

Partner Portal Terms for Gloo Partner Network

This agreement (“**Agreement**”) is between you (as “**Partner**,” “**you**,” or “**your**”) and Solo.io, Inc. (“**Solo**,” “**our**,” “**we**,” or “**us**”) concerning your access to and use of this Partner Portal. By using the Partner Portal, you affirm that you are of legal age to enter this Agreement. If you are an individual accessing or using the Partner Portal on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “**Organization**”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Partner Portal and to any such Organization.

BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE PARTNER PORTAL.

1. Marketing; Your Responsibilities

1.1 Compliance with Laws. You shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your access to the Partner Portal, including those related to data privacy, international communications, the transmission of technical or personal data, and export control laws and regulations.

1.2 Marketing. Solo and Partner shall use commercially reasonable efforts to identify potential leads and to market and promote any product and/or service provided by Solo (each, a “**Solo Offering**” and, collectively, the “**Solo Offerings**”). The parties shall cooperate in marketing the Solo Offerings and shall mutually agree upon a marketing plan. Partner shall use only materials provided by or otherwise approved by Solo to market the Solo Offerings.

1.3 Prospects. From time to time during the term of the Agreement, Solo may refer potential business inquiries it receives from individuals and organizations (“**Prospects**”) to you solely for the purpose (“**Purpose**”) of facilitating the completion of transactions the Solo Single Transaction Reseller Agreement located at <https://legal.solo.io/#stra> in connection with such Prospects. Any information relating to such Prospects, including their business contact information, shall be deemed Confidential Information of Solo (unless deemed otherwise in accordance with Section 3.1 above), and you agree not to disclose such information to any party other than the Prospect about whom the information concerns or use it for any purpose other than the Purpose. You agree not to directly or indirectly diminish or solicit termination of any relationship or associated goodwill between Solo and any Prospect or disparage Solo or the Solo Offerings. You will not without Solo’s prior written consent share, sell, transfer, or distribute the personal information of any Prospect, or use the personal information of any Prospect for any purpose other than the Purpose. You have implemented and will maintain a comprehensive written information security program that complies with the data protection and privacy laws applicable to your processing of such personal data, including, without limitation, appropriate technical and organizational measures, to ensure a level of security with respect to the privacy and security of information regarding the Prospects appropriate to the risk associated with processing such information.

1.4 Referrals. From time to time, Partner may refer potential customers to Solo for Solo to sell the Solo Offerings to directly (each, a “**Referral**”). Solo may, in its sole discretion, accept each Referral and pay Partner for the Referral based on a rate detailed in the Partner Portal after the Referral has executed an order document with Solo. For the avoidance of doubt, current customers and/or leads of Solo will not constitute

Referrals. Partner will register all Referrals through the Partner Portal.

1.5 No Unauthorized Representations and Warranties. You shall make no representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning Solo Offering.

2. Access to Solo Offerings

Unless otherwise agreed to in writing and to the extent you are provided licenses permitting your access and use of any Solo Offering, you will (1) only access and use for non-production purposes, such as marketing and enablement, and (2) agree to be bound by the Solo's Subscription Terms located at <https://legal.solo.io/#subscription-terms>. To the extent of a conflict with this Agreement and the Subscription Terms, the Subscription Terms will take precedent as it relates to your use of any Solo Offering.

3. Confidentiality

3.1 Definition. "**Confidential Information**" means any non-public information disclosed by either party to the other party that a reasonable person should understand to be confidential due to the circumstances of disclosure or the nature of the information itself. Confidential Information includes Solo Offerings, all materials and communications concerning either party's business, including, without limitation, pricing, reports, security information and assessments, technical information and the terms of this Agreement, and all notes, summaries and analyses of the foregoing prepared by the receiving party. Confidential Information excludes information: (i) was or becomes generally known to the public other than as a result of a disclosure by the receiving party in violation of this Agreement; (ii) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

3.2 Use of Confidential Information. The receiving party shall keep the Confidential Information in strict confidence during the term of the Agreement and thereafter. Except as otherwise required by law or approved in writing by the disclosing party, the receiving party may not disclose any Confidential Information to a third party without the disclosing party's prior written authorization (except in connection with (a) the enforcement of a party's rights under this Agreement or (b) a potential merger, acquisition or sales of all or substantially all of a party's assets).

4. Disclaimer of Warranties; Limitation of Liability

SOLO AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PARTNER PORTAL. SOLO AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE USE OF THE PARTNER PORTAL WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE PARTNER PORTAL IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PARTNER PORTAL AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SOLO AND ITS LICENSORS. IN NO EVENT SHALL SOLO BE LIABLE TO

ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Miscellaneous

5.1 Changes. We have the right, in our sole discretion, to update this Agreement from time to time. All modifications are effective immediately when we notify you thereof. Your continued use of the Partner Portal following the effective date of any modifications to this Agreement will be deemed an acceptance of the modified Agreement. You are expected to check this page frequently so you are aware of any modifications, as they are binding on you.

5.2 Competitor Access. You will not access the Partner Portal if you compete with Solo without Solo's written consent, which may be withheld in Solo's sole discretion.

5.3 Export Control. You acknowledge that the Partner Portal is subject to U.S export control laws and regulations and represent and warrant that you are not a citizen of an embargoed country or a prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists.

5.4 Governing Law, Jurisdiction and Venue. This Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws principles. All suits hereunder will be brought solely in Federal Court for the Southern District of New York, or if that court lacks subject matter jurisdiction, in any New York State Court in New York, New York. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

5.5 Logo Usage. You hereby grant to Solo a non-exclusive, non-transferable, royalty-free right and license to use certain trademarks (the "**Trademarks**") in connection with the Partner Portal and Solo Offerings. All right, title and interest to your Trademarks will remain with you and no other license relating thereto is granted hereunder. Upon any expiration or termination of this Agreement, the license to use to use your Trademarks will terminate. Solo will not challenge, directly or indirectly, your rights in or with respect of your Trademarks.

5.6 Terms of Use; Conflict. Your access to the Partner Portal is subject to Solo's Website Terms of Use located at <https://legal.solo.io/#website-terms-of-use> and Privacy Policy located at <https://legal.solo.io/#privacy-policy>. In the event of any conflicts between the terms and conditions of this Agreement and the foregoing, the conflict shall be resolved based on the following order of precedence: (1) this Agreement, (2) the Website Terms of Use, and (3) the Privacy Policy.

5.7 Entire Agreement. This Agreement constitutes the entire agreement and understanding between you and us with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision in this Agreement does not affect any other provision in this Agreement or the validity, legality, or enforceability of such provision in any other jurisdiction. Our failure to act by with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason without our prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. We may assign, transfer, or sublicense any or all of our rights or

obligations under this Agreement without restriction.