reseller Agreement or any rights or obligations hereunder to its Affiliates without consent of the Partner.

## **22. SEVERABILITY**

22.1. Should any provision of a Reseller Agreement, or any part thereof, be declared void, invalid, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of the Reseller Agreement. The remainder of the Reseller Agreement shall continue in full force and effect, unaffected by such declaration.

22.2. In the event of any such determination, the Parties agree to negotiate in good faith to replace the invalid, void, or unenforceable provision with a valid and enforceable provision that most closely matches the economic intent and purpose of the original provision. If a mutually acceptable replacement provision is not agreed upon within a reasonable period of time, the provision that most closely approximates the economic effect and intent of the void or invalid provision shall automatically apply.

## **23. GOVERNING LAW AND JURISDICTION**

23.1. These Resale Terms, all Reseller Agreements, and all Purchase Orders shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of private international law. The courts of Berlin, Germany shall have jurisdiction for any dispute arising out of or in connection with these Resale Terms or any Reseller Agreement or Purchase Order made thereunder.