



CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement (“**Agreement**”) is entered into between Sedra Solutions USA LLC or the applicable Sedra affiliate identified in the applicable Partner Order Form (“**Sedra**”) and the entity accepting or signing this Agreement (“**Partner**”). This Agreement is effective as of the effective date of the first Partner Order Form referencing this Agreement, or, if accepted electronically, the date of acceptance (the “**Effective Date**”).

If you are accepting this Agreement on behalf of an entity, you represent that you have authority to bind that entity.

1. DEFINITIONS

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than 50% of the voting interests of the entity.

“**Customer**” means an end customer authorized to access or use the Services through Partner under this Agreement.

“**Documentation**” means Sedra’s standard user guides and technical documentation for the Services made available by Sedra.

“**Order Form**” means a quote, order form, purchase order, schedule, or other purchasing document issued, submitted, or accepted under this Agreement that identifies the applicable Services, commercial terms, or transaction details.

“**Partner Services**” means any implementation, managed services, consulting, support, configuration, training, or other services provided by Partner or its Affiliates to a Customer.

“**Services**” means Sedra’s hosted software, AI-enabled tools, support, and other offerings identified in an Order Form.

2. APPOINTMENT

2.1 Appointment. Subject to this Agreement and the applicable Order Form, Sedra appoints Partner, on a non-exclusive basis, to market, promote, and, to the extent expressly stated in an Order Form, resell, distribute, manage, or facilitate access to the Services for Customers in the authorized territory or market segment, if any, identified in the Order Form.

2.2 No Exclusivity. This Agreement is non-exclusive. Sedra may market, sell, provide, or authorize others to market, sell, or provide the Services directly or indirectly to any person or entity.

2.3 No Agency. Partner is an independent contractor and has no authority to bind Sedra, incur obligations on Sedra’s behalf, or represent that it has such authority. Nothing in this Agreement creates any partnership, franchise, joint venture, fiduciary, or employment relationship between the parties.

2.4 Authorized Models. Subject to this Agreement, Partner may market, promote, purchase, resell, distribute, manage, facilitate access to, or otherwise support the Services in one or more channel models approved by Sedra, including resale, managed services, distribution, referral, sourcing, marketplace facilitation, or similar channel activities. The applicable Order Form will identify the relevant transaction details only and need not specify Partner's role or relationship model under this Agreement.

3. ORDERING

3.1 Orders. Partner may place orders for the Services under this Agreement using an Order Form. For resale or distribution transactions, Sedra may issue a quote or other Order Form to Partner for specific Services or Customer opportunities, and Partner may submit a purchase order or other ordering document referencing that Order Form. For MSP or other direct partner purchases, Partner may submit an Order Form directly to Sedra. No Order Form, quote, purchase order, or other order is binding unless and until accepted by Sedra. Sedra may accept or reject any proposed order in its discretion.

3.2 Order Details. The applicable Order Form will identify the relevant transaction details, which may include the Partner, the applicable Customer (if any), the Services being purchased or provided, quantities, pricing, term, billing information, and any Partner-specific commercial details such as support model, territory, or similar approved commercial terms.

3.3 Provisioning. Sedra will provision or make the applicable Services available only after Sedra's acceptance of the applicable Order Form or other order. Sedra may rely on the order details stated in the accepted Order Form, quote, purchase order, or other ordering document submitted by Partner, including where submitted on behalf of a Customer. This aligns with Sedra's customer-facing framework, under which the applicable Order Form controls transaction details and conflicting purchase-order terms are void unless expressly accepted by Sedra.

3.4 Conflicting Terms. Any preprinted or conflicting terms in a Partner purchase order, portal, invoice, or similar business form are void unless expressly accepted by Sedra in writing.

3.5 Affiliates. Partner Affiliates may participate under this Agreement only if expressly authorized in an Order Form or otherwise approved by Sedra in writing.

3.6 Deal Registration. Partner may submit prospective sales opportunities to Sedra for deal registration in the form or process reasonably required by Sedra from time to time. No opportunity will be deemed registered unless and until Sedra confirms the registration in writing. Sedra may approve or reject any proposed registration in its discretion, including in cases of duplicate submissions, existing opportunities, house accounts, strategic accounts, or conflicts with other channel or direct sales activity. Unless otherwise stated in Sedra's written approval, an approved registration will remain valid for ninety (90) days from the date of approval. Deal registration does not grant Partner any exclusivity, guaranteed pricing, guaranteed discount, guaranteed order acceptance, or any right to bind Sedra. Sedra may revoke or modify a registration if Partner is not actively pursuing the opportunity, if the registration was based on inaccurate information, or if otherwise reasonably necessary to address channel conflicts or business needs.

4. END CUSTOMER TERMS

4.1 Sedra Customer Terms Control. All access to and use of the Services by Customers and their authorized users is subject to Sedra's then-current customer-facing agreement, including the Services Agreement and any applicable incorporated documents, such as the DPA, SLA, AUP, U.S. Government Addendum, and EU DORA Addendum, in each case as applicable.

4.2 No Modification Authority. Partner may not modify Sedra's customer-facing terms, make any representation, warranty, commitment, or promise on Sedra's behalf, or otherwise bind Sedra, consistent with Sedra's customer agreement terms for channel purchases.

4.3 Customer Paper. If Partner enters into a separate agreement with a Customer, that agreement is solely between Partner and the Customer and will not bind Sedra. Partner is solely responsible for any commitments, warranties, service levels, credits, penalties, or other obligations it offers to a Customer beyond those expressly provided by Sedra.

4.4 Government and Regulated Customers. If Partner facilitates access to the Services for a U.S. government customer or a customer subject to special regulatory terms, Partner will ensure that the applicable Sedra addenda are incorporated and presented as required by Sedra's standard customer contracting framework.

5. PARTNER RESPONSIBILITIES

5.1 General Responsibilities. Partner will: (a) market and promote the Services professionally and in compliance with applicable law; (b) provide accurate information regarding the Services; (c) comply with Sedra's branding, marketing, and program requirements made available to Partner; (d) ensure that Customers receive or are presented with Sedra's applicable customer-facing terms; and (e) not engage in deceptive, misleading, unlawful, or unauthorized practices in connection with the Services.

5.2 Customer and User Conduct. Partner is responsible for activity under any Partner-managed accounts and for ensuring that it does not knowingly authorize or facilitate use of the Services in violation of Sedra's customer terms or AUP, including prohibited uses such as unauthorized access, interference with security, reverse engineering, competitive use, submission of data without proper rights, and misuse of AI-generated output.

5.3 Partner Services. Partner is solely responsible for all Partner Services. Sedra has no responsibility or liability for Partner Services, including implementation, integration, advisory services, workflow design, monitoring, managed services, or any customer-facing support or operational commitments made by Partner.

5.4 End Customer Support. Unless otherwise stated in an Order Form, Partner is not responsible for first-line support to its Customers. Sedra will provide support to Partner only as set out in the applicable Order Form or partner program materials.

5.5 Compliance. Partner will comply with all applicable laws and regulations in connection with this Agreement, including export controls, sanctions, anti-bribery laws, and data protection laws.

6. FEES; PAYMENT; TAXES

6.1 Fees. Partner will pay Sedra the fees set out in the applicable Order Form. Except as expressly stated otherwise, fees are non-cancelable and non-refundable.

6.2 Customer Payments. If Partner resells or otherwise bills a Customer, Customer will pay Partner and not Sedra directly. Sedra will issue any refunds or credits owed under Sedra's customer-facing terms to Partner, not directly to the Customer, consistent with Sedra's customer agreement terms for channel purchases.

6.3 Taxes. Fees are exclusive of taxes, duties, levies, and similar governmental charges, all of which are Partner's responsibility, except taxes based on Sedra's net income.

6.4 Late Payment. If Partner fails to pay undisputed amounts when due, Sedra may charge interest at the lesser of 1.5% per month or the maximum rate permitted by law and may suspend provisioning or access after reasonable notice.

7. INTELLECTUAL PROPERTY; BRANDING

7.1 Sedra IP. As between the parties, Sedra and its licensors retain all right, title, and interest in and to the Services and Documentation, including all methods, models, software, algorithms, designs, prompts, templates and know-how embodied therein or in any Outputs (collectively "**Technology**"), and all related intellectual property rights therein. No rights are granted to the Services, Documentation or Technology except as expressly set out in this Agreement.

7.2 Limited Partner License. Subject to this Agreement, Sedra grants Partner a limited, non-exclusive, non-transferable, non-sublicensable right during the Term to use Sedra's name, logos, and approved marketing materials solely to market and promote the Services as permitted under this Agreement and in accordance with Sedra's brand guidelines. Partner will not register, or attempt to register, any domain name or trademark containing any Sedra name, logo, product or service name, slogan, or other identifier. Partner will not use Sedra's marks or materials in any way that could harm their distinctiveness or validity or the reputation or goodwill of Sedra. Any goodwill arising from Partner's use of Sedra's marks will inure solely to Sedra's benefit.

7.3 Limited Sedra License. Subject to this Agreement, Partner grants Sedra a limited, non-exclusive, non-transferable, non-sublicensable right during the Term to use Partner's name, logos, and approved marketing materials solely to identify Partner as an authorized Sedra partner and to market and promote the parties' relationship, including on Sedra's website, in partner directories, and in Sedra's advertising, publicity, press releases, case studies, social media, and other marketing channels or materials. Sedra will comply with any reasonable brand guidelines made available by Partner. Any goodwill arising from Sedra's use of Partner's marks will inure solely to Partner's benefit.

7.3 Restrictions. Partner will not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying models, or non-public components of the Services, except to the extent prohibited by law; (b) use the Services or Documentation to build, train, improve, or support a competing product, service, model, or dataset; (c) remove or alter proprietary notices; or (d) use Sedra's marks except as expressly permitted by this Agreement.

8. DATA; PRIVACY

8.1 Customer Data. As between Sedra and Partner, rights in Customer Data are governed by Sedra's applicable customer-facing terms. Sedra will process Customer Data only in accordance with the applicable customer agreement and DPA, where applicable, and Sedra does not assume responsibility for any data submitted, made available, or handled by Partner except to the extent Sedra processes such data in its role under the applicable customer agreement and DPA.

8.2 Partner Data Handling. Partner is solely responsible for its own collection, use, disclosure, processing, storage, transfer, and handling of Customer data, prospect data, or other data outside Sedra's role under the applicable customer agreement and DPA, including any data submitted or made available through Partner and any Partner Services.

8.3 Rights and Permissions. Partner represents and warrants that it has, and will maintain, all rights, permissions, notices, consents, and other lawful bases necessary to: (a) perform its obligations under this Agreement; (b) submit, make available, or enable the submission or availability of any data or other materials to Sedra or the Services through Partner; and (c) enable Sedra to provide the Services as contemplated by this Agreement and the applicable customer-facing terms.

9. CONFIDENTIALITY

9.1 Definition. "Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Sedra Confidential Information includes the Services, Documentation, pricing, security information, and non-public product plans.

9.2 Obligations. Recipient will: (a) use the Discloser's Confidential Information only to perform or exercise rights under this Agreement; and (b) protect the Confidential Information using reasonable care, and at least the same degree of care it uses to protect its own confidential information of similar nature.

9.3 Exclusions. Confidential Information does not include information that Recipient can show: (a) is or becomes public through no fault of Recipient; (b) was already lawfully known to Recipient without confidentiality obligation; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed without use of or reference to the Discloser's Confidential Information.

9.4 Required Disclosure. Recipient may disclose Confidential Information if required by law, regulation, or court order, provided it gives advance notice to the Discloser where legally permitted and reasonably cooperates with efforts to limit the disclosure.

10. WARRANTIES; DISCLAIMERS

10.1 Mutual Authority. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

10.2 Limited Services Warranty. Sedra warrants only that the production Services will materially conform to the applicable Documentation as provided in Sedra's customer-facing agreement. Sedra makes no additional warranty to Partner regarding the Services.

10.3 Partner Commitments. Partner will not make any representation, warranty, or commitment regarding the Services other than those expressly authorized by Sedra in writing.

10.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, DOCUMENTATION, PARTNER PROGRAM MATERIALS, AND ANY TRIAL, BETA, PRE-RELEASE, OR FREE OFFERINGS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND SEDRA DISCLAIMS ALL IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Trial, beta, and pre-release offerings may be subject to separate limitations, including a US\$100 aggregate liability cap.

11. INDEMNIFICATION

11.1 Sedra IP Indemnity. Sedra will defend Partner against any third-party claim that Partner’s authorized marketing or resale of the Services in accordance with this Agreement infringes or misappropriates that third party’s intellectual property rights, and will indemnify Partner against damages, costs, and reasonable attorneys’ fees finally awarded or agreed in settlement, provided that Partner: (a) promptly notifies Sedra of the claim; (b) gives Sedra sole control of the defense and settlement; and (c) reasonably cooperates at Sedra’s expense. Sedra will have no obligation under this Section to the extent a claim arises from: (i) Partner Services; (ii) Customer Data; (iii) combinations not provided by Sedra; (iv) modifications not made by Sedra; or (v) use of the Services in breach of this Agreement or Sedra’s customer-facing terms.

11.2 Partner Indemnity. Partner will defend Sedra against any third-party claim to the extent arising from: (a) Partner Services; or (b) Partner’s unauthorized representations, warranties, commitments, or modifications relating to the Services or Sedra’s customer-facing terms. Partner will indemnify Sedra against damages, fines, penalties, settlement amounts, costs, and reasonable attorneys’ fees and other reasonable expenses finally awarded or agreed in settlement, or reasonably incurred in responding to such matter, provided that Sedra: (i) promptly notifies Partner of the matter; (ii) gives Partner sole control of the defense and settlement, except that Partner may not settle any matter in a manner that admits fault or imposes non-monetary obligations on Sedra without Sedra’s prior written consent; and (iii) reasonably cooperates with Partner at Partner’s expense.

11.3 Exclusive Remedy. THIS SECTION 11 STATES THE INDEMNITOR’S SOLE AND EXCLUSIVE LIABILITY, AND THE INDEMNITEE’S SOLE AND EXCLUSIVE REMEDY, FOR ANY INDEMNIFIED CLAIMS UNDER THIS AGREEMENT.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS INTERRUPTION, OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY PARTNER TO SEDRA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

12.3 Exceptions. The liability cap in Section 12.2 does not apply to: (a) Partner's payment obligations; (b) any categories of liabilities subject to the heightened liability cap set forth in Section 12.4; (c) Partner's violation of Section 7.3; or (d) liability that cannot be limited by law.

12.4 Heightened Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO ITS LIABILITY FOR BREACH OF SECTION 9 (CONFIDENTIALITY) AND ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 WILL NOT EXCEED THE GREATER OF: (A) FIVE HUNDRED THOUSAND DOLLARS (\$500,000); OR (B) TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY PARTNER TO SEDRA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. FOR CLARITY, THIS SECTION 12.4, AND NOT SECTION 12.2, APPLIES TO THE LIABILITIES DESCRIBED HEREIN.

12.4 Trial and Beta Offerings. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SEDRA'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY TRIAL, BETA, PRE-RELEASE, OR OTHER FREE OFFERING UNDER THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

13. SUSPENSION

Sedra may suspend Partner's or any Customer's access to or use of the Services immediately if Sedra reasonably determines that: (a) such access or use poses a legal, regulatory, sanctions, security, or reputational risk to Sedra, the Services, any Customer, or any third party; (b) Partner has breached this Agreement, Sedra's customer-facing terms, or any applicable Acceptable Use Policy in a manner that affects or may affect the Services; (c) Partner or any Customer is using the Services in violation of applicable law or third-party rights; or (d) suspension is reasonably necessary to prevent harm to the Services or other users. Where practicable, Sedra will provide notice and limit the suspension to the affected account, Customer, or portion of the Services.

14. TERM AND TERMINATION

14.1 Initial Term. This Agreement begins on the Effective Date and continues for an initial term of one (1) year.

14.2 Renewal. This Agreement will automatically renew for successive one (1) year renewal terms unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term. Expiration or non-renewal of this Agreement will not by itself terminate any accepted Order Form already in effect, unless otherwise stated in the applicable Order Form.

14.3 Termination for Cause. Either party may terminate this Agreement or an affected Order Form if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice. Sedra may terminate immediately if Partner materially breaches Section 4, Section 5, Section 7, or Section 8, or if Sedra reasonably determines that Partner's conduct presents legal, regulatory, sanctions, security, or reputational risk.

14.4 Termination for Insolvency. Either party may terminate this Agreement immediately upon written notice if the other party: (a) becomes insolvent; (b) makes a general assignment for the benefit of creditors; (c) files or has filed against it a petition in bankruptcy or similar proceeding that is not dismissed within sixty (60) days; or (d) ceases to do business in the ordinary course.

14.5 Effect of Termination. Upon expiration or termination of this Agreement: (a) Partner's rights under this Agreement will end; (b) Partner will stop holding itself out as an authorized Sedra partner; (c) Partner will cease using Sedra's marks and Confidential Information except as needed to wind down existing authorized activity; and (d) each party will return or delete the other party's Confidential Information, except as required by law or reasonably retained in routine backups. Termination of this Agreement will not by itself terminate any end-customer agreement between Sedra and a Customer, unless otherwise provided in that customer agreement or the applicable Order Form.

15. GENERAL

15.1 Entire Agreement. This Agreement, together with all Order Forms and any documents expressly incorporated by reference, is the complete agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, and communications relating to that subject matter.

15.2 Order of Precedence. If there is a conflict between this Agreement and an Order Form, the Order Form controls solely with respect to that Order Form and only to the extent of the conflict. Any preprinted or conflicting terms in any Partner purchase order, portal, invoice, or similar business form are void unless expressly accepted by Sedra in writing.

15.3 Amendments; Waiver. Sedra may update this Agreement or any incorporated addenda, policies or documents from time to time on a prospective basis to address legal, security, operational, or technical requirements. Any material change to such documents will apply prospectively and will not materially reduce Partner's rights during a then-current paid order term except as reasonably necessary to address legal, regulatory, security, or technical risks. No waiver is effective unless in writing.

15.4 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee agrees in writing to be bound by this Agreement. Any prohibited assignment is void.

15.5 Force Majeure. Neither party will be liable for any delay or failure to perform due to causes beyond its reasonable control, except that this Section does not excuse Partner's obligation to pay fees due.

15.6 Independent Contractors. The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

15.7 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties only and does not confer any rights or remedies on any third party, except as expressly stated in this Agreement.

15.8 Governing Law; Venue. This Agreement is governed by the laws of the State of New York, excluding its conflict of laws rules. The state and federal courts located in New York County, New York will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, except to the extent otherwise required by applicable law.

15.9 Notices. Notices under this Agreement must be in writing and sent to the addresses in the applicable Order Form or, for Sedra, to 45 Rockefeller Plaza, 20th Floor, New York, NY 10111, with a copy by email to legal@sedrasolutions.com. Notices are effective upon receipt. Nothing herein shall constitute a waiver of formal requirements for service of process for initiating litigation or arbitration.

15.10 Electronic Contracting. This Agreement and any Order Form may be accepted electronically and may be executed in counterparts, each of which will be deemed an original.

15.11 Survival. Any provision that by its nature should survive termination or expiration of this Agreement will survive, including payment obligations accrued before termination, confidentiality, intellectual property, disclaimers, indemnification, limitations of liability, and the general terms that by their nature should survive.

15.12 Interpretation. Titles and headings of sections of this Agreement are for convenience only and have no legal or contractual effect. The word “will” shall be construed to have the same meaning as “shall.” The words “include,” “includes,” and “including” will be deemed to be followed by “without limitation.” The word “or” will not be exclusive. The phrase “to the extent” will be construed to mean the degree to which a subject or other matter extends, and such a phrase will not simply mean “if.” Where a word is defined herein, references to the singular will include references to the plural and vice versa. All references to “days” will be deemed to refer to calendar days unless otherwise specifically provided. All references to “\$” and “dollars” will be deemed to refer to United States currency unless otherwise specifically provided. All references to individual webpage URLs will be deemed to refer to the webpage or its successor webpage URLs.