

28.12.2018

These Analyste cloud reseller terms (“**Reseller Terms**”) govern the provision of Cloud Services and related Professional Services to the Reseller for resale and distribution to end-customers of the Reseller. Ordered services, related fees and other commercial terms are specified in a separate sales agreement, order form or similar document signed by Analyste and Reseller (“**Sales Agreement**”). These Reseller Terms together with the Sales Agreement and other appendices thereto (as listed in the Sales Agreement), constitute the agreement between Analyste and Reseller (“**Agreement**”).

1. CLOUD SERVICES

- 1.1. **Right to Use.** Analyste grants Reseller the right to access and use Cloud Services, and subsequently to sub-license the same rights to Customers in the Territory for their own internal use, subject to payment of applicable fees and terms of the Agreement. For the avoidance of doubt, Reseller’s personal right to access and use the Cloud Services shall be limited to instances where such access or use is necessary for the benefit of Customers. Reseller is liable for its Customers’ access to, and use of, Cloud Services. Reseller shall resell the Cloud Services under Customer Agreements which are materially in accordance with the Agreement, and contain, at a minimum, the terms and conditions set forth in **Exhibit A**. Reseller shall not make any promises or representations or give any warranties or guarantees in respect of the Cloud Service except such as are specifically included in the Agreement and **Exhibit A**. Reseller shall be fully liable for any such promises exceeding the Agreement and the service terms in **Exhibit A** and shall indemnify Analyste against costs and damages occurring as a result of such promises.
- 1.2. **Acceptable Use.** Reseller shall not, and ensure that Customers do not i) use Cloud Services to send or store harmful, infringing or unlawful material, ii) interfere with or disrupt the integrity or performance of Cloud Services (including data contained therein), or iii) attempt to gain or permit unauthorized access to Cloud Services or related systems or networks. Reseller shall also ensure that Customers do not make Cloud Services available to any third party.
- 1.3. **Accounts.** Reseller is liable to Analyste for all activity occurring on its own and its Customers’ user accounts. Reseller shall, and ensure that Customers shall maintain confidentiality of any non-public authentication credentials associated with their use of Cloud Services, and promptly notify Analyste of any known or suspected security incidents or misuse of its accounts or authentication credentials.
- 1.4. **Customer Data.** Analyste may use Customer Data to provide Cloud Services in accordance with the Agreement. Analyste may also use Customer Data (excluding Personal Data) to develop, analyze and market its cloud services, subject to such Customer Data being anonymized to the extent necessary for Analyste to comply with its confidentiality obligations. Reseller is responsible for Customer Data and its content, and shall secure and maintain all rights and authorizations in Customer Data (including Personal Data) necessary for Analyste to provide Cloud Services without violating laws or rights of any third party. Reseller and/or Customers (as applicable) shall retain ownership of all rights in and to all Customer Data.
- 1.5. **Reseller’s Other Responsibilities.** Reseller shall, and shall ensure that Customer shall, i) comply with all laws and regulations applicable to it and its use of Cloud Services, iii) provide Analyste with all cooperation and access to such relevant and up-to- date information and data (including Customer Data) necessary for providing Cloud Services and performing Professional Services, and iv) ensure its networks and systems comply with Technical Requirements.
- 1.6. **Cloud Service Changes.** Analyste may make reasonable changes to Cloud Services from time to time, as long as any such change does not adversely impact the functionality or usability of Cloud Services for the Reseller or Customers. Subject to the foregoing, Analyste shall inform Reseller of substantial changes to Cloud Services.
- 1.7. **Subcontractors.** Analyste may involve Subcontractors to the extent such appointment does not lead to non-compliance with any applicable laws or Analyste’s obligations under the Agreement. Analyste is free to choose and change Subcontractors and shall be liable for their work. Upon request, Analyste shall inform Reseller of the Subcontractors used. In case there is a change of Subcontractor which is in direct interaction with the Reseller or a Customer, Analyste shall notify Reseller of such change.

28.12.2018

1.8. **Third Party Services.** Third party service means any separate product or service provided by a third party through or in connection with Cloud Services (“**Third Party Service**”). If Reseller or Customer subscribes to a Third Party Service, separate third party terms may apply. Analyste may also contact and share any relevant information with such third parties to the extent necessary to enable them to provide their services to the Reseller or Customer.

1.9. **Support.** Analyste shall provide to Reseller the limited support services, or the tools to assist the Reseller in providing support services to Customer in accordance with the Support Schedule. Reseller will cooperate with Analyste in any troubleshooting of the Cloud Service as required to maintain the efficient operation of the Cloud Service. Reseller is solely responsible for all interactions with Customers with respect to the Cloud Services. This includes, but is not limited to, taking the Customers' calls and using reasonable commercial efforts to remedy any problem without Analyste's participation. Reseller will report a problem to Analyste only upon reasonable verification that the problem is related to the Cloud Service and not due to misuse, malfunction or the failure of the Customers operating system or device, or failure of the Customer to understand how to use the Cloud Services.

2. PROFESSIONAL SERVICES

2.1. **Cloud Service Activation.** To prepare the activation of Cloud Services, Analyste may perform certain Professional Services. Professional Services may be specified in more detail in SOW. Where the Reseller has obtained requisite accreditation, the Reseller may provide such Professional Services to Customers, the scope of which shall be specified in writing by Analyste in the corresponding accreditation document. To the extent that Professional Services are performed by the Reseller, the remainder of this section 2 shall not apply.

2.2. **Testing and Defects.** Analyste shall test results of Professional Services in accordance with its standard practices specified in SOW. Reseller is responsible for functional testing of results according to test plan specified in SOW. Defects in results of Professional Services which do not substantially interfere with the use of Cloud Services in accordance with Service Documentation may not preclude acceptance of the results.

2.3. **Acceptance.** Results of Professional Services are deemed accepted if Reseller i) accepts the results in writing, ii) does not present Analyste with a written complaint describing defects which preclude acceptance within 15 days from the date of completion, or iii) takes (or permits its Customer to take) Cloud Services into production use.

2.4. **Time Schedules.** Analyste shall use reasonable efforts to meet time schedules specified in SOW. Analyste is not responsible for any delays due to reasons which are not solely attributable to Analyste.

3. FEES, TAXES AND BILLING

3.1. **Fees.** Analyste charges Cloud Services and Professional Services based on fees and invoicing terms specified in Sales Agreement. Analyste charges Reseller for reasonable travel and related expenses incurred in connection with performance of Professional Services. Reseller shall pay all fees to Analyste without any set-off, counterclaim, deduction or withholding. Reseller is entitled to freely set the pricing it charges Customers. Components to be used in such pricing may be based on fixed and variable factors such as opening fees, sender and receiver products and transaction volumes as to be determined by Reseller.

3.2. **Minimum Commitments.** Reseller agrees to the Minimum Commitments set forth in the Sales Agreement.

3.3. **Taxes.** Fees imposed under the Agreement are exclusive of all taxes, levies, and duties. Reseller is responsible for all taxes other than Analyste's income and payroll taxes. If any deduction or withholding is required by law, Analyste shall pay the taxes and add the amount to the fees invoiced to and paid by the

28.12.2018

Reseller, so that the net amount Analyste receives remains unchanged, unless Reseller provides Analyste with a valid tax exemption certificate.

3.4. **Interest.** Annual interest rate for delayed payments is the maximum rate allowed by the applicable law. Analyste may assign delayed payments to a third party for collection and charge the incurred expenses to the Reseller.

3.5. **Disputes.** Reseller may dispute an invoice in good faith by providing Analyste written notice within 30 days from the invoice date, providing documentary evidence, or otherwise such dispute is waived. Analyste's billing records shall be the sole records used to determine what Cloud Services were rendered, and shall prevail over any records maintained by any other party. Reseller shall pay the undisputed portion of the invoice by the due date.

3.6. **Billing Data.** Analyste will provide electronic detailed billing data for the Cloud Services loaded into Analyste's billing cycle. All Cloud Services specifically identified in all live Sales Agreements between Analyste and the Reseller will be loaded into such cycles.

3.7. **Provision of Billing Data.** Where billing data is available for a Cloud Service, Analyste shall provide Reseller with the detailed billing data described in section 3.6 within 20 business days after the billing cycle cut-off date. Analyste shall provide access to relevant data per billing cycle. Reseller must notify Analyste immediately if it does not receive the electronic data within the 20 business day time frame. The Reseller shall inspect the billing data and may reject it within five (5) days after the delivery by Analyste by providing appropriate documentation justifying such rejection.

4. PERSONAL DATA

4.1. **Compliance.** Each party shall, and Reseller shall ensure that Customers shall, comply with mandatory data protection laws applicable to it in the context of Cloud Services provided under the Agreement.

4.2. **Data Processing.** With regard to Personal Data, Customer is the data controller, Reseller is the data processor and Analyste is the data sub-processor. Analyste shall process Personal Data only on behalf of Reseller as is necessary for Analyste to perform the Agreement and in accordance with Reseller's instructions, which Reseller confirms are exhaustively set out in the Agreement.

4.3. **Data Transfer.** To provide Cloud Services, Reseller accepts, and ensures that Customers accept, that Analyste may have Personal Data processed and accessible by its Subcontractors outside Reseller's or Customer's country of domicile. However, Analyste warrants that no Personal Data is processed or transferred to a Subcontractor in non-EEA country. In any event, Analyste guarantees adequate level of data protection by agreeing with the Subcontractor appropriate contractual clauses. Upon Reseller's request, Analyste shall provide a copy of such contractual clauses (excluding commercially sensitive information).

4.4. **Security.** Each party shall establish and maintain appropriate technical and organizational security measures designed to protect the security and integrity of Personal Data. Analyste's security measures are described in a separate notice, available upon request. Analyste may modify its security measures from time to time provided such modification does not decrease the overall security.

4.5. **Security Incidents.** To the extent permitted by law, Analyste will notify Reseller of any unauthorized access to Personal Data of which Analyste becomes aware ("**Security Incident**"), and such notification shall not be construed as an acknowledgment by Analyste of any fault or liability with respect to the Security Incident. To the extent the Security Incident results from Analyste's breach of the Agreement, Analyste will use reasonable efforts to identify and remediate the cause of such Security Incident.

28.12.2018

5. CONFIDENTIALITY

5.1. **Definition. “Confidential Information”** means nonpublic information relating to discloser’s business, disclosed in connection with, and prior to or during the term of, the Agreement. Confidential Information does not include any information that i) is or becomes publicly available without breach of this section 5, ii) was in recipient’s possession before receipt from discloser, iii) was rightfully disclosed to recipient by a third party without restriction on disclosure, or iv) is independently developed by recipient without any use of the Confidential Information as can be shown by documentary evidence.

5.2. **Use and Disclosure.** Recipient agrees i) to use Confidential Information only in connection with the Agreement and hold Confidential Information in strict confidence, ii) to limit disclosure of Confidential Information only to its own, its Subcontractors’ or Affiliates’, directors, employees and advisors strictly on a need-to-know basis and who are bound by a written agreement or policies at least as protective of discloser’s Confidential Information as terms of this section 5, and iii) to take all reasonable measures to avoid unauthorized disclosure or use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Recipient may disclose Confidential Information to third parties to the extent required to comply with law or order of competent authority or court, provided that recipient gives discloser prior notice to the extent reasonably practicable and lawfully permitted.

5.3. **Deletion.** Upon discloser’s written request or termination of the Agreement, recipient will cease using and destroy all items in its possession containing Confidential Information, subject to section 9.2 (Transition Period).

6. WARRANTY STATEMENTS

6.1. **Cloud Services.** Analyste warrants that during the Agreement term i) it will comply with laws and regulations applicable to it in connection with the operation of its business as it relates to Cloud Services, and ii) Cloud Services are provided substantially in accordance with Service Documentation. Reseller’s exclusive remedy is correction of the related deficient Cloud Service, subject to promptly provided written notice describing the deficiency. If Analyste cannot substantially correct the deficiency in a commercially reasonable manner within a reasonable timeframe, Reseller may terminate the related deficient Cloud Service and Analyste shall reimburse the corresponding proportion of any prepaid fees for the terminated Cloud Service. Such termination must occur within three months of Analyste’s failure to correct the deficiency.

6.2. **Professional Services.** Analyste warrants, for a period of 30 days from the acceptance date, that results of Professional Services will substantially conform to SOW. The foregoing warranty covers defects in results of Professional Services solely attributable to Analyste that prevent Cloud Services to function substantially in accordance with Service Documentation. Analyste shall correct defects reported in writing during the warranty period as soon as reasonably possible.

6.3. **Exclusions.** Limited warranties provided in sections 6.1 and 6.2 do not apply if Reseller is in material breach of the Agreement, and do not cover any deficiencies resulting from i) events beyond Analyste’s reasonable control, ii) Reseller’s (or its Customer’s) use of Cloud Services in a manner inconsistent with the Agreement or Analyste’s written instructions, or iii) Reseller’s (or its Customer’s) network, systems or non-compliance with Technical Requirements.

6.4. **Disclaimer.** Other than the limited warranties provided in sections 6.1 and 6.2, Analyste provides no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply to the fullest extent permitted under applicable law.

28.12.2018

7. IPR INDEMNITY

7.1. **Defense.** Analyste will defend Reseller against any claims made by a third party that a Cloud Service used by the Reseller (or provided to a Customer by Reseller) in accordance with the Agreement infringes that third party's IPR.

7.2. **Obligations.** Reseller must notify Analyste promptly of such claim, give Analyste sole control over the defense and settlement of the claim, and provide reasonable help in defending the claim. Subject to the foregoing, Analyste will i) indemnify Reseller for reasonable out-of-pocket expenses that it incurs in giving that help, and ii) pay the amount of any resulting settlement (agreed by Analyste) or final judgment.

7.3. **Remedies.** If Analyste reasonably believes that a claim under section 7.1 may bar Reseller's (or its Customers') use of Cloud Service, Analyste will either i) obtain the right to keep using the Cloud Service, or ii) modify or replace the Cloud Service with a functional equivalent. If these options are not commercially reasonable, Analyste may terminate Reseller's right to use or resell the infringing Cloud Service and reimburse the corresponding proportion of prepaid fees for the terminated Cloud Service.

7.4. **Limitations.** Analyste is not liable if the claim i) is asserted by a company which exercises control over the Reseller or which is controlled by the Reseller within the definition of control laid down in applicable legislation, or results from ii) alteration of the Cloud Service by the Reseller (or its Customer), iii) Analyste's compliance with Reseller's (or its Customer's) written instructions, iv) use of Cloud Service for a purpose for which it has not been designed or approved, v) use of Cloud Service in combination with any product or service not supplied or approved by Analyste, or vi) use of a version of Cloud Service which has been superseded by a similar version made available to Customer without additional charge.

7.5. **Exclusive Remedy.** This section 7 provides Reseller's exclusive remedy for all IPR infringement claims and damages.

8. LIMITATION OF LIABILITY

8.1. **Limitations.** The aggregate liability of each party for all claims under the Agreement is limited to direct damages up to the total amount paid by the Reseller to Analyste for the Cloud Service that gave rise to liability during the 12-month period preceding the event giving rise to liability.

8.2. **Exclusions.** Neither party will be liable for any i) loss of revenue, profits (excluding fees and related interest under the Agreement), business, data use, goodwill, reputation or other economic advantage, or ii) indirect, special, incidental, consequential or punitive damages or interest even if the party knew they were possible or reasonably foreseeable.

8.3. **Claims.** All claims under the Agreement must be made within 12 months from the event that gave rise to the claim.

8.4. **Exceptions to Limitations.** The limits of liability in this section 8 apply to the fullest extent permitted by applicable law, but do not apply to section 7 (IPR Indemnity).

9. TERM, TERMINATION AND SUSPENSION

9.1. **Term and Termination.** The Agreement enters into force on the effective date (specified in Sales Agreement) and remains in effect until all Cloud Services under the Agreement have or have been terminated. Either party may terminate the Agreement, wholly or partly, for cause by written notice i) if the other party fails to cure a material breach of the Agreement within 30 days after written notice of such breach, ii) in case of insolvency, bankruptcy or sale of all or majority of assets of a party, or iii) if a force majeure event specified in section 11.4 (Force Majeure) prevents a party from performing its obligations under the Agreement for more than three consecutive months.

28.12.2018

9.2. **Transition Period.** Upon request, Analyste shall continue providing the Cloud Service for a transition period of no more than 90 days from the effective date of termination of the respective Cloud Service, subject to terms of the Agreement and continued payment of fees. Customer Data may be exported from Cloud Service in a manner and format specified in Service Documentation during Cloud Service term and transition period, after which Analyste has no obligation to maintain or provide any Customer Data. Upon request, Analyste shall provide reasonable transition assistance to Reseller subject to any applicable charges specified by Analyste.

9.3. **Suspension.** Analyste may temporarily suspend Reseller's (and its Customers') right to access and use any portion of Cloud Services if i) an undisputed invoice is more than 30 days overdue, ii) Reseller's (or its Customer's) use of Cloud Services poses a security risk to Cloud Services or may harm Analyste or any third party systems used for providing Cloud Services, or iii) Reseller otherwise materially breaches terms of the Agreement. Suspension will be limited to the corresponding part of the Cloud Services and will be in effect only while the circumstances giving rise to suspension exists. When reasonably practicable and lawfully permitted, Analyste will provide Reseller with advance notice of any such suspension. Any suspension shall not excuse Reseller from making payments under the Agreement. If Reseller does not fully address the reasons for the suspension within 60 days after suspension, Analyste may terminate Reseller's right to use or resell the respective Cloud Services.

9.4. **Continuity of Service to Customers.** In the event that the Agreement expires or is terminated other than due to an event of default by Reseller, Analyste shall continue providing the Cloud Services in accordance with the Agreement to each Customer that, prior to such termination entered into a Customer Agreement, for the initial term of such Customer Agreement, which shall not exceed a period of 36 months from the effective date of such Customer Agreement (the "**Wind-Down Period**") following the effective date of such termination, subject to payment by Reseller of the fees agreed and applicable to such Cloud Service. The foregoing shall be conditional on all applicable terms of the Agreement, except for those that relate to the reselling, marketing and advertising rights of Analyste, remaining in force during the Wind-Down Period and the Reseller being fully in compliance with those terms. The Reseller shall commit to paying for the Cloud Services for the full duration of the Wind-Down Periods and shall provide Analyste with details of the applicable Customer Agreements and a list of the initial terms per Customer Agreement prior to the start of the Wind-Down Period.

9.5. **Direct Contracting.** Upon termination of the Agreement due to an event of default by Reseller under Section 9.1, Analyste may continue providing Cloud Services directly to any Customer who meets Analyste's credit or other eligibility requirements and enters into a contract for Cloud Services with Analyste. Upon request from Analyste, Reseller shall provide to Analyste a list of Customers and any other information and assistance needed for Analyste to provide Cloud Services directly to Customers. Analyste may inform such Customers as to how they may maintain Cloud Services after termination of the Agreement if they so desire. Notwithstanding anything in the Agreement to the contrary, Analyste is not restricted in any way from providing Cloud Services directly to any Customer who may request that Analyste do so.

10. APPLICABLE LAW AND DISPUTES

10.1. **Law.** The Agreement is governed by the laws of the country or state in which the contracting Analyste entity is incorporated, excluding its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

10.2. **Disputes.** All disputes arising out of or in connection with the Agreement that cannot be settled by negotiations between the parties shall be finally settled by the courts of country / state in which the contracting Analyste entity is incorporated.

11. MISCELLANEOUS

11.1. **Assignment.** Customer may not assign the Agreement in whole or in part without Analyste's written consent, which may not be unreasonably withheld. Analyste may assign the Agreement in whole or in part

28.12.2018

to its Affiliate or to a third party to which the relevant business operations concerning the Cloud Services are transferred. Analyste may also transfer its receivables under the Agreement to a third party.

11.2. **Conflicts.** In case of conflict, Sales Agreement terms prevail over these Reseller Terms and other appendices which are listed and apply in their numbering order specified in Sales Agreement.

11.3. **Force Majeure.** A failure by either party to comply with its obligations under the Agreement due to a Force Majeure is not deemed a breach of the Agreement. “**Force Majeure**” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with its obligations under the Agreement (other than an obligation to pay money). The non-performing party shall promptly notify the other of the Force Majeure, use reasonable efforts to limit damages to other party and to resume its performance as soon as possible.

11.4. **IPR.** No ownership to any IPR related to Cloud Services or results of Professional Services is granted to the Reseller or its Customers.

11.5. **Notices.** All formal notices under the Agreement, such as claims, disputes, terminations and assignments, must be provided via email followed by an original letter by courier or certified mail, and addressed to the contact person specified in the Sales Agreement or to such other person indicated by the party in writing.

11.6. **References.** Reseller grants Analyste the right to use its name and logo for internal and external reference purposes, which the Reseller may revoke at any time in writing. Any further reference use is subject to mutual agreement.

11.7. **Relationship with Customers.** In all dealings within the scope of the Agreement, Analyste and Reseller acknowledge and agree that the relationship created by the Agreement is that of independent contracting parties and is not, and will not be deemed to be any other relationship, including, without limitation, that of dealer, agent, joint venture, joint employers or a partnership. Analyste and Reseller assume full responsibility for the acts, supervision and control of their own respective employees. Reseller is not a general agent of Analyste. Reseller must refrain from any business practice, promotion, or advertising that may be injurious to the business or goodwill of Analyste. Analyste is obligated only to Reseller in accordance with the terms of the Agreement, and not to Customers, who are not to be deemed third-party beneficiaries of the Agreement. Reseller is solely responsible for all risks and expenses incurred with the provision of the Cloud Service to Customers. Reseller will act on its own account in all respects and will be solely responsible for such things as credit verification and obtaining a letter of credit, deposits, billing, collection, and bad debt.

11.8. **Survival.** Terms of sections 8 (Limitation of Liability) and 10 (Applicable Law and Disputes), as well as other sections of these Reseller Terms which by their nature are intended to survive, will survive the termination of the Agreement.

11.9. **Other.** The Agreement constitutes the parties' entire agreement regarding its subject matter, superseding all prior oral or written communications. If any part of the Agreement is held unenforceable, the rest remains in full force and effect. Failure to enforce any provision of the Agreement will not constitute a waiver. The Agreement may not be amended, superseded nor any obligation waived, except in writing and signed by authorized representatives of both parties.

12. DEFINITIONS

Affiliate means any legal entity that a Analyste owns, that owns a party, or that is under common ownership with a party, ownership meaning holding more than 50% of the shares or voting rights of an entity. **Analyste** means Analyste legal entity specified in Sales Agreement. **Cloud Service** means each Analyste service specified in the Sales Agreement and made available to Reseller for resale and

28.12.2018

distribution to Customers via a network, and the underlying infrastructure, such as data centers, and all procedures used in connection with providing Cloud Services, excluding Professional Services.

Customer means a customer of Reseller purchasing Services from Reseller for its own internal purposes and not for resale or distribution to, or use on behalf of, others. **Customer Agreement** means the written agreement between Reseller and Customer pursuant to which such Customer receives the Cloud Services and any Professional Services.

Customer Data means all data provided to Analyste by Reseller or its Customers (or at their direction) via Cloud Services. **IPR** means all present and future intellectual property rights including copyrights, trademarks and patents. **Minimum Commitment** means the minimum monthly service revenue required under the Agreement as detailed in the Sales Agreement.

Personal Data means data contained within Customer Data that relates to an identified or identifiable natural person as defined in the applicable data protection legislation. **Professional Services** mean consultation, operational analysis, training, design and other preparatory project work related to Cloud Services as may be specified in more detail in SOW.

Reseller means reseller legal entity specified in the Sales Agreement.

Service Documentation means Analyste's standard description of each Cloud Service. **SOW** means a statement of work or other similar document describing Professional Services. **Subcontractor** means Analyste Affiliates and other subcontractors who fulfill and/or assist with performance of the Agreement. **Support Schedule** means the Analyste Partner Support Service Description and Service Level Agreement incorporated by reference in the Sales Agreement. **Technical Requirements** means Cloud Service technical minimum requirements specified by Analyste. **Territory** means the country or geographical region agreed in writing between the parties, in which the Cloud Services may be marketed and resold.

28.12.2018

EXHIBIT A**TERMS AND CONDITIONS TO BE INCLUDED IN CUSTOMER AGREEMENTS**

- i. THE CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH [THE RESELLER]'S SERVICE PROVIDER AND THE CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [THE RESELLER] AND ITS SERVICE PROVIDER.
- ii. THE CUSTOMER UNDERSTANDS AND AGREES THAT THE [RESELLER]'S SERVICE PROVIDER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO THE CUSTOMER.
- iii. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, THE CUSTOMER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.
- iv. THE SERVICE IS FOR THE CUSTOMER'S USE ONLY AND THE CUSTOMER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.
- v. THE CUSTOMER SHALL NOT I) USE THE SERVICES TO SEND OR STORE HARMFUL, INFRINGING, OR UNLAWFUL MATERIAL, II) INTERFERE WITH OR DISRUPT THE INTEGRITY OR PERFORMANCE OF THE SERVICE (INCLUDING DATA CONTAINED THEREIN), OR III) ATTEMPT TO GAIN OR PERMIT UNAUTHORIZED ACCESS TO THE SERVICES OR RELATED SYSTEMS OR NETWORKS.
- vi. CUSTOMER SHALL SECURE AND MAINTAIN ALL RIGHTS AND AUTHORISAIONS IN [CUSTOMER DATA] (INCLUDING PERSONAL DATA) NECESSARY FOR [RESELLER] TO PROVIDE THE SERVICE (AS FACILITATED BY ITS SERVICE PROVIDER) WITHOUT VIOLATING LAWS OR RIGHTS OF ANY THIRD PARTY.