



COPA-DATA
Partner Community

Partner Community Agreement of COPA-DATA

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COPA-DATA Partner Community Agreement

of Ing. Punzenberger COPA-DATA GmbH

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This COPA-DATA Partner Community Agreement (the **Agreement**) is concluded between Ing. Punzenberger COPA-DATA GmbH (**COPA-DATA, we and us**) and the Company that you represent (the **Company, you and your**). This Agreement governs the terms pertaining to your membership of the COPA-DATA Partner Community, the worldwide partner program of COPA-DATA. The COPA-DATA Partner Community is based on long-term, sustainable business partnerships built upon mutual trust and strong commitment. You hereby declare that you are legally authorized to conclude this Agreement on behalf of your Company.

1. General

- a. The COPA-DATA Partner Community (the **CDPC**) offers you access to (1) COPA-DATA content, information, documents, brand material such as logos and resources (the **COPA-DATA Materials**) and (2) COPA-DATA software, services and product downloads (the **COPA-DATA Products**).
- b. The scope of the rights and obligations associated with CDPC membership is based upon the contract documents provided separately by COPA-DATA, in particular the [Membership Guide](#) relevant to your organization type (the **Membership Guide**) and the [Brand Guidelines for members of the COPA-DATA Partner Community](#) (the **Brand Guidelines**).



- c. COPA-DATA will manage the CDPC and contact you if necessary for this purpose using the contact details provided at the time of registration (e.g. by email, telephone or post). This also includes correspondence containing information necessary for making use of the CDPC membership.
- d. This Agreement applies to your CDPC membership. This Agreement does not authorize you to distribute or resell COPA-DATA Products. We reserve the right to render access to COPA-DATA technology or use of COPA-DATA Products conditional upon separate contractual terms.

2. Warranty, liability

- a. Any provisions agreed upon at the time of concluding this Agreement will apply unless separate, special provisions have been agreed.
- b. Any information presented as part of the CDPC will be made available exclusively for general informational purposes. We assume no liability for the correctness, completeness or usefulness of this information. Any trust you place in such information is done so at your own risk.
- c. Sections 924 and 933 of the Austrian Civil Code (ABGB) do not apply. Furthermore, warranty for apparent defects is expressly excluded. The warranty period is six months. Any warranty claims pertaining to potential defects must be made by the contracting partner in writing within two working days and must be substantiated.
- d. COPA-DATA is not liable for the consistent availability of services listed in the Membership Guide. This includes any unavailability due to maintenance, software updates or circumstances beyond the control of COPA-DATA. You hereby acknowledge that you are not authorized to make any claims as a result of such unavailability.
- e. COPA-DATA will only be liable to compensate for damages in the aforementioned cases in the event of intent or gross negligence on the part of COPA-DATA. In the event of



ordinary negligence, COPA-DATA will be liable for personal injury only. Liability will expire after six months of you becoming aware of the damage and the liable party.

- f. COPA-DATA is not liable for indirect damage, loss of profit, loss of interest, unrealized savings, consequential and financial loss, loss as a result of third-party claims, nor for the loss of data and programs and their recovery.
- g. COPA-DATA will be liable only for consequential damage in the event of intent or gross negligence.
- h. You are responsible for maintaining your own infrastructure (e.g. for ensuring that this technology is in accordance with the current state of the art) at your own cost and risk. COPA-DATA is not responsible for the infrastructure of its contracting partner.

3. Intellectual property

- a. Each party possesses and reserves all rights, titles or holdings in its respective intellectual and other property, and neither party may grant the other party such rights unless this has been expressly agreed upon in a separate agreement.
- b. Neither party is to remove any copyright, trademark, patent or similar information from materials belonging to the other party.
- c. Unless agreed upon between you and COPA-DATA in a separate agreement, this Agreement does not grant either party any rights, titles, holdings or licenses in or for any trademarks, trading names, trade dress or logos belonging to the other party (hereinafter referred to collectively as **Trademarks**). In addition to the Brand Guidelines for members of the COPA-DATA Partner Community, the following will apply: You may, until further notice by COPA-DATA, use the company name, products names and trademarks or COPA-DATA (**COPA-DATA Trademarks**) in plain text as well as the COPA-DATA product and company logos for the purposes of identifying and referring to COPA-DATA technology and services. Any labelling referring to COPA-DATA must avoid any likely confusion over your relationship to COPA-DATA and must be in



accordance with the Brand Guidelines and Membership Guide. You must rectify any misuse immediately upon notification by COPA-DATA of such. We may rescind your permission to use the COPA-DATA company name, product names and trademarks in plain text, as well as COPA-DATA company and product logos, at any time by way of written notification.

- d. You hereby give COPA-DATA permission (unless you rescind such permission by contacting partner@copadata.com) to process and use your Company's logo and Company's name for reference purposes on the internet as well as on any physical advertising and marketing material.

4. Duration and termination

- a. This Agreement begins upon acceptance of the Agreement by clicking the relevant check box when registering at <https://www.copadata.com/partner-registration> and ends upon termination. The Agreement will become legally effective only once COPA-DATA has confirmed this to you in writing (e.g. in paper form or fax) or by email.
- b. When registering you must provide true, complete and accurate information.
- c. You must protect your login details from unauthorized access.
- d. The right to conclude the contract is excluded. COPA-DATA is authorized to reject the conclusion of a contract without reason.
- e. Either party may terminate this Agreement without reason as follows:
 - i. 30 days before the end of the respective quarter by email. You should address this termination notice to partner@copadata.com and COPA-DATA should address such notice to the email address provided by yourself at the time of registration;



- ii. immediately, for whatever reason, in particular where one party is in breach of or has not complied with its obligations in accordance with section 5 (Privacy and data protection) or 6 (Confidentiality); or
- iii. immediately, where one party has violated the intellectual property rights of the other party or where an “unrecoverable breach” arises.

“Unrecoverable breach” refers to any breach or non-performance of this Agreement where a prompt remedy is not possible in the given circumstances.

- f. Upon termination of this Agreement: (1) Your CDPC membership will end; (2) you will cease use of all COPA-DATA Materials, COPA-DATA content and return these to COPA-DATA immediately or, upon the request of COPA-DATA, destroy such materials; and (3) you will immediately cease to refer to yourself as a CDPC member. Unless otherwise agreed, upon termination of the Agreement only sections 2 (Warranty, liability), 3 (Intellectual property), 5 (Privacy and data protection), 6 (Confidentiality), 7 (Place of performance, venue, choice of law, contract language) and 8 (Other) will remain valid.
- g. Eligibility criteria. The eligibility criteria are set out in the Membership Guide, which can be downloaded [here](#). To be accepted and remain a member, you must meet the eligibility criteria at the time of registration and for the duration of this Agreement.
- h. Failure to meet eligibility criteria. In the event you no longer meet the CDPC eligibility criteria, COPA-DATA will inform you of this and you will have 30 days to rectify any failures to meet the criteria. If you do not rectify this within 30 days, COPA-DATA will be authorized to downgrade your Company accordingly depending on the eligibility criteria met or immediately terminate the contract. You may restore your eligibility by meeting the applicable eligibility criteria to the satisfaction of COPA-DATA.

5. Privacy and data protection

- a. The parties undertake to observe the relevant data protection provisions, in particular those pertaining to data secrecy. You will fully indemnify and hold harmless COPA-DATA



in the event of a breach of data protection. If necessary, you will support COPA-DATA in complying with and fulfilling its data protection obligations.

- b. You hereby acknowledge that you have read and understood the COPA-DATA data protection information available for download at www.copadata.com/privacy.

6. Confidentiality

- a. Unless the contracting parties have concluded a separate Non-Disclosure Agreement, the following apply:
- b. You are obliged to keep confidential all information received about COPA-DATA or its services within the scope of this contractual relationship, unless COPA-DATA has given its express consent to the disclosure of such information, or where the manner in which this information is provided shows without doubt that it is intended for disclosure (e.g. information from end customer advertising material or website). This includes information you were made aware of directly by COPA-DATA and information that you were made aware of through third parties. This obligation will also continue to apply after the contract has ended.

7. Place of performance, venue, choice of law, contract language

- a. The place of performance is the head office of COPA-DATA.
- b. The exclusive legal venue for any legal disputes arising from or in connection with this contract is the materially competent court in the provincial capital Salzburg, Austria.**
- c. The legal relationship between COPA-DATA and your Company is exclusively subject to Austrian law, to the exclusion of international conflict of law rules. The provisions of the CISG will not apply.
- d. The contract language is German.



8. Miscellaneous

- a. COPA-DATA may contact you using the email address, telephone number or physical address you provided at the time of registration. Unless otherwise specified in this Agreement, all correspondence must be sent to COPA-DATA at Ing. Punzenberger COPA-DATA GmbH, FN 56922i, Karolingerstrasse 7B, 5020 Salzburg, Austria, Europe.
- b. COPA-DATA is authorized at its own discretion to perform the service itself or, in the case of performing contractual services, to use a third party and in particular local COPA-DATA subsidiaries, as well as to perform partial deliveries for divisible services. Your Company is not authorized to transfer rights or obligations arising from this contract to third parties.
- c. Your Company must immediately and without request provide COPA-DATA with all information and documents and inform COPA-DATA of all procedures relevant to the contract in dispute, even if these circumstances are first discovered during the term of the contract. Your Company must also provide COPA-DATA with additional information and documents upon its request and to an extent appropriate to the intensity of the collaboration.
- d. If COPA-DATA products and services are not approved for the country in which your Company's head office is located, your Company will be obliged to perform checks to confirm that the COPA-DATA services and products used by it comply with the legal provisions applicable in the location of your Company's head office and/or area of activity.
- e. In the event you wish to publish texts (e.g. advertising texts) relating to your CDPC membership, you must first obtain written consent from COPA-DATA for each text. In addition, you are also obliged to check the legal admissibility of publications for the country in which such texts will be published and indemnify and hold harmless COPA-DATA in this regard.



- f. Nothing in this Agreement limits the ability of COPA-DATA to (1) work with and use third-party provider technology; or (2) purchase new products or develop or sell new services, improve existing products, or market new, improved or existing products or services.
- g. The term "Partner" is used for reference purposes only. The parties are deemed to be independent contractors and do not intend to develop an employer-employee relationship, a joint venture, an agency relationship or a fiduciary relationship.
- h. COPA-DATA is authorized to adapt the various requirements, prerequisites and service contents set out in the Membership Guide and Brand Guidelines at any time in order to bring them into line with current COPA-DATA objectives and circumstances of the market environment accordingly. However, such adaptations will be carried out only where necessary for technical or economical reasons and reasonable to you. Such adaptations will be deemed accepted if you do not object to these adaptations in writing, providing justification for your objection, within 30 days of such changes being made. In the event you object to the changes, COPA-DATA must consult you and find a mutual solution within three months or, failing this, declare that COPA-DATA will undo the changes or that the contract is terminated. Any delay in the exercise or non-exercise of rights or legal actions on the part of one party under this contract will lead to the waiver of such rights or any other available right or legal action. A waiver of rights will be deemed valid only where it has been made in writing and signed by an authorized representative of the waiving party.
- i. If a provision of this Agreement is deemed unlawful, invalid or unenforceable, the remaining provisions will remain unaffected and the parties will modify this Agreement to give effect to the deleted clause as far as possible.
- j. Subject to provisions to the contrary in this Agreement, any change or modification to a provision of this Agreement will take effect only when it has been signed in writing by authorized representatives of both parties.



- k. This Agreement (including the Membership Guide and Brand Guidelines and all attached or related documents) constitutes the entire agreement between the parties pertaining to the CDPC. It supersedes all previous agreements, communications and assurances between the parties pertaining to the CDPC.

- l. If your Company offers suggestions, comments or other feedback on COPA-DATA products and services, COPA-DATA may use this information for any purpose free of any obligations. COPA-DATA will not reveal the source of such feedback without consent. Unless otherwise expressly agreed in writing by COPA-DATA, the content of such feedback will not be subject to any confidentiality obligations on the part of COPA-DATA.

