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PARTNER PROGRAM AGREEMENT

1. PARTNER PROGRAM AGREEMENT

1. This Partner Program Agreement, along with our Privacy Policy, Data Processing Addendum (“**DPA**”) and any additional addendums (“**Additional Addendums**”), constitute the agreement (“**Agreement**”) established by and between XOPERO SOFTWARE S.A. with its principal office in Gorzów Wielkopolski, Poland, address: ul. Zbigniewa Herberta 3, 66-400 Gorzów Wielkopolski, Poland (referred to as “**XOPERO**”, “**we**” or “**us**” or “**Company**”) and any person or entity registering as a Partner (referred to as “**Partner**”, “**Partner**” and “**you**”) collectively “**parties**”, individually “**party**”.
2. Accepting this Agreement is a condition of cooperating with XOPERO as an authorized Partner.
3. BY COMPLETING THE REGISTRATION PROCESS AS A PARTNER YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ, UNDERSTOOD AND ACCEPTED THIS AGREEMENT, (II) YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER THIS AGREEMENT, (III) IF YOU ARE THE AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (IV) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY AND (V) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.
4. XOPERO reserves the right in its sole discretion at any time to refuse anyone’s participation in the Program.
5. This Agreement is effective between you and XOPERO on the day of your registration in the Partner Program (the “**Effective Date**”).

2. DEFINITIONS

1. The following terms shall have the meaning specified below:
 - i. “**End-User(s)**” means any entity using the Services.
 - ii. “**Client(s)**” means any entity being the customer of the Partner of the sale of license to use the Software and/or Services.
 - iii. “**Documentation**” means the information and specifications describing the functionality of the Software and/or Services which are furnished to Partner by Xopero in connection with this Agreement.
 - iv. “**Personal Data**” means any information relating to an identified or identifiable natural person, who can be identified, directly or indirectly.



- v. **“Service(s)”** any services or applications provided by XOPERO to its clients (a) on a trial basis - free of charge or (b) as paid services.
- vi. **“Software”** means the XOPERO software as made available on a software as a service basis (SaaS), including back-up tools, dashboards, End-User application, data analysis software, interfaces to third party systems.
- vii. **“Website(s)”** means any domain or application operated by XOPERO.
- viii. **“Sub-Processor”** means any person or entity (including any third party who renders services to the Company), authorized as another processor under the Agreement to have logical access to and process Personal Data in order to provide parts of the Services.

3. APPOINTMENT OF PARTNER

1. Xopero hereby grants to Partner, a limited, non-exclusive, non-transferable, right to sell and distribute Software and/or Services.
2. Partner shall introduce the Software and/or Services to its current and prospective Clients and shall comply with all laws applicable to the Partner (including applicable data protection laws) as well anti-spam laws and those that govern e-mail marketing rules.
3. Partner’s rights to distribute the Software and/or Services include the right to promote, advertise, market and resell (sublicense) to any third party Client and/or End-User.
4. Xopero reserves the right to promote, advertise, market, sell and distribute the Software and Services on a world-wide basis, either directly or indirectly through other Partners, dealers, OEMs, VARs, distributors or other third parties.
5. Xopero reserves the right to modify the Software and Services at any time.

4. PARTNER OBLIGATIONS; END-USER PRICING

1. All licenses granted by Partner to Clients and/or End-Users shall be pursuant to Xopero’s standard Terms of Service (the **“Terms of Service”** or **“ToS”**).
2. Partner shall not have the right to modify any terms or conditions of the ToS.
3. Partner shall not offer any additional warranty, indemnity or liability obligations to its End-Users.
4. Partner shall not, and it will ensure that its representatives will not, make any statements, representations or warranties with respect to the Software and/or Services except as authorized in advance in writing by Xopero.
5. Partner will designate one (1) employee (or himself) to act as its primary contact for the purposes of communicating with Xopero, who shall be authorized to act on behalf of Partner within the scope of this Agreement.
6. Partner will be responsible for the “level one” technical support.
7. Partner accepts that he will receive from Xopero messages and guidelines aimed at improving the cooperation and activities of Partner, as well as maintaining the consistency of the Xopero’s offer. Partner undertakes to read each such message and then follow the guidelines provided.

Such communications may concern in particular information about webinars, trainings, workshops, events, new functionalities, links to articles in the media about Xopero and Xopero products, offers, promotions, etc.

5. COLLECTION

1. Partner shall be responsible for collecting all fees from End-Users.
2. Furthermore, Partner is responsible for invoicing Clients and/or End-Users.
3. Partner shall make clear to its own End-Users that Partner is billing and collecting on Partner's own behalf and not on behalf of Xopero.
4. Xopero will not be obliged to provide the Services to End-Users in the event that Partner does not pay Xopero the remuneration due. Lack of payment to Xopero may result in an immediate suspension of the Services, without the right to compensation.

6. OWNERSHIP

1. The Software and Services are licensed, not sold, and Xopero reserves all rights not expressly granted to Partner in this Agreement. The Software and Services are protected by applicable Polish, European Union and foreign laws and treaties, including copyright laws, treaty provisions and patents and patent applications.
2. Xopero or its licensors own all rights, title and interests in the Software and Services, including trade secrets, patents, copyrights and database rights, and the Software and Services shall remain the sole and exclusive property of Xopero and/or its licensors.
3. Partner acknowledges and agrees that the Software and Services are proprietary to Xopero and/or its licensors, and that Partner's appointment only grants Partner a limited license to distribute such Software and Services and does not transfer any right, title or interest in or to any Software, Services, or any other intellectual property right to Partner, any End-User or any other third party.
4. Partner acknowledges and agrees that Partner is not licensed or permitted under this Agreement to do any of the following and shall not allow any third party to do any of the following:
 - i. access or attempt to access any other Xopero systems, programs or data that are not included within the Software and Services under this Agreement;
 - ii. copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the Software or any documents provided by Xopero not included in this Agreement;
 - iii. permit any third party to benefit from the use or functionality of the Software or Services via a rental, lease, timesharing, service bureau, or other arrangement not otherwise permitted under this Agreement;
 - iv. transfer any of the rights granted to Partner under this Agreement;
 - v. work around any technical limitations in the Software or Services, use any tool to enable features or functionalities that are otherwise disabled in the Software or



- Services, or decompile, disassemble, or otherwise reverse engineer the Software or Services except as otherwise permitted by applicable law;
- vi. perform or attempt to perform any actions that would interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by Xopero;
 - vii. otherwise use the Software or Services except as expressly allowed under this Agreement;
 - viii. use the Software and Services in the manner, and for purposes other than as expressly specified in this Agreement;
 - ix. delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, results or other materials obtained through use of the Software and Services;
 - x. use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services or
 - xi. violate any applicable local, state, national and international laws or regulations.

7. TRADEMARKS

1. Xopero hereby grants Partner the limited, non-exclusive and non-transferable right during the term of this Agreement to use the Xopero's trademarks to promote the Software and Services, provided, however, that such use is in accordance with Xopero's then-current guidelines.

8. DISCLAIMERS

1. Except as otherwise expressly provided in this Agreement, the Parties mutually agree that:
 - i. the Software and Services are provided "as-is" and, to the maximum extent permitted by applicable law, Xopero disclaim all warranties of any kind, express or implied, regarding the Software and Services or otherwise relating to this Agreement, including warranties of fitness for a particular purpose, merchantability, non-infringement and accuracy;
 - ii. Xopero doesn't warrant that the Software and Services are or will be accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations;
 - iii. the End-User assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components;
 - iv. Xopero disclaims and makes no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the reports, data, results or other information obtained, generated or otherwise received from accessing and/or using the Software and/or Services or otherwise resulting from this Agreement, and
 - v. use of the Software and/or Services is entirely at the End-User's own risk and Xopero shall have no liability or responsibility therefor.

9. LIMITATIONS ON LIABILITY

1. The total liability of Xopero arising out of or in connection with this Agreement, the Software and Services will be limited to the aggregate payments received from Partner under this Agreement in regard to a specific End-User for the maximum of 6 months period.
2. In no event shall Xopero be liable for indirect, special, incidental, consequential or punitive damages of any type arising out of or in connection with this Agreement, the Software and/or Services, whether or not Xopero has been advised of the possibility of such damages and whether based upon breach of contract or tort (including negligence).
3. Xopero shall have no liability for any damages resulting from alteration, destruction or loss of any data or information input, generated or obtained from access and/or use of the Software and Services, whether or not Xopero has been advised of the possibility of such damages.
4. The limitations of damages and liabilities set forth in this Agreement are fundamental elements of the basis of the bargain between Xopero and Partner, and the pricing for the license reflects such limitations.
5. Xopero will not be liable for any loss or damage due to any event or circumstance beyond its control, including but not limited to war, invasion, electrical shortages, epidemics, terrorist attacks, earthquakes, labor strikes, fire or any other occurrences of vis major.

10. PRICING AND PAYMENT

1. The rates at which Xopero shall charge Partner for the right to distribute the Software and Services are set forth on an individual basis.
2. Price rates for particular elements Software or Services are set upon in Xopero's current price list.
3. Xopero will grant the Partner with percentage discounts on the retail prices of the Software and Services, which will be set forth on an individual basis. Furthermore the Partner is prohibited to use in relations with his partners and associates any discount that is on the same level, unless otherwise agreed by the Parties.
4. Sale of Software and Services by Xopero to Partner may be conducted in one of three models, based on individual agreements. Xopero retains the right to limit the availability of any further mentioned models for the Partner on individual basis.
5. In the first model, Partner is obligated to purchase from Xopero an individually determined number of Software and Services licenses, paying for all such ordered licenses in advance.
6. In the second model, Partner has the opportunity to sell an unspecified number of licenses for Software and Services, for which payment will be due in arrears on or about the last day of each month, Xopero will invoice the Partner based on the usage of the Software and Services by Partner's End-Users.
7. In the third model, the payment for the ordered Services and Software is due in 14 days since the order has been made and accepted by Xopero.



8. All amounts payable by Partner are exclusive of all sales, use, value-added, withholding and other taxes and duties or similar tariffs. The remuneration established on a basis of the above rules shall be net amount, which shall be increased by VAT tax value in the amount in line with the applicable laws.
9. Partner will pay and indemnify Xopero for any and all taxes payable with respect to the sale and distribution by Partner of the Software and Services.
10. The Partner will receive invoices in Polish currency (PLN), the Euro currency (EUR) or United States Dollar (USD).
11. Payment of the Provider's remuneration will be made to the bank account number specified on the invoice or otherwise specified by Xopero.
12. Partner will pay interest on all amounts not paid within 10 days of the due date at the rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less.
13. Partner shall have no right of offset against Xopero.
14. In the event that Partner fails to make payment when due under this Agreement, Xopero reserves the right to suspend access to the Software and Services of the End-Users for which payments are due from Partner to Xopero. Such End-Users' recourse shall be solely against Partner.
15. Partner acknowledges and agrees that any attempt of manipulation or modification of accounting system or license key generation system shall be deemed to be gross breach of the Agreement.
16. Any Client of the Partner is entitled at any time to buy the licenses to the Software and/or Services directly from Xopero. If the Partner proves that such Client was obtained predominantly thanks to the actions of the Partner, the Partner retains the right to remuneration for such Client. The amount of remuneration (provision) shall be agreed by the Parties individually on a case-to-case basis.

11. RELATIONSHIP OF PARTIES

1. The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties.
2. Neither party nor its employees or agents has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

12. CONFIDENTIALITY

1. Partner acknowledges that the Software and/or Services have been developed by Xopero by means of substantial expense and effort, that such Software and/or Services are valuable proprietary assets of Xopero, and that disclosure of any confidential information regarding the Software and/or Services would cause substantial and irreparable injury to Xopero.
2. Except in accordance with this Agreement, or written permission otherwise obtained from Xopero, Partner agrees and warrants that Partner and Partner's employees, representatives and agents will not, either directly or indirectly, use, disclose, copy, modify, or distribute the



Software and/or Services or any confidential information regarding them, either for their own benefit or for the benefit of anyone else. Partner shall take all measures necessary or appropriate to protect confidentiality and to prevent disclosure and use except strictly for Partner's internal business as provided herein.

13. EXPORT LAWS

1. The Software and Services is subject to Polish and European Union laws and regulations.
2. Partner must comply with all domestic and international export laws and regulations that apply to the Software and Services.
3. The abovementioned laws include restrictions on destinations, End-Users and end use.

14. GOVERNING LAW

1. This Agreement and all matters relating to or arising from this Agreement will be governed and enforced by and construed in accordance with the substantive laws of Republic of Poland and the Parties hereto hereby submit to the jurisdiction of the courts of Poland.
2. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. TERM; TERMINATION

1. The initial term of this Agreement shall be for a period of one (1) month, unless terminated earlier pursuant to the terms of this Agreement.
2. Unless otherwise prohibited by applicable law, this Agreement will automatically renew at the end of the initial term for consecutive, multiple one (1) month periods.
3. Either party may terminate this Agreement if the other party breaches any material term or condition and fails to cure the breach within 10 (ten) days following receipt of written notice.
4. Notwithstanding anything herein to the contrary, either Party shall have the right to terminate this Agreement without cause upon 30 day's prior written notice.
5. In the event this Agreement is terminated for any reason, Partner shall remain obligated to Xopero for payment for the Software and Services usage of Partner's End-Users through the termination date. In addition, at Partner's option, Partner may continue to pay Xopero the monthly usage fee for Partner's End-Users and Xopero will continue to provide access to Partner's End-Users existing as of the termination date but Partner will not have the ability to add new End-Users. If Partner chooses not to continue to pay Xopero the monthly usage fee, as of the termination date Partner's End-Users will be provided with an option to pay Xopero directly in order to continue to access the Software and Services or to cease access.

16. EFFECT OF TERMINATION

1. Upon termination of this Agreement, Partner will:
 - i. no longer be permitted to access or use the Software and/or Services and will cease using any documentation and any confidential information;



- ii. return or destroy, at Partner's expense (without making copies thereof), all materials (and all copies thereof) related to the Software and/or Services, and Xopero's confidential information;
 - iii. destroy or purge any electronic copies or media relating to or embodying the Software and/or Services, including any documentation and confidential information; and
 - iv. on request, provide Xopero with written (or by e-mail) notification, signed by a duly authorized representative of the Partner, certifying that the Software and/or Services and any documentation and confidential information have been so removed or destroyed from Partner's possession and that no other copies of such materials exist in Partner's possession.
2. Except as otherwise specifically provided in this Agreement, upon the effective date of termination, all other rights and obligations under this Agreement shall cease except the rights and obligations of either party with respect to any breach of this Agreement, and the rights and obligations

17. GENERAL PROVISIONS

1. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
2. Partner may not assign this contract, or any part of it, to any other party. Any attempt to do so is void.
3. Any changes to this contract should be made in the same (or higher) form, under pain of void.