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#  ADDENDUM TO BOARD SOLUTION PROVIDER AGREEMENT

**(*Solution Developer*)**

**This Addendum to Board Solution Provider Agreement** (“**Addendum**”) is entered into by and **Board International SA**, a corporation with its registered office at Piazza Bernasconi 5 , CH – 6830 Chiasso, (“**Board**”), and the other party executing this Addendum, hereinafter referred to as “**Partner**,” as of the effective date set forth below. This Addendum supplements the terms of the Board Solution Provider Agreement entered into by Board and Partner (“**Solution** **Provider** **Agreement**”). Unless otherwise defined herein, all capitalized terms used in this Addendum will have the meaning set forth in the Solution Provider Agreement.

# Effective Date:

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| --- |
| **PARTNER ENTITY INFORMATION** |
| Partner Name: |  | Contact Name: |  |
|  |  |  |  |
| Billing Address: |  | Phone: |  |
|  |  | Email: |  |
|  |  | Fax: |  |

|  |
| --- |
| **PARTNER RELATIONSHIP MANAGER** |
| Relationship Manager Name |  |
| Phone |  |
| E-mail |  |

|  |  |
| --- | --- |
| **BOARD [●]**  | **[●]** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| By: [●]  | By: [●]  |
| Title: [●]  | Title: [●]  |
| Place: [●] | Place: [●] |

**THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF RELATIONSHIP.**

Partner desires to develop solution (“**Partner Solution**”) based on the Board Software (the “**Solution Developer Partner**”). To such end, Board appoints Partner as a Board Solution Developer Partner that agrees and also acknowledges that the benefits and requirements of the Board Marketplace (*as defined below*) will be described in this Addendum. This Addendum also set forth the requirements placed on Partner in the event that Partner submits Partner Solution to Board for promotion, marketing, or distribution including by and through the Board Marketplace or other Board websites.

**2. GENERAL TERMS.**

Subject to Partner’s compliance with the terms of the Solution Provider Agreement and this Addendum - and Partner’s compliance with all developer program rules made available by Board at the Board website or elsewhere, as such rules may be updated by Board at any time in its sole discretion (such rules the “**Board Solution Validation Criteria**” here in attached as Annex 1) - Partner acknowledge that its appointment as a Solution Developer Partner is made on a non-­‐exclusive basis. The following are general terms governing, inter alia, the Board Market Place.

**2.1 Representatives.** Partner will appoint a Relationship Manager who will have responsibility for interacting with Board concerning all Partner Solution and participation in the Board Market Place. Such Relationship Manager is listed on page one of this Addendum and Partner will promptly notify Board of the name and contact information for any replacement.

**2.3 Non-Exclusivity.** Subject to compliance with obligations regarding confidentiality and intellectual property rights, nothing in this Addendum or in the Partner Agreement will prevent either party, alone or with others, from developing or distributing any software, service, or technology offering that is similar or identical to, or otherwise competing with, Partner Solution.

**2.4 Term and Termination.** Unless terminated in accordance with this Addendum, Partner’s Solution as an Solution Developer Partner will continue through the term of the Partner Agreement. A termination of this Addendum occurred as per this clause 2.4 will not affect the validity of the Partner Agreement that will continue to be in force. Partner will remain liable to Board for any fees incurred prior to termination. In no case will any permitted termination give rise to any liability of Board to Partner or to its customers, including any liability for refund or damages.

**2.5 Responsibility.** Partner acknowledges and agrees that Partner will be solely responsible for all Partner Solutions and related services offered or provided by Partner to customers. Partner will not look to Board for the provision of, and Board will have no obligation to provide, any such Solution or services unless Board separately agrees to do so in writing with Partner and/or customer.

**2.6 Support.**

**2.6.1 Board Support to Partner.** Board may provide technical and development materials and support to Partner through separate documentation and communications. All such support is provided on an “AS‐IS” basis, without warranty of any kind and without any service level obligation. All support documentation provided to Partner is the Confidential Information of Board and may not be re-­‐distributed to any third party. Partner may not use documentation provided by Board for any purpose other than developing and supporting Partner Solutions.

**2.6.2 Partner Support to Solution End Users.** Partner will provide support to end users of the Partner Solutions in a professional and workmanlike manner and consistent with the level of support provided by Board to users of the Board Services. As between Board and Partner, Partner is solely responsible for all end-user support for the Partner Solutions. In the event that Board receives an inquiry concerning support of a Partner Solution, Board may pass such inquiry to the Partner Relationship Manager. If, after exercising Partner’s best effort to resolve a customer’s technical support issue relating to the Board Software, Partner cannot adequately resolve such issue, Partner may seek assistance from the Board support organization, and Board may provide such support in its discretion. Board reserves the right to charge Partner its then-current time and materials rate for any assistance that Board determines has been sought by Partner unnecessarily, including assistance arising out of a breach of this section.

**2.7. Acceptable Solution Policy.** Partner represents and warrants thatPartner Solutions will not disrupt or diminish the security, reliability, or reputation of the Board Software. At a minimum, Partner Solutions shall not: (i) include sexually explicit material; *(ii)* depict violent or bullying behavior; *(iii)* include content advocating against groups based on race or ethnic origin, religion, disability, gender, age, veteran status or sexual orientation/gender identity; *(iv)* include untrue representations or deceptive content; *(v)* infringe upon the intellectual property rights of others, including patent rights, trademark rights, trade secrets, and copyrights; *(vi)* further unlawful activities; (vii) facilitate online gambling; *(viii)* send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; or *(ix)* interfere with or disrupt the integrity or performance of the Board Software or the data contained therein.

**2.8 Terms of Use.** Board must provide Partner with a standard license agreement under which Partner must offer the Board Software licenses to the Partner Customer in satisfaction of this Section (the “**Board Customer Licensing Agreement**”). Partner must ensure customer has signed the Board’s Customer Licensing Agreements before it sells customer any Partner Solution.

Partner will contract directly with customers for use of Partner Solutions. Pricing and all other terms and conditions relating to use of Partner Solution are solely between Partner and customers.

**2.9 Intellectual Property Ownership.** As between Board and Partner, and subject to the Intellectually Property Rights clause provided in the Solution Provider Agreement, (i) Partner will retain its right, title, and interest in Partner Solutions, including all derivatives; and (ii) Board will retain its right, title, and interest in the Board Software (including the related source code) and all related documentation, including all derivatives. All rights not expressly granted are reserved by their owner and no other licenses or rights, express or implied, are granted by implication, estoppel, or otherwise.

**3 BOARD MARKETPLACE.**

**3.1 Marketplace.** Partner grants that Board may promote, market the Partner Solution through a Board website (i.e. the **“Board Marketplace**”). Board has no obligation to promote or market any Partner Solution and may discontinue any such activity at any time for any or no reason. In the event that Partner submits a Partner Solution, the following terms will apply.

**3.3 Approval and Inspection.** Only Partner Solution approved by Board pursuant to the Board Solution Validation Criteria may be distributed on Board websites. Board may disapprove a Partner Solution for any or no reason. Approval by Board of a Partner Solution does not mean that Board has inspected or reviewed such Solution for quality, security or otherwise. Upon request by Board, Board may inspect a previously approved Partner Solution, including documentation. In the event that Board determines that the Partner Solution does not comply with this Addendum, the Partner Agreement or any applicable program rule, then Board, at its discretion, may terminate or suspend its promotion and distribution and require that Partner modify the Partner Solution to resolve the non-­‐compliance.

**3.5 Customer Billing and Collection.** Partner is responsible for setting, billing and collecting fees for the Partner Solution from Partner customers. [Board shall remain responsible for the selling and billing to the Customer of the licenses related to the Board Software.] [***Note****: to be delated if not applicable*]

**4. MARKETING.**

**4.1 Branding.** Partner may not alter any pre-­‐existing Board branding or marketing collateral and shall at all times comply with current branding guidelines provided by Board from time to time (“**Board Branding Guidelines**”), which Board Branding Guidelines are incorporated herein by reference, and clause 12 (Intellectual Property) of the Partner Agreement. During the Term, Partner shall describe the Partner Solution in a manner consistent with the Board Branding Guidelines and/or as approved by Board in advance. If Board, in its sole discretion, determines that it is reasonably prudent, Partner must display one or more Board‐specific logo(s) in a manner acceptable to Board.

**4.2 Trademarks and Promotion.** Partner may use Board trademarks only as expressly permitted by this Addendum and the Partner Agreement as supplemented by the branding rights and guidelines described in the Board Solution Validation Criteria and the Board Branding Guidelines (defined above).

**4.3 Press Release.** Upon execution of this Addendum, each party may issue a press release naming the other party, announcing the parties’ relationship under this Addendum, and containing any additional information that is mutually agreed to by both parties. The parties may further collaborate on such items as marketing collateral, public relations, newsflashes, webinars, events, and other promotional activities.

**4.4 Marketing Statements; Marketplace Posts.** Neither party will make any false, misleading, or disparaging statements regarding the other party or its technology or services, or their capabilities, features, functions or performance, including without limitation in or in the course of any sales, marketing, publicity, and other activities under this Addendum. Partner’s posts on the Board Marketplace (including ratings or reviews of its own Solution and those of other a Solution developers) must not be false, misleading, or disparaging, must be made in good faith, and must disclose Partner’s identity and status as an Solution developer.

**5. LIABILITY**

**5.1 Solution Partner Indemnification of Board.** In addition to any existing indemnification obligations that may be set forth in the Solution Provider Agreement , Partner shall defend, indemnify, and hold Board harmless against any loss, damage, or costs (including reasonable attorneys' fees) incurred in connection with and/or arising out from the obligations and activities of the Partner under this Addendum. In the event of a Claim brought against Board by a third party alleging that the a Partner Solution infringes the intellectual property rights of a third party, or if Partner reasonably believes the Partner Solution may infringe or misappropriate, Partner shall in its discretion and at no cost to Board (i) modify the Partner Solution so that it no longer infringes or misappropriates, or (ii) obtain a license for Board’s and all applicable customers’ continued use of the Partner Solution in accordance with this Addendum and such other agreements between Partner and the customers, as applicable. If none of the foregoing action turn out to be applicable, Board may at its discretion terminate this Addendum.

**5.2** **Exceptions from Limitation of Liability**. The liability limitations provided under the Partner Agreement do not apply to the obligations set forth in Section 2.9 (Intellectual Property Ownership) of this Addendum.

**6. ORDER OF PRECEDENCE.**

The terms of this Addendum are expressly incorporated into the Partner Agreement. To the extent of any conflict between the terms of the Partner Agreement and the terms of this Addendum, the terms of the Partner Agreement shall prevail.