



## Channel Partner Agreement

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**ShiningBot Data Analytics Private Limited,**  
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READ THIS SHININGBOT CHANNEL PARTNER AGREEMENT AND ACCEPT AGREEMENT BEFORE REGISTERING AS A SHININGBOT CHANNEL PARTNER WITH SHININGBOT DATA ANALYTICS PRIVATE LIMITED (SHININGBOT). IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT REGISTER AS A CHANNEL PARTNER WITH SHININGBOT. BY REGISTERING WITH SHININGBOT, YOU CONSENT AND AGREE, ON BEHALF OF YOURSELF AND YOUR ORGANIZATION, TO BE BOUND BY THIS AGREEMENT. FURTHER, CHANNEL PARTNER REPRESENTS THAT IT IS A REGISTERED BUSINESS ENTITY, AND YOU HAVE SUFFICIENT AUTHORITY TO BIND YOUR ENTITY AND YOU HAVE READ AND UNDERSTANDS THIS AGREEMENT AND HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH YOUR COUNSEL, PRIOR TO AGREEING TO THE TERMS HEREIN AND SUBMITTING ITS REGISTRATION. IF REGISTERING CHANNEL PARTNER HAS ANY QUESTIONS OR CONCERNS, OR DESIRES TO SUGGEST ANY MODIFICATIONS TO THIS AGREEMENT, PLEASE CONTACT THE LOCAL SHININGBOT REPRESENTATIVE TO BE REFERRED TO SHININGBOT LEGAL TEAM.

The parties to this agreement are ShiningBot Data Analytics Private Limited, ("ShiningBot") and ShiningBot Channel Partner. The effective date of this Agreement shall commence upon ShiningBot Channel Partner's acceptance of this Agreement and completion of the ShiningBot Channel Partner Program registration process and ShiningBot's approval, whichever is later. Upon ShiningBot's acceptance of ShiningBot Channel Partner's registration, ShiningBot Channel Partner will be appointed as a nonexclusive marketer and reseller of ShiningBot Products or, in accordance with the status assigned, in the Territory specified by ShiningBot.

#### 1. **Definitions:**

The following definitions apply to capitalized terms in this Agreement. All other capitalized terms are defined in the body of the Agreement.

- 1.1. "Code of Conduct" means ShiningBot's Partner Code of Conduct as published on ShiningBot's website at <https://partners.shiningbot.com>, as may be updated in ShiningBot's sole discretion.
- 1.2. "Confidential Information" shall mean all proprietary or confidential information disclosed by one party to the other party including, without limitation: (i) product information, software or services information, or related design, technology, ideas and algorithms (note the design, technology, ideas, and algorithms in ShiningBot's Products and Services, and Software and components therein and related thereto, shall be deemed ShiningBot "Confidential Information"); (ii) trade secrets and business plans; (iii) either party's technical, business or financial information and plans; (iv) the terms of this Agreement; and (v) any item marked as confidential by the disclosing party. Confidential Information shall not include information that the receiving party can show (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by, or is in the possession of, the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; (c) is lawfully obtained without restriction from a third party who has the right to make such disclosure, or (d) is independently developed by the

- receiving party, without use of, or reference to, the disclosing party's Confidential Information.
- 1.3. "Demo Stock" means any Product that ShiningBot Channel Partner purchases as a demonstration unit, as expressly stated in an order submitted to ShiningBot's, to give, lend, place with, or stage with a customer or potential customer solely to enable the customer or potential customer to review and evaluate the Product and not for use in production.
  - 1.4. "Documentation" means any then-current user documentation, on any media, provided by ShiningBot for use with the Products and/or Services, available at <https://www.shiningbot.com> and/or <https://partners.shiningbot.com> and/or [https://\\*.shiningbot.net](https://*.shiningbot.net) (any subdomain of shiningbot.net).
  - 1.5. "Effective Date" shall mean the date that ShiningBot Channel Partner registration date or ShiningBot accepts ShiningBot Channel Partner's application, whichever is later. Available for partner reference inside their partner login in the partner portal.
  - 1.6. "End User" shall mean any person or entity that purchases a Product or Products and/or Service or Services for its own personal or internal use.
  - 1.7. "ShiningBot Channel Partner" shall mean the legal entity and its representative that accepts this Agreement and registers with ShiningBot to purchase Products and Services from a ShiningBot or ShiningBot Authorized Distributor for resale to End Users.
  - 1.8. "ShiningBot Authorized Distributor" shall mean any distributor expressly authorized by ShiningBot in a written agreement to distribute Products and/or Services to ShiningBot Channel Partners.
  - 1.9. "ShiningBot Channel Partner Program" shall mean ShiningBot's Channel Partner Program, which shall include all requirements, guidelines and benefits thereof, as further specified in ShiningBot Channel Partner Program materials (as they may be changed from time to time by ShiningBot in its sole discretion), available after the registration process at the ShiningBot Partner Portal, which are incorporated herein by reference.
  - 1.10. "ShiningBot Partner Portal" shall mean the ShiningBot Channel Partner website currently located at <https://partners.shiningbot.com>, or another location designated by ShiningBot, which website may be updated by ShiningBot from time to time in its discretion. The ShiningBot Partner Portal shall contain information, updates and guidelines pertaining to the ShiningBot Channel Partner Program.
  - 1.11. "Hardware" means the ShiningBot Gateway Devices and/or Computer Peripherals and/or Network Related Products listed in ShiningBot's then-current price list, excluding all Software incorporated in or bundled with such devices.
  - 1.12. "Product(s)" shall mean any Hardware or standalone Software product or Cloud Services which ShiningBot Channel Partner is licensed to sell.
  - 1.13. "Service(s)" means services provided in connection with the Hardware, which shall be provided solely pursuant to ShiningBot's then-current policies.

- 1.14. "Software" shall mean the ShiningBot machine-readable object code, whether incorporated in the Hardware or delivered separately, identified in the applicable then-current price list as "available to ShiningBot Channel Partner," including any error corrections and bug fixes provided by ShiningBot.
- 1.15. "Cloud Services" or "Cloud Subscriptions" shall mean the mandatory cloud services required for functioning of the ShiningBot products and the subscriptions of cloud services available in [https://\\*.shiningbot.net](https://*.shiningbot.net) subject to the host country.
- 1.16. "Territory" shall mean the geographic area where ShiningBot Channel Partner focuses its sales efforts and where ShiningBot Channel Partner expects to procure and resell at least 80% of its total business volume with ShiningBot. The Territory, within which the license granted hereunder shall be operative and to which the licenses and rights granted hereunder shall be limited, will be communicated to ShiningBot Channel Partner upon completion of the ShiningBot Channel Partner registration process.

## **2. Ownership and retention of rights**

ShiningBot Channel Partner hereby agrees and acknowledges that ShiningBot (and its suppliers, and its licensors (if any)), own and shall retain all right, title and interest in and to, and ShiningBot Channel Partner shall have no right, title or interest in and to the following other than the limited license rights expressly set forth in Section 3 of this Agreement: (i) the Products, Software and Services, (ii) the manufacture and/or production of Product (including all copies and derivative works of the Product, by whomever produced), and associated Documentation, including all intellectual property rights embodied therein, including, among others, all patent and trade secret and trademark rights and all copyrights; (iii) all of the servicemarks, trademarks, trade names or any other designations, and (iv) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Products, Software and Services.

## **3. Licenses**

Subject to the terms of this Agreement and solely for the term of this Agreement, ShiningBot hereby grants to ShiningBot Channel Partner a non-exclusive, non-transferable, revocable, limited license, actively in the Territory, to market, sell, and distribute properly purchased Product(s), Service(s) and associated Documentation(s), and provide properly purchased support Service(s) in accordance with ShiningBot's policies and the ShiningBot Channel Partner Program, only to End Users in the Territory (collectively "Licensed Activities").

Additionally, ShiningBot hereby grants ShiningBot Channel Partner, solely for the term of this Agreement, a non-exclusive, nontransferable, non-sublicensable, revocable license to use the Documentation(s) and to make a reasonable number of copies of the Documentation(s) solely for its own business purposes and any pre-sales activities to support ShiningBot Channel Partner's marketing of the Product(s) and Service(s), provided that ShiningBot Channel Partner must reproduce and include the original Documentation copyright notice and any other notices upon any copies made by ShiningBot Channel Partner regardless of type of media.

Except as expressly stated in this Section 3, ShiningBot Channel Partner shall have no license rights under this Agreement.

#### **4. Restrictions on use**

Except as expressly stated in this Section 3, ShiningBot Channel Partner shall have no license rights under this Agreement. ShiningBot Channel Partner hereby agrees not to: (i) create or copy or attempt to create or copy by reverse engineering, disassembly, decompile or otherwise, the source code, internal structure, hardware design or organization of the Product(s), or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (ii) remove any Product identification or notices of any proprietary or copyright restrictions from any Product or any Product support material; (iii) copy the software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the Software in any other software program; and (iv) separate the Product into component parts for distribution or transfer to a third party.

#### **5. ShiningBot channel partner responsibilities**

5.1. Qualifications. In addition to the responsibilities set forth elsewhere in this Agreement, ShiningBot Channel Partner agrees to comply with the policies and criteria (corresponding to its assigned partner level) established by ShiningBot for the ShiningBot Channel Partner Program, as set forth at ShiningBot webpage located at: <https://partners.shiningbot.com>. ShiningBot may change such policies and criteria from time to time as it sees fit. It shall be the sole responsibility of ShiningBot Channel Partner to check this site for updates and to follow and abide by all requirements.

5.2. Sales Efforts. ShiningBot Channel Partner shall use its best efforts to: (i) market, advertise, and otherwise promote and sell the Products and related Services contracts in the Territory, (ii) unless prohibited by law, prevent the export of the Products and Services from the Territory for resale outside the Territory, (iii) perform its obligations under this Agreement, and (iv) further preserve the goodwill and reputation of ShiningBot and the Products and Services. As part of these efforts, within thirty (30) days of the Effective Date, ShiningBot Channel Partner shall put a ShiningBot logo on ShiningBot Channel Partner's web site according to the relevant specifications in ShiningBot's ShiningBot Channel Partner guidelines available at the Partner Portal and according to ShiningBot's applicable policies and guidelines. For clarity, notwithstanding anything to the contrary, ShiningBot Channel Partner is solely responsible to sell any Products and Services that it purchases from ShiningBot, and ShiningBot has no responsibility to assist with that sale and in no way assumes any responsibility to assist with that sale or to ensure any sale is consummated. ShiningBot Channel Partner is free to set the prices it charges in its discretion, provided it is responsible to ensure full compliance with all laws.

5.3. Demo Stock; Conditions on Resale. Any discount provided to ShiningBot Channel Partner for Demo Stock shall be used solely for the purchase of Demonstration only. Such stock shall not be offered for resale unless otherwise agreed to in writing signed by an authorized representative of ShiningBot.

- 5.4. Internet Online Sales Restriction. ShiningBot Channel Partner hereby acknowledges and agrees that, due to the complexity of ShiningBot's Products, online sales do not provide adequate presales support. Therefore, ShiningBot Channel Partner hereby agrees and warrants that it shall not sell or otherwise make available Products via any online websites on the world wide web (for example but not limited to amazon, flipkart), service, or similar bidding medium throughout the duration of this Agreement. For the avoidance of doubt, where a corporate end user utilizes the Internet for an online based tender bidding-system this provision shall not apply. In addition, ShiningBot Channel Partner acknowledges and agrees that because inadequate presales support reflects poorly upon and tarnishes the ShiningBot name a breach of this Section 5.4 is a material breach of this Agreement.
- 5.5. ShiningBot Channel Partner Support. ShiningBot Channel Partner, either directly or through its designated support providers, shall provide support to its customers for support Services purchased from ShiningBot for the ShiningBot Products distributed and sold hereunder in accordance with the support and maintenance guidelines listed for its ShiningBot Channel Partner Program at the ShiningBot Partner Portal. ShiningBot Channel Partner shall ensure that all questions regarding the use or operation of the ShiningBot Products are addressed to and answered by ShiningBot Channel Partner, and ShiningBot Channel Partner shall not represent to any third party that ShiningBot is available to directly answer any Customer questions. ShiningBot may refer any support questions relating to the Licensed Software distributed hereunder to ShiningBot Channel Partner. ShiningBot Channel Partner is responsible to continue to provide support after termination of this Agreement for any reason, in accordance with support contracts purchased by ShiningBot Channel Partner and pursuant to ShiningBot's support policies and is responsible to ensure effective and professional support even after termination of this Agreement. ShiningBot Channel Partner agrees that in no event will it provide any Services, whether support or otherwise, related to Products except pursuant to Services contracts that ShiningBot Channel Partner has properly purchased from ShiningBot for each individual Product and that have been registered with ShiningBot. In no event will ShiningBot Channel Partner provide support Services for a particular individual Product utilizing a support contract purchased in relation to a different individual Product. ShiningBot Channel Partner agrees that it will flow down the responsibility in the immediately preceding sentence to its customers, including its resellers (if any), and will require its resellers to flow down the responsibility to any of their resellers.
- 5.6. Condition on Subscription Service and Product Warranty. Each purchase of a ShiningBot Services contract ("Cloud Services") is valid only for the time period designated on ShiningBot's invoice to the ShiningBot Authorized Distributor and must be timely and properly registered at ShiningBot's support website (<https://support.shiningbot.com>) in relation to a specific Product, and ShiningBot Channel Partner understand and agrees that the support and warranty terms are as stated at <http://www.shiningbot.com> or such other website or as otherwise designated by ShiningBot, and the support and warranty periods will automatically start and run according to ShiningBot's policies.

- 5.6.1. Duty to Pass Down Notice and Terms. ShiningBot Channel Partner is responsible to ensure that it obtains and documents the date of the initial shipment from ShiningBot from the Authorized Distributor at the time of purchasing Product and/ or a Service contract. In addition, prior to re-selling a Product and/or a Services contract, the ShiningBot Channel Partner must clearly explain to any End User and clearly document that it has explained, the following: (i) the date of the initial shipment from ShiningBot, and (ii) that the term for all Services and warranties will be governed by ShiningBot's policies, as currently stated at <http://partners.shiningbot.com> or such other website or as otherwise designated by ShiningBot. ShiningBot Channel Partner is responsible to contractually bind End Users to the terms stated in this Section, and ShiningBot Channel Partner agrees to indemnify ShiningBot for any failure to comply with this provision.
- 5.6.2. Failure to Comply with this Section. If a ShiningBot Channel Partner sells a Services contract or Product with a warranty, for which the service or warranty period starts prior to registration, or if it fails to comply with the aforementioned pass down requirements, it shall be subject to remedial action, including but not limited to, the cost of a new Services contract, the cost of a Services or warranty extension, and/or termination of its partner status. Both parties to this Agreement agree that failure to comply with the section shall be considered a material breach of this Agreement.
- 5.7. Condition on Renewal of Subscription. Subject to the "Condition on Subscription Service and Product Warranty" as provided in Section 5.6 above, in order to maintain a continual service period, the effective date of any Renewal Service Contract shall begin as set forth herein, (the "Renewal Service Contract Effective Date"). Also, the discontinuation in the Subscription Service will lead to forfeit the Hardware Warranty after the initial warranty term of one year.
- 5.8. Packaging, End User License Agreement, Warranties. ShiningBot Channel Partner may distribute the Products and Services only with all warranties, disclaimers, license agreements, including ShiningBot's then-current End User License Agreement or EULA, and Documentation as shipped from ShiningBot, and ShiningBot Channel Partner is responsible to ensure all End Users are provided such End User License Agreement and Documentation and are subject to such terms and agreements. ShiningBot Channel Partner shall take all steps reasonably requested by ShiningBot to inform End Users of all applicable restrictions and limitations regarding the use of Products and Services. Any guaranties, warranties, promises or commitments given or made by the ShiningBot Channel Partner which go beyond the ShiningBot standard license terms provided by ShiningBot with the Product are not binding for ShiningBot and are at the sole responsibility of ShiningBot Channel Partner, and ShiningBot Channel Partner hereby agrees to indemnify and hold harmless in full ShiningBot related to any such guaranties, warranties, promise or commitments.
- 5.9. Maintenance of Qualified Individuals. ShiningBot Channel Partner hereby represents and warrants it possesses the experience, skills and resources required to perform its obligations under this Agreement. Consistent with this Agreement and

- the ShiningBot Channel Partner Program Guidelines, ShiningBot Channel Partner shall, at its expense, retain adequate numbers of qualified individuals to: (i) provide pre and post sales support services to Customers in line with the requirements of ShiningBot's support policies, as amended from time to time in ShiningBot's sole and absolute discretion and (ii) perform any upgrades and/or updates to ShiningBot's Products and Services as may become necessary once such Products have come within ShiningBot Channel Partner's possession, custody or control.
- 5.10. Records and Reports; Audit Rights. ShiningBot Channel Partner shall maintain accurate and complete records of its marketing, sales, support, and maintenance Services activities under this Agreement and/or related to sales of ShiningBot Products and Services. ShiningBot Channel Partner shall maintain accurate and complete records relating to import and export compliance for the number of years required by each Territory, and in no event less than 5 years. During the term of this Agreement, ShiningBot Channel Partner shall provide information as reasonably requested by ShiningBot to ensure compliance by ShiningBot Channel Partner with the terms of this Agreement and the ShiningBot Channel Partner Program guidelines, and ShiningBot or its representatives may, upon reasonable notice (not less than 5 calendar days) to ShiningBot Channel Partner and during normal working hours, inspect the business records of ShiningBot Channel Partner as reasonable to verify ShiningBot Channel Partner's compliance. ShiningBot Channel Partner shall promptly provide ShiningBot full access to any records requested by ShiningBot.
- 5.11. Indemnification by ShiningBot Channel Partner. ShiningBot Channel Partner shall indemnify and hold ShiningBot harmless from and against any and all claims, liabilities, losses, damages or judgments, including all reasonable legal fees and expenses related thereto that arise from or are related to: (i) ShiningBot Channel Partner's modification, use or distribution of the Product and Services not in strict accordance with this Agreement and the ShiningBot Channel Partner Program guidelines; (ii) any misrepresentation or any breach of any warranty, covenant or agreement of ShiningBot Channel Partner; (iii) any infringement or misappropriation of any of ShiningBot's intellectual property rights, including, among others, patents, copyrights, and trade secrets; (iv) any claims that an end-customer has a refund right or a right to return any Product or Services to ShiningBot; or (v) any action against ShiningBot for injuries or damage to persons or property caused or claimed to have been caused by the negligent or intentional acts or omissions of ShiningBot Channel Partner personnel while in the course of performing work under this Agreement. ShiningBot Channel Partner's obligations under this Section are contingent upon ShiningBot: (a) giving prompt written notice to ShiningBot Channel Partner of any such claim; (b) allowing ShiningBot Channel Partner to control the defence and any related settlement of any such claim; and (c) furnishing ShiningBot Channel Partner with reasonable assistance in the defence of any such claim, so long as ShiningBot Channel Partner pays ShiningBot's out-of-pocket expenses.
- 5.12. Code of Conduct; Ethical Business Practices. ShiningBot Channel Partner acknowledges access to the Code of Conduct and will comply with it at all times during the term of this Agreement, and will treat it as applying to, and contractually



binding upon, ShiningBot Channel Partner. (Channel Partner Code of Conduct document is available in <https://partners.shiningbot.com> website). ShiningBot Channel Partner will ensure proper training, knowledge and experience within its employee and contractor base and will attend any compliance training as directed by ShiningBot, to ensure compliance in full by all of its employees and contractors with the entirety of all of the provisions of this Section 5.12 and Section 11 below.

- 5.13. ShiningBot Channel Partner Portal (<https://partners.shiningbot.com>). ShiningBot Channel Partner's use of the ShiningBot Channel Partner Portal is conditioned on your compliance with the terms of this Agreement and any additional terms located with the ShiningBot Channel Partner Portal. ShiningBot Channel Partner shall be responsible for all information and transactions associated with its account and the accounts of its employees, contractors, and representatives. ShiningBot Channel Partner agrees all that information provided in its account is accurate, true, and complete. ShiningBot Channel Partner will not grant any third-party access to the ShiningBot Channel Partner Portal without prior written approval by an authorized representative of ShiningBot. ShiningBot Channel Partner acknowledges and agrees that ShiningBot may use any data received from ShiningBot Channel Partner in accordance with its Privacy Policy located at <https://partners.shiningbot.com> website. ShiningBot Channel Partner agrees that the information contained in the ShiningBot Channel Partner Portal may be confidential information and ShiningBot Channel Partner shall treat any and all such confidential information in accordance with the confidentiality provisions contained in this Agreement. ShiningBot reserves and retains ownership of all proprietary and intellectual property rights in the ShiningBot Channel Partner Portal.

## **6. ShiningBot responsibilities**

- 6.1. ShiningBot Support. ShiningBot shall provide support Services according to the obligations in a properly purchased, registered, and fully paid support contract, as pursuant to its policies and procedures and as reasonably necessary for ShiningBot Channel Partner to support its Customers in accordance with the then current guidelines posted at the ShiningBot Partner Portal. ShiningBot shall provide support, maintenance and updates only if the ShiningBot Channel Partner or the End User has purchased a valid, fully paid up and properly registered support contract, and, notwithstanding anything to the contrary, ShiningBot shall have no support, maintenance or update responsibility unless ShiningBot has been fully paid and unless pursuant to the terms of a ShiningBot support contract, appropriately registered and entered into with ShiningBot. Furthermore, ShiningBot shall have no support obligations related to Product purchased or shipped in breach of any of the terms in this Agreement, and ShiningBot may in its sole and absolute discretion terminate any support at any time that is related to any Product purchased or shipped in breach of any terms in this Agreement.
- 6.2. Collateral. ShiningBot or ShiningBot Authorized Distributors will make available to ShiningBot Channel Partner various marketing materials and training in the installation, use, operation and support of the Products and Services in accordance with ShiningBot's then-current guidelines and policies.

- 6.3. Indemnification by ShiningBot. ShiningBot agrees to indemnify ShiningBot Channel Partner for any finally adjudicated damages for liability based on third-party claims against ShiningBot Channel Partner for infringement by ShiningBot Products of any Indian patents of third-parties, which result from ShiningBot Channel Partner's sale of ShiningBot's Products. ShiningBot's obligations hereunder shall be limited to reasonable out of court settlements agreed to in writing by ShiningBot or any money judgment finally awarded at the conclusion of such suits. ShiningBot Channel Partner agrees that ShiningBot shall have exclusive control over the defence and/or settlement of such suits. ShiningBot's obligations under this Section are contingent in full upon: (a) ShiningBot Channel Partner giving prompt written notice to ShiningBot of any such claim; (b) ShiningBot Channel Partner allowing ShiningBot to control the defence and any related settlement of any such claim; (c) such Products actually infringing the patents alleged to be infringed by the third party; and (d) ShiningBot Channel Partner furnishing ShiningBot with reasonable assistance in the defence of any such claim, so long as ShiningBot pays ShiningBot Channel Partner's reasonable out-of-pocket expenses associated with such assistance that are approved by ShiningBot in writing in advance.
- 6.4. Limitations on Indemnification. ShiningBot shall have no obligation under this Agreement for any claim of indemnification, infringement, hold harmless or misappropriation to the extent that it results from: (a) combination or use of the Products with equipment, products, or processes not furnished by ShiningBot; (b) modifications to the Products made other than by ShiningBot; (c) failure of ShiningBot Channel Partner to use updated or modified Products provided by ShiningBot to avoid a claim of infringement or misappropriation; (d) compliance by ShiningBot with designs, plans or specifications furnished by or on behalf of ShiningBot Channel Partner; (e) any components not manufactured or authorised by ShiningBot; or (f) any opening of or other tampering with a Product by non-ShiningBot personnel. For clarity, in no event shall ShiningBot have any obligation or liability related to any settlement entered into without ShiningBot's prior written consent. Notwithstanding anything to the contrary, ShiningBot's indemnification and other obligations herein are limited in full by Section 10 below.

## **7. Term and termination**

- 7.1. Term. This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated in accordance with this Agreement.
- 7.2. Termination at Will. This Agreement may be terminated by either party at will, for any reason or for no reason, upon no less than thirty (30) calendar days' prior written notice to the other party hereto. The parties acknowledge and agree that due to the complex nature of their commercial relationship and each party's need to manage its supplier/partner relationships, this Section 7.2 is a material inducement for each party to enter into this Agreement, and this provision shall be enforceable by the other party in all circumstances.
- 7.3. Termination for Cause. Either party may terminate this Agreement for material breach with immediate effect if such a breach has not been cured within fifteen (15) calendar days after written notice by the non-defaulting party to the defaulting party

or immediately upon notice of termination in the event of a material breach that by its nature cannot be remedied within fifteen (15) calendar days.

- 7.4. Termination for Insolvency. Either party may terminate this Agreement, without notice, upon learning the following information in good faith: (a) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts, (b) the other party's making an assignment for the benefit of creditors, or (c) the other party's dissolution or ceasing to do business.
- 7.5. Effects of Termination. Upon termination or expiration of this Agreement for any reason whatsoever, all licenses to ShiningBot Channel Partner shall immediately terminate and ShiningBot Channel Partner shall immediately (a) cease all use of Product(s) and Documentation(s); (b) discontinue any use of the name, logo, Trademarks, Servicemarks or Slogans of ShiningBot and the trade names of any Product; (c) discontinue all representation or statements from which it might be inferred that any relationship exists between ShiningBot Channel Partner and ShiningBot; (d) cease to promote, solicit orders for or procure orders for; and (e) promptly return or destroy all Confidential Information of ShiningBot and related materials. Notwithstanding anything to the contrary, all sales are final and, in no event will termination of this Agreement result in rights of ShiningBot Channel Partner to return Product to ShiningBot or to the ShiningBot Authorized Distributor or to any refund.
- 7.6. Survival of Terms. The terms contained within the following sections shall survive any expiration or termination of this Agreement: Section 2, relating to Ownership and Retention of Rights; Section 4, relating to Restrictions on Use; Section 5.5, ShiningBot Channel Partner Support; Section 5.11, Indemnification by ShiningBot Channel Partner; Section 6.3 & 6.4, relating to Indemnification by ShiningBot; Section 7, relating to Term and Termination; Section 8, relating to Confidential Information; Section 9, relating to Trademarks, Servicemarks and Domain Names; Section 10, relating to Warranty and Liability Disclaimers; and Section 12, relating to General Provisions.

## **8. Confidential information**

- 8.1. Protection of Confidential Information. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Neither party shall disclose \_\_\_\_\_ to third-parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each employee or agent of ShiningBot Channel Partner, performing duties hereunder, shall be made aware of this Agreement and shall execute a document that binds said employee or agent of ShiningBot Channel Partner to the same level of confidentiality contained herein.
- 8.2. Disposition Upon Termination. Upon the termination of this Agreement for any reason whatsoever, or in the event that ShiningBot reasonably determines that

ShiningBot Channel Partner no longer requires access to the Confidential Information in order to perform its obligations, ShiningBot Channel Partner shall return to ShiningBot, or shall destroy, as ShiningBot shall specify, all copies of all the Confidential Information in ShiningBot Channel Partner's possession. Within seven (7) calendar days thereafter, ShiningBot Channel Partner shall provide ShiningBot with a certificate, executed by an officer of ShiningBot Channel Partner, confirming that all copies of all such Confidential Information have been returned to ShiningBot or destroyed, as the case may be.

- 8.3. Permitted Disclosure. Notwithstanding any provision in this Agreement to the contrary, each party may disclose portions of the other's Confidential Information (a) to its legal professional and accounts professionals who have a need to know such information and who are under the same protection and use obligations as in Section 8.1 above and (b) pursuant to an order of a governmental agency or court of competent jurisdiction compelling disclosure, provided that the owner of the Confidential Information shall be given reasonable (not less than 5 calendar days) advance notice of such intended disclosure.
- 8.4. No Publicity. ShiningBot Channel Partner will not release information about the existence of this Agreement, its value, or its terms and conditions, through any media including but not limited to, the issuance of any news release, announcement, denial, or confirmation. ShiningBot Channel Partner shall not refer to ShiningBot in connection with any product or service, offering, advertising, promotion, web site, press release or publication of ShiningBot Channel Partner or a third party on behalf of either, except with the prior express written authorization of ShiningBot. ShiningBot Channel Partner must obtain prior written authorization from the ShiningBot Legal department for any exceptions to this Section. Nothing in this Agreement implies that ShiningBot will agree to any publicity.

## **9. Trademarks; servicemarks and domain names**

- 9.1. Trademark Ownership and Authorized Use. ShiningBot Channel Partner acknowledges and agrees that ShiningBot owns all ShiningBot Trademarks, Servicemarks and Logos ("Marks"), including, but not limited to, those listed at <https://www.shiningbot.com/marks.html> and that any and all goodwill derived from the use of the Marks by ShiningBot Channel Partner hereunder inures solely to the benefit of ShiningBot. During the Term, ShiningBot grants ShiningBot Channel Partner a nonexclusive, nontransferable limited right to use and display Marks claimed or provided by ShiningBot solely in connection with and to the extent reasonably necessary for the resale, marketing, and distribution of ShiningBot Products. ShiningBot Channel Partner's use of the Marks shall be subject to the terms and conditions contained in ShiningBot's trademark guidelines to which ShiningBot Channel Partner hereby agrees to be bound. ShiningBot's trademark guidelines are available at the ShiningBot Partner Portal and may be modified from time to time by ShiningBot, in its sole discretion. ShiningBot Channel Partner may not remove or alter copyright notices, Marks or packaging found on Product or in Documentation. Use of the Marks does not create in ShiningBot Channel Partner's favour any right, title or interest in the Marks or in continuing rights to market or distribute the Product.

- 9.2. Domain Names. ShiningBot Channel Partner agrees and acknowledges that it may not use or register or attempt to register the name “ShiningBot” or any of ShiningBot’s other Marks, or any derivative thereof, for any Internet domain name, without ShiningBot’s express prior written consent, which ShiningBot may withhold in its sole and absolute discretion. ShiningBot Channel Partner further agrees not to: (a) register a domain name or URL that contains any of the ShiningBot Marks irrespective of registered or not (for example, ShiningBot.com, ShiningBot.fr or SB20x.com); or (b) register a domain name or URL that contains a misspelled version of any of any ShiningBot Marks, or a domain name that is confusingly similar to any of ShiningBot’s Marks (e.g., ShiningBott.com, ShiningB0t.com).

To the extent ShiningBot Channel Partner has registered, or in the future registers, a domain name or URL which contains any ShiningBot Marks, or any term that is confusingly similar to any ShiningBot Marks, ShiningBot Channel Partner agrees to assign and hereby assigns and transfers all rights in, and title to, such domain name to ShiningBot without further consideration, and, upon request by ShiningBot, ShiningBot Channel Partner shall cease its use of such domain name. In such event, ShiningBot Channel Partner shall cooperate, at its cost, to effect such assignment and transfer to ShiningBot.

## **10. Warranty and liability disclaimers**

- 10.1. Disclaimer. EXCEPT FOR ANY APPLICABLE EXPRESS WRITTEN WARRANTY SET FORTH IN SHININGBOT’S THEN-CURRENT END USER LICENSE AGREEMENT AS PROVIDED BY SHININGBOT WITH SHININGBOT’S PRODUCT, WHICH MAY BE FORFEITED IF NOT REGISTERED IN A TIMELY MANNER AND WHICH MAY NOT BE APPLICABLE, SHININGBOT PROVIDES ITS PRODUCTS AND SERVICES “AS IS” AND MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT, LICENSE OR SERVICE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, EFFECTIVENESS, USEFULNESS, RELIABILITY OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NONINFRINGEMENT. AS BETWEEN SHININGBOT AND SHININGBOT CHANNEL PARTNER, ALL SALES ARE FINAL AND IN NO EVENT WILL SHININGBOT CHANNEL PARTNER BE ENTITLED TO ANY RETURN RIGHT, REFUND, OR CANCELLATION RIGHT VERSUS SHININGBOT.
- 10.2. Limitation of Liability. EXCEPT FOR SHININGBOT CHANNEL PARTNER’S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND INFRINGEMENT OR MISAPPROPRIATION BY SHININGBOT CHANNEL PARTNER OF SHININGBOT INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TO THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; OR (B) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (C) COST

OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. IN NO EVENT SHALL SHININGBOT'S TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, INDEMNIFICATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT ACTUALLY RECEIVED BY SHININGBOT AS A RESULT OF ORDERS PLACED BY SHININGBOT CHANNEL PARTNER WITH RESPECT TO THE ISSUE UNDER DISPUTE.

## **11. Compliance with applicable laws**

- 11.1. Compliance with Laws. ShiningBot Channel Partner will comply with, and shall be solely responsible for complying with, all applicable laws and regulations, including but not limited to environmental laws and regulations, applicable in the Territory, or any nation, or political subdivision thereof, in which it engages in business while performing its responsibilities hereunder as well as those applicable to the distribution and sale of the Product, or performance of services by ShiningBot Channel Partner. ShiningBot Channel Partner shall bear all expenses and costs related to compliance with any laws and/or regulations.
- 11.2. Export and Import Controls. ShiningBot Channel Partner acknowledges and agrees that ShiningBot is an India headquartered company, and that the Product, Software, Documentation, Confidential Information, technical data, and performance of the Services are subject to export and import control laws and regulations of various countries. ShiningBot Channel Partner shall at all times strictly comply with, and shall cause its agents, end-users, customers, representatives and suppliers to comply with, all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any law, regulation or order, including, without limitation, tax, export and foreign exchange laws, import controls, export controls, anti-boycott, banking or any applicable regulations. ShiningBot Channel Partner expressly agrees that ShiningBot Channel Partner shall not, and shall cause its representatives, agents, end-users, and customers (if any) not to (a) export, re-export, divert or transfer ShiningBot's Product or any direct product thereof to any destination, company or person restricted or prohibited by the Indian export controls, or (b) disclose any data derived from ShiningBot's Product or any direct product thereof to any national of any country when such disclosure is restricted or prohibited by the India or host country's export controls, and shall obtain required Indian and foreign export and import licenses, as applicable. As part of its compliance efforts, ShiningBot Channel Partner agrees to include provisions at least as restrictive as the provisions in this Section in any of its contracts with partners, agents, suppliers, end-users, customers, or representatives. Additionally, ShiningBot Channel Partner agrees that none of the Products, Software, Services, Documentation, ShiningBot technology, materials, tools or technical data is being, or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to any Indian or foreign proscribed or embargoed or terrorist countries or their nationals, nor be used for illegal activities unless ShiningBot Channel Partner has received authorization by the Indian Government and/or the appropriate foreign government.

ShiningBot Channel Partner agrees to comply strictly with all Indian and host country import/export laws and assumes sole responsibility for obtaining licenses to import, export or re-export as may be required. This provision shall survive the expiration or termination of this Agreement. Upon request by ShiningBot, ShiningBot Channel Partner shall provide certificates signed by an authorized representative of ShiningBot Channel Partner, certifying compliance with applicable laws in general and with specific laws, as requested by ShiningBot. The ShiningBot Channel Partner agrees that ShiningBot Channel Partner is responsible to pass down the requirements of this Section to any of its reseller partners and end users, or other entities to which ShiningBot Channel Partner sells any ShiningBot Products or Services and that ShiningBot is not responsible for ShiningBot Channel Partner's export or import into the applicable Territory. Furthermore, ShiningBot Channel Partner hereby agrees that, for any orders that ShiningBot Channel Partner places with ShiningBot whereby any unique legal or regulatory requirements may apply to ShiningBot, ShiningBot Channel Partner is responsible to clearly describe in detail any of those requirements in writing on the Purchase Order submitted to ShiningBot.

- 11.3. Anti-Corruption Practices. ShiningBot Channel Partner hereby agrees that it and its employees, consultants, agents and representatives will fully comply with, and fully abide by, the applicable local country or other anti-corruption and anti-bribery laws and regulations. ShiningBot Channel Partner hereby represents and warrants to ShiningBot and agrees that it will not, either directly or indirectly, offer any payment or other gift or promise, or authorize the giving of anything of value, for the purpose of influencing an act or decision of an official of any Government or of an employee of any company in order to assist ShiningBot or ShiningBot Channel Partner in obtaining, retaining, or directing any business or any sale. ShiningBot Channel Partner represents and warrants to ShiningBot that neither it nor any of its affiliates, employees, officers or other agents is an official, employee, affiliate, agent or active member or affiliate of a governmental entity or public sector entity, an official of the Territory government or any other governmental entity, an official of a political party, or a candidate for political office. ShiningBot Channel Partner covenants that it will promptly notify ShiningBot in the event any of its employees, officers or other agents assumes the position of government official during the term of this Agreement. ShiningBot Channel Partner represents and warrants to ShiningBot that neither it, nor any of its employees or representatives, has been charged with, convicted of, or pleaded guilty to an offense involving fraud, corruption, moral turpitude, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise is ineligible for government procurement programs. In carrying out its obligations under this Section, ShiningBot Channel Partner warrants that it will, among other things, exercise diligence in selecting any employees or agents, provide appropriate training to them, and monitor their activities to ensure compliance. ShiningBot Channel Partner hereby agrees to give prompt written notice to ShiningBot in the event that ShiningBot Channel Partner has failed to comply with or has breached any of ShiningBot Channel Partner's representations, warranties, covenants or agreements herein, or in the event of any allegations of improper payments in connection with, or related to, this Agreement or the business contemplated hereunder. ShiningBot Channel Partner shall retain

books and records to evidence its compliance with this Section 11.3, including, among others, a full record of all expenses incurred in connection with any business in connection with ShiningBot and written, detailed invoices to support all payments to third parties in connection therewith, and, upon reasonable (not less than 5 calendar days ) notice by ShiningBot, will permit ShiningBot review or audit all of the books and records of ShiningBot Channel Partner related to the activities of ShiningBot Channel Partner under this Agreement. ShiningBot Channel Partner will fully assist ShiningBot in investigating any allegations of improper payments or other violations of the provisions of this Section and will fully assist ShiningBot in investigating such allegations and remedying any such violations. ShiningBot Channel Partner agrees and is responsible to pass down the requirements of this Section to any resellers or other partners or entities through which ShiningBot Channel Partner sells ShiningBot Products or Services.

- 11.4. Conflicts of Interest; Gifts. ShiningBot Channel Partner certifies that, to the best of ShiningBot Channel Partner's knowledge and belief, after conducting a reasonable and appropriate review, no economic, ownership, beneficial interest, employment or managerial relationship exists, directly or indirectly, between ShiningBot Channel Partner and any employee or officer of ShiningBot or member of the Board of Directors of ShiningBot, or between ShiningBot Channel Partner and any relative of any such ShiningBot employee, officer or Board member. For reference to help ShiningBot Channel Partner make the above certification, ShiningBot's Board members and officers are listed on ShiningBot's website at [www.shiningbot.com](http://www.shiningbot.com). ShiningBot Channel Partner hereby certifies and agrees that, except for customary offerings that are appropriate under applicable laws and that are, in the aggregate, nominal in value and not in exchange for business, ShiningBot Channel Partner and its employees, agents and representatives have not and will not, directly or indirectly, offer, provide, or participate in providing, to ShiningBot or any ShiningBot employee, agent or representative any money (except for the proper payment by ShiningBot Channel Partner to ShiningBot through its finance department for ShiningBot Channel Partner's purchase of ShiningBot's products and services as contemplated by this Agreement), gift item, personal service, entertainment, reimbursement of expenses or payment of expenses, such as travel costs, unusual hospitality or other items of value. ShiningBot Channel Partner certifies that it and its employees, agents and representatives have not, directly or indirectly, offered, provided or participated in providing, and will not, directly or indirectly, offer, provide or participate in providing, any ShiningBot employee, agent, or representative, any money, improper payments, "kick-backs," improper profit sharing, or other improper items of value, and ShiningBot Channel Partner further certifies that it has not received, and will not accept, any of the foregoing from any ShiningBot employee, agent or representative, in exchange for entering into this Agreement or in connection with business under this Agreement. Further ShiningBot Channel Partner shall notify ShiningBot immediately in writing if it becomes aware that any of its officers, employees, representatives, or other agents have engaged in any conduct in violation of the above clauses or in violation of applicable laws. Any violation of the provisions of this Section constitutes a material breach of this Agreement.



## 12. General provisions

- 12.1. **Governing Law; Venue; Settlement of Controversies.** Any action arising from or related to this Agreement will be governed by Indian law, excluding any choice of law rules (including the United Nations Convention on the Sale of Goods) that would require the application of laws other than those of Indian laws. Any controversy or claim arising out of or relating to this Agreement shall be determined by arbitration in accordance with the Indian Arbitration Rules of the Madras High Court Arbitration Centre for Dispute Resolution. The arbitration shall take place in Chennai, Tamilnadu, India the proceedings will be conducted in English and the arbitral award shall be final and binding on the parties. The parties hereby agree that any such arbitral award shall be automatically binding on the parties and automatically enforceable, and deemed enforced, in court in India and in any other jurisdiction, including jurisdictions outside of India. For any required enforcement of any such arbitral award, the parties hereby agree to exclusive jurisdiction in the courts in Chennai, TN, India. In the event a court of competent jurisdiction finds the agreement to arbitrate as provided for in this Sub-section 12.1 to be unenforceable, the parties hereby agree to the exclusive jurisdiction in the courts in Chennai, TN, India and agree to waive any right to a trial by jury they may have.
- 12.2. **English Language and Interpretation.** This Agreement is in the English language only, and English shall be the controlling language in all respects. Any versions of this Agreement in any other language will be for accommodation purposes only and will not be binding upon either party. All communications and documentation for the Products and Services to be furnished under this Agreement shall be in the English language. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favour of or against either party and that ambiguities shall not be interpreted against the drafting Party.
- 12.3. **Taxes.** ShiningBot Channel Partner shall bear and be responsible for the payment of all taxes, fees, or duties, (excluding taxes based on ShiningBot's income) in the Territory, however designated, associated with the purchase or license of any Product and Services or Documentation based upon this agreement.
- 12.4. **Orders, Payment and Delivery.** All orders for the Products and Services, delivery of the Products and Services, payment for the Products and Services, and terms governing each shall be negotiated between ShiningBot Channel Partner and ShiningBot Channel Partner's ShiningBot Authorized Distributor and shall be governed by the definitive agreement(s) entered into by and between them.
- 12.5. **Independent Contractors.** The relationship between ShiningBot and ShiningBot Channel Partner established by this Agreement is that of independent contractors. Nothing contained in this Agreement or in a party's performance thereof shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
- 12.6. **Assignment.** ShiningBot Channel Partner may not assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights and obligations, whether voluntarily, by operation of law or otherwise, without ShiningBot's prior written approval. Notwithstanding anything to the contrary, ShiningBot may, without

- consent, assign, delegate, sub-contract or otherwise transfer this Agreement or any of its obligations hereunder to any successor, assignee or surviving entity in the event of a merger, acquisition or purchase of at least fifty percent (50%) of ShiningBot's assets, or to any subsidiary or affiliate of ShiningBot.
- 12.7. No Waiver; Severability. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 12.8. Notices. All notices or other communications required or permitted hereunder shall be in the English language, in writing, and shall be deemed to have been given if sent via electronic mail: (a) by ShiningBot Channel Partner, in hard copy writing mailed by registered air mail postage prepaid, to the attention of ShiningBot's General Counsel or to such other address as provided in writing by an authorized representative of ShiningBot, (b) by ShiningBot to the e-mail address submitted by ShiningBot Channel Partner during the ShiningBot Channel Partner Program registration process, or (c) by ShiningBot if placed on its Partner Portal webpages. Notices by ShiningBot shall be deemed received one (1) business day after being sent by electronic mail. Notwithstanding anything to the contrary, the hypertext links referred to in this Agreement may be changed by ShiningBot at any time in its sole and absolute discretion, without notice.
- 12.9. Force Majeure. Except for the obligation to make payments, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (i.e., strike, fire, floods, government acts, orders or restrictions) nor due to negligence of the non-performing party. In the event of non-performance due to Force Majeure, the defaulting party shall have thirty (30) calendar days to cure the default, after which the non-defaulting party may elect to terminate this agreement and or cancel or suspend any Purchase Orders under the Agreement by written notice to the defaulting party.
- 12.10. No Other Rights Conferred. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon either party hereunder any license or other right except the licenses, rights and uses expressly granted hereunder to a party hereto.
- 12.11. Clickwrap Version Governs. The clickwrap version of this agreement (which appears during the ShiningBot Channel Partner Program registration process), or a version approved by ShiningBot Legal and signed by an authorized representative of ShiningBot, must be accepted by ShiningBot Channel Partner in order to complete the registration process and shall supersede all prior agreements, commitments or representations between the parties with respect to the subject matter herein, whether oral or written, as well as any downloaded version of the agreement, whether or not such downloaded version is signed by either party.

- 12.12. Counterparts; Section Headings. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The section headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement.
- 12.13. Updates on ShiningBot Web Site. Notwithstanding anything to the contrary, this Agreement, along with other ShiningBot Channel Partner Program materials on the ShiningBot Website or ShiningBot's Partner Portal, may be updated by ShiningBot from time to time in its discretion, and ShiningBot Channel Partner shall be bound by such updates. ShiningBot reserves the right to modify this Agreement in its sole discretion by providing no less than thirty (30) calendar days' notice of such changes. Notice shall be sent through ShiningBot's formal channel alerts and posted on ShiningBot's Partner Portal. ShiningBot Channel Partner shall be solely responsible to monitor the Partner Portal for updates and changes. Access to partner portal or orders for the purchase of ShiningBot Products placed by ShiningBot Channel Partner subsequent to notification period shall constitute acceptance of the updated or modified Agreement. Any purported changes to this Agreement that are not entered into by, or not issued by, an actual authorized representative of ShiningBot and that are not posted on the Partner Portal, shall be null and void and shall not be binding on ShiningBot. For clarity, notwithstanding anything to the contrary, in no event shall any sales executive, sales representative or other sales or systems or sales engineer employee of ShiningBot be authorized to bind ShiningBot, and any purported agreement by any such representative or employee, or any ShiningBot representative not in fact authorized to bind ShiningBot, shall be null and void and shall not be binding on ShiningBot.
- 12.14. Representation of Authority and Voluntary Nature of Agreement. By submitting this Registration Agreement and thereby agreeing to its terms, the submitting individual represents that he or she is authorized to bind ShiningBot Channel Partner in full to the terms in this Agreement. ShiningBot Channel Partner acknowledges and agrees that it has carefully read this Agreement and fully understands and agrees to its contents, including but not limited to the termination provisions in Section 7, the warranty disclaimer and limitations on ShiningBot's liability in Sections 10.1 and 10.2, and the consent to arbitrate and waiver of its right to a jury trial in Section 12.1. ShiningBot Channel Partner hereby acknowledges and agrees that it has had the opportunity to negotiate the terms of this Agreement and request modifications. Further, each party represents that it has entered into this Agreement without undue influence or unequal bargaining power, that each party is sophisticated and accepts responsibility for entering this Agreement, and that each party is sophisticated in commercial matters and has had the opportunity to seek the advice of counsel prior to executing this Agreement.

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