



Cascade Corporate Partner

Term and Conditions

Version 04.12.2023.1

This Cascade Reseller Agreement (the "Cascade Corporate Partner Agreement") is between the applicable reseller ("You" or "Reseller" or "Corporate Partner"), and Responsis Pty Ltd ("Us" or "we"). If you are agreeing to this Reseller Agreement not as an individual but on behalf of your company, then "Reseller" or "You" means your company, and You are binding your company (which includes all employees, partners and sub-contractors representing you under this Reseller Agreement) to this Reseller Agreement.

This Reseller Agreement is a separate agreement from the agreement that Responsis has with its end users at <https://www.cascade.app/terms/> (as may be modified by Responsis from time to time, "Cascade Terms and Conditions"). For convenience and consistency, however, the definitions of certain terms related to our products and services (namely Service, Hosted Services, Products, and Authorized Users) will be the same as those in the Cascade Terms and Conditions.

All dates specified in this agreement are considered to be inclusive and are in the AEST timezone.

1. Order Requirements.

To the extent that we make Products available for resale, You may order such Products for resale by providing all of the requested information including, without limitation, the identity of the end user,



the end user's business and email addresses, and the specific Software licenses, Hosted Services subscriptions, or other Products to be resold in your order ("Reseller Order Form"). All such information must be accurate and complete and must reflect bona fide orders you have received from end users. You will provide such information on a Reseller Order Form, or other similar solution that we provide to you. The Reseller Order Form must be signed by you and by Responsis in order to be considered valid and effective.

2. Limited Right to Resell.

Subject to this Reseller Agreement, we grant you a one-time, non-exclusive, non-transferable right to resell the Products specified in your Reseller Order Form solely for use by such end user in accordance with the Cascade Terms and Conditions. This right to resell does not apply to any other end user or Products (including without limitation any sale to any related party, organization or affiliate, or to any subsequent, additional or renewal sale to the same party) without explicit written agreement from Responsis.

3. Enforcement of Cascade Terms and Conditions.

3.1. End User Terms. All use of the Products by end users is subject to the Cascade Terms and Conditions, and you may not purport to impose any other terms pertaining to their use of the Products. You are responsible for ensuring that each end user enters into the Cascade Terms and Conditions (which includes all limitations on Authorized Users and other quantity restrictions applicable to the end user's order) in a manner that is legally binding upon the end user. This may require you to (a) notify each end user that Responsis Products are subject to the Cascade Terms and Conditions and that by placing an order with Reseller the end user agrees to the Cascade Terms and Conditions, (b) include either a copy of or link to the Cascade Terms and Conditions in each quotation and Order Form you issue to the end user, and (c) obtain from each end user written confirmation of acceptance of the Cascade Terms and Conditions prior to acceptance of the order by Reseller or delivery of the Product. You must provide evidence of such acceptance by the end user to Responsis upon request.

3.2. Enforcement Cooperation. You agree to immediately notify us of any known or suspected breach of the Cascade Terms and Conditions or other unauthorized use of the Products and to assist us in the enforcement of the terms of the Cascade Terms and Conditions.

4. Identification as Corporate Partner

Subject to this Reseller Agreement, you are permitted to identify yourself as a Responsis "Corporate Partner" solely in connection with your resales of Products. You may not use any Responsis trademark, logo or service mark ("Responsis Marks") except as permitted specifically in writing by Responsis. All goodwill arising from your use of Responsis Marks inures to the benefit of Responsis.

5. Payment and Delivery.

5.1. Fees. Your non-refundable, non-cancelable payment to Responsis is due when your Reseller Order Form is approved in writing by Responsis.

5.2. Delivery. Upon receipt of payment, we will deliver the applicable Software license, Hosted Services login information, or other information necessary for end users to use or access the applicable Products directly to the delivery contact specified in the Reseller Order Form in accordance with our standard delivery procedures. If we deliver the license keys or logins to you, you agree that you will, in turn, deliver them directly to the end user specified in the Reseller Order Form, and not to use or access the Software, Hosted Services, or other Products in any way. You must either delete all license keys promptly thereafter or maintain them in confidence.

5.3. Taxes. Payments made by you under this Reseller Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Responsis, you must pay to Responsis the amount of such taxes or duties in addition to any fees owed under this Reseller Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Responsis any such exemption information, and Responsis will use reasonable efforts to

provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

5.4. End User Pricing and Payment; Refunds. You will independently set your own pricing to each end user. You bear all risk of non-payment by end users, and you are solely responsible for all of your costs and expenses. You may not terminate a Order Form or receive any refunds due to non-payment by an end user.

6. Feedback.

If you provide any feedback, comments, suggestions, ideas, description of processes, or other information to us about or in connection with the Products or our Reseller program, including without limitation any ideas, concepts, know-how or techniques contained therein ("Feedback"), then you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to you or any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed your Confidential Information, and nothing in this Reseller Agreement (including without limitation Section 12 (Confidentiality)) limits Responsis' right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. No Use Rights; Responsis Reserved Rights.

Only the end user customer of the Products (and its Authorized Users) may use the Products. You are not permitted to use any Products resold under this Reseller Agreement for your own benefit. To the extent that you nevertheless gain any access to the Products, all license restrictions in the Cascade Terms and Conditions apply to you. Notwithstanding anything to the contrary contained in this Reseller Agreement, except for the limited resale right in Section 2 above, Responsis and its

suppliers have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all Products, service descriptions, documentation, and underlying technology ("Responsis Technology"), and all copies, modifications and derivative works thereof, including without limitation as may incorporate Feedback. You acknowledge that you are obtaining only a limited right to resell the Products and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Reseller Agreement or otherwise.

8. Reseller Obligations and Liability.

8.1. End User Relationships; Business Practices. You agree not to represent yourself as an agent or employee of Responsis and agree that we may provide end user communication regarding the Products once you submit a Reseller Order Form. You will not make any representations regarding Responsis, on Responsis' behalf, or about any Products. You agree not to engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to Responsis or its products and agree to comply with all applicable federal, state and local laws and regulations while operating under this Reseller Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and any similar laws or regulations in any applicable jurisdiction. You further agree to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

8.2. Indemnity. You are fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of your resale of Products. You will indemnify, hold harmless and (at Responsis' option) defend Responsis from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which Responsis becomes liable arising from or relating to: (a) any breach or alleged by you of any term of this Reseller Agreement, (b) the issuance by you of any warranty or representation regarding Responsis or its products or services not specified in the

Cascade Terms and Conditions, or (c) any of your other acts or omissions in connection with the marketing or resale of the Products under this Reseller Agreement.

9. Termination & Term

9.1. Termination. We may terminate this Reseller Agreement if you materially breach any provision in this Reseller Agreement and fail to cure such breach within five (5) days of written notice of such breach. In addition, either party may terminate this Reseller Agreement for any reason or no reason upon thirty (30) days' written notice to the other party. Responsis may also terminate this Reseller Agreement immediately upon notice to you if (a) it ceases to offer the current Reseller program or (b) it reasonably believes that continuing hereunder could result in business or legal liability for Responsis or otherwise harm Responsis or its end users.

9.2. Effect of Termination. You expressly agree that Responsis will have no obligation or liability to you resulting from termination or expiration of this Reseller Agreement in accordance with its terms. Upon termination or expiration of this Reseller Agreement: (a) you must immediately cease identifying yourself as an Responsis Reseller and using Responsis Marks in connection with your resale activities hereunder, (b) you must destroy all Confidential Information in your possession and certify destruction (unless we request that you return such materials to us) and (c) Sections 5 (Payment and Delivery) (but only with respect to Reseller Order Forms completed during the Term), 6 (Feedback) and 7 (No Use Rights; Responsis Reserved Rights) through 16 (General) will survive.

9.3. Term. The initial Term will be for 12 months from the commencement date of this Reseller Agreement. Subsequent Terms will be for 12 months. A new Reseller Agreement will need to be signed for each Term. So long as a new Reseller Agreement is signed either before the expiry of the current Reseller Agreement, or within 30 days of the expiry of the Reseller Agreement, this will be considered an Annual Renewal for the purposes of this Reseller Agreement.

10. Changes to Agreement.

The version of this Reseller Agreement that is in-force at the time of a Reseller Order Form being received is the version of the Reseller Agreement that will cover that Reseller Order Form.

11. Confidentiality.

Except as otherwise set forth in this Reseller Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Responsis Technology and any performance information relating to the Products shall be deemed Confidential Information of Responsis without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by

the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Responsis Commitments;

DISCLAIMER OF WARRANTIES.

For the avoidance of doubt, any and all commitments, indemnities and other terms and conditions offered by Responsis with respect to use of the Products are made directly by Responsis to the end user in accordance with the Cascade Terms and Conditions and do not extend to you as a Reseller. We make NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO you as a RESELLER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON-INFRINGEMENT.

13. Limitation of Liability.

13.1. Waiver of Consequential Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER Responsis NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

13.2. Liability Cap. TO THE FULLEST EXTENT ALLOWED BY LAW, Responsis' AND ITS THIRD-PARTY SUPPLIERS' (WHO ARE NOT COVERED BY THIS RESELLER AGREEMENT) ENTIRE LIABILITY UNDER THIS RESELLER AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER TO Responsis IN RESPECT OF THE Order Form THAT IS THE SUBJECT OF THIS RESELLER AGREEMENT.

14. Dispute Resolution; Governing Law

14.1. Dispute Resolution; Arbitration. In the event of any controversy or claim arising out of or relating to this Reseller Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Reseller Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in Sydney (Australia). All negotiations and arbitration proceedings pursuant to this Section 14.1 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

14.2. Governing Law; Jurisdiction. This Reseller Agreement will be governed by and construed in accordance with the applicable laws of New South Wales, Australia, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section 14.1 (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State of New South Wales, Australia and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New South Wales, Australia, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, Responsis may bring a claim for equitable relief in any court with proper jurisdiction.

14.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of this Section 14, nothing in this Reseller Agreement shall prevent either party from seeking injunctive relief with respect to a

violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

14.4. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Reseller Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Reseller Agreement regardless of when or where adopted.

15. Government End Users.

The Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Reseller Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

16. General.

This Reseller Agreement is the entire agreement between you and Responsis relating to the resale of Responsis products as described in this Reseller Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Reseller Agreement. If any provision of this Reseller Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Reseller Agreement may not be modified or amended except

as described in Section 10 (Changes to Agreement) or otherwise with the written agreement of Responsis (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Reseller Agreement breaches any provision of this Reseller Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Reseller Agreement. No failure or delay by the injured party to this Reseller Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Reseller Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.

Schedule A: Fees

A1.1. The Fees charged to you for Software Licenses will be based on the model outlined at the moment of signing the agreement.

The following definitions apply:

Annual Price

A1.2. Renewals of Software Licenses will occur automatically every 12 months on the date of their anniversary unless you inform us in writing by midnight on the eve of the anniversary not to process



such renewals. The price of the renewal will match the original approved Reseller Order Form unless any variance has been mutually approved by Responsis and Reseller in writing prior to the renewal. Automatic renewals will occur only whilst a Reseller Agreement remains in place.

A1.3. Site Licenses (unlimited users) are available in lieu of the model outlined above and will be agreed on a case by case basis in writing. Any Reseller Order Form submitted for a Site License must be agreed in writing with Responsis prior to the Reseller Order Form being submitted.

Custom Integration

Cascade Essentials plan includes the platform native integrations. In order for Responsis to develop Custom Integrations to end users Cascade will provide a specific quotation for any required custom integrations after a scoping call with End-users relevant team or Authorized Reseller on their behalf. Development of the integrations will occur once integration invoices are paid to Responsis.

Schedule B: Lead Registration

The following definitions apply to this Schedule:

Contact - Is defined as a specific individual, identified primarily by their email address.

Lead Register - Is defined as a shared repository of contacts that You have submitted and Cascade has accepted or denied. This will come in the form of a Google Sheet, Excel Sheet, a customer Referral Solution, or something similar.

Registered Lead - Is defined as a Responsis accepted contact on the provided Lead Register that includes:

- Contact Name and Surname
- Contact Email
- Contact Company
- Contact Company web domain
- Contact Job Title
- Contact Country

B1.1. Responsis will provide You a form in which to register Contacts to become Registered Leads. This form will ask for all required fields for the Contact as described in the definition of a Registered Lead. Once this form is completed by You, the form will create a record within a shared Lead Register. In order for a Contact to become a Registered Lead, Responsis must accept the Contact. Responsis will review each submitted Contact and accept or deny the Contact based on the following criteria.

- The Contact is registered with complete information based on the definition of a Registered Lead
- The Contact is not currently a customer of Responsis
- The Contact is not currently a sales or marketing prospect of Responsis
- The registration of the Contact or selling to the Contact would not violate any other contracts that Responsis holds

Notwithstanding the foregoing, we may choose not to accept a Contact in our reasonable discretion. The accepted or denied status will be noted in a column on the shared Lead Register. The Lead Register will be updated within a reasonable time frame of the Contact's first appearance.

If a Registered Lead does not purchase the Subscription Service within 12 months of becoming a Registered Lead, it will be considered expired and you will need to complete the registration process again in order to re-qualify for the provisions in sections B1.2.

A Contact is not considered a valid Registered Lead: (i) if it is not registered, (ii) if it is not accepted, (iii) if it is expired, or (iv) after this Agreement is expired or terminated.

B1.2. Responsis agrees that during the period covered by this Reseller Agreement, Responsis will proceed on a best-effort to avoid any sales related direct communication with the Registered Lead that does not also include You. Should the Registered Lead become an End User customer, Section 8 of this Reseller Agreement will cover any communication with the End User customer. Note that if the Registered Lead self-opts into receiving Responsis marketing content, they may still receive marketing content from Responsis.

B1.3. For avoidance of doubt, termination of this Reseller Agreement for any reason will immediately render Registered Leads no longer subject to clause B1.2., notwithstanding any other termination clauses present in this Reseller Agreement.

B1.4. Should a Registered Lead submit to Responsis a request in writing that they do not wish to engage Your services and would prefer to work directly with Responsis, such a request will negate Responsis' obligations under Schedule B of this Reseller Agreement for that Registered Lead only.