

Reseller Terms

The following terms and conditions set out the legally binding agreement (the "Agreement") between SIA DeskTime ("DeskTime", "we", "our") and the individual or legal entity that accepts this Agreement and wants to become a reseller ("Reseller", "you", "your") of our real-time tracking service that analyzes productivity (the "Service").

You indicate your acceptance of this Agreement and all the terms and conditions contained or referenced in this Agreement by completing the application process. If you do not agree to the Agreement or any part of it, you are not allowed to be a reseller of our Service.

You certify to DeskTime that if you are an individual (i.e., not a company) you are at least 18 years of age. If you are a legal entity, you certify that you are an officer of the company or you are otherwise authorized to act on behalf of the company. This Agreement is void where prohibited by law, and the right to become a reseller is revoked in such jurisdictions.

If you have any questions or concerns, please contact us at resellers@desktime.com.

1. Appointment

Subject to the terms of the Agreement, DeskTime appoints you as a non-exclusive reseller of the Service for resale to your direct customers ("Customers"). Both parties agree that this non-exclusive appointment means that DeskTime may appoint other resellers and may use its personnel to promote and sell the Service. DeskTime may, at any time and in its sole discretion, refuse to approve the resale of the Service to any Customer or potential Customer without liability or payment.

In the event charges due are not paid in full for any reason or the Reseller fails to comply with the Agreement, DeskTime may suspend all or any portion of Services until all violations are eliminated.

During the term of the Agreement, you (a) are solely responsible for all contracting, pricing, invoicing, charging, and related activities of your Customers; (b) will use your best efforts to promote and resell the Service; (c) will create accounts for your Customers and support them.

2. License

DeskTime, in consideration of Reseller's performance of its obligations under the Agreement, grants to Reseller a non-transferable, non-exclusive right to use, sub-license, promote and support the Service to the extent necessary for Reseller to perform its obligations under the Agreement.

Unless agreed otherwise, Reseller may not allow others to resell or otherwise redistribute the Service. Reseller during the term of the Agreement and for two years thereafter shall not, directly or indirectly, refer, solicit, sell to, or encourage or cause any customer of DeskTime or its resellers or agents to stop, alter, or reduce its use of the Service.

3. Pricing & Payments

DeskTime will charge you for the Service at discount from the list prices as set forth by DeskTime. You shall make payments for your Customers by the 1st day of each month for the following month. Your payment shall be made in the currency and using a method specified by DeskTime. For new Customers, you will be billed immediately after placing an order and then billed again each month. DeskTime may offset any payments due to you against any amounts payable by you to DeskTime. You shall notify DeskTime of any disputed charges within 30 days from the payment due date, failing which you will be deemed to have waived any right to dispute such amounts. Pricing is subject to change and shall take effect after notice by DeskTime.

If your Customers' chargeable payment is below USD/EUR 0.70 or INR 65, a transaction fee will be applied to ensure the minimum amount charged is USD/EUR 0.70 or INR 65.

Any prices and fees provided by DeskTime are exclusive of taxes. All tax-related reporting to relevant tax authorities is entirely your responsibility. We will withhold taxes from payments that are due (including international payments) if you do not provide us with relevant documentation.

4. Intellectual Property Rights

DeskTime owns and retains all right, title, and interest, in and to all patent, copyright, trademark, service mark, trade secret, and other intellectual property rights relating the Service. Reseller shall not, and shall ensure that its employees, officers, agents, and Customers shall not modify, reproduce, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy any software or source code related to the Service.

DeskTime may provide certain marketing or advertising materials to Reseller for use by Reseller in marketing and promoting the Service. Reseller may, during the term of the Agreement, use such materials strictly under the Agreement and any additional instructions by DeskTime to promote the Service. Upon termination of the Agreement, Reseller shall destroy all copies of such materials and certify the destruction in writing. Except as explicitly set forth in the Agreement, neither party is granted any license, express or implied, to or under any patent, copyright, trademark, service mark, trade secret, and other intellectual property rights of the other party.

If you use any of our trademarks in reference to our Services, you must include a statement attributing that trademark to us. You must not use any of our trademarks (a) in or as the whole or part of your trademarks; (b) in connection with activities, products or services that are not ours; (c) in a manner that may be confusing, misleading or deceptive; (d) or in a manner that disparages DeskTime or its Services.

Reseller shall not acquire any interest in any DeskTime's trademark or other intellectual property rights (including domain names and social network accounts). Reseller shall not register or allow any other party to register any of DeskTime's trademarks, other intellectual property rights, domain names, social network accounts, and names closely resembling or confusingly similar to them in any jurisdiction. Reseller shall not challenge or assist others in challenging DeskTime's trademarks or the registration thereof.

5. Advertising

You must not use any misleading or deceptive claims in advertising copy. You are solely responsible for following all federal, state, and local laws, regulations, and rules regarding advertising claims. You must adhere to all the editorial guidelines and search advertising terms and conditions set forth by each search engine including any updates to those terms in the future.

When creating ads, videos, or other online content, DeskTime's brand image needs to be kept in mind. Sites, where you advertise, cannot be associated with vulgar, racist, or sexual content or otherwise deemed offensive by DeskTime. You must remove all ads and videos from websites deemed offensive immediately but not later than within 24 hours of being notified by DeskTime. The DeskTime logo cannot be altered or changed. You are prohibited from creating groups or specific web pages in social communities to publicize DeskTime offers.

6. Restrictions

We encourage resellers to engage in search engine optimization and pay per click activities. The only keywords that we restrict resellers from using are those that include our brand name: DeskTime, DeskTime.com, or any variation or combination therein. You must also not knowingly serve ads that appear in a higher position than DeskTime managed ads. You shall not promote DeskTime on coupon sites.

Except to the extent permitted by applicable law, you shall not (a) send unauthorized (unsolicited commercial) emails or use any illegal method of advertising to promote the Service, and you shall be solely liable for any such unauthorized communications (all marketing practices must comply with all applicable laws and regulations); (b) promote the Service in any way that in our discretion disparages or creates a derogatory or negative image of DeskTime; (c) make any false or misleading representations relating to DeskTime, or engage in any other practices that could harm the reputation of DeskTime; or (d) use clickjacking, link jacking, typosquatting, domain spoofing, pixel and cookie stuffing or similar methods; or (e) display any content in a manner that contains or promotes illegal activities or that is misleading, deceptive, or violates any third party intellectual property rights, privacy or other rights of any kind.

7. Term & Termination

The Agreement is effective at the time your application is, at the sole discretion of DeskTime, accepted by DeskTime, and you are notified of such acceptance. Either party may terminate the Agreement without cause upon 30 days prior written notice to the other party. Additionally, if either party breaches a material term of the Agreement or applicable law, the other party may terminate the Agreement at any time.

Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease reselling and use of the Service, and remove all links to the Service, and all DeskTime trademarks and logos, other marks and all other materials provided in connection with the Agreement. DeskTime reserves the right to delete unconfirmed accounts or accounts that have been inactive for extended periods.

Parties acknowledge and agree that, in the event of termination of the Agreement, DeskTime may, without any liability or obligation of DeskTime to pay to Reseller and its Customers any amount, terminate the Service to Reseller's Customers as well as contact such Customers and contract, invoice, and collect payments from the Customers directly.

8. Indemnity & Limitation of Liability

You release, indemnify, and hold DeskTime (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from all third-party claims, actions, suits, proceedings, damages, demands, including reasonable attorneys' fees, of every kind and nature made by any third party due to or arising out of your breach of this Agreement, your violation of any law, or the rights of a third party.

You understand and agree that the Service is provided on an "as-is" basis. DeskTime disclaims all warranties of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, or non-infringement. Additionally, we make no representation that the operation of the Service will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

DeskTime will not be liable for indirect, special, consequential, and other damages (loss of revenue, profits, or data) arising in connection with this Agreement, even if DeskTime has been advised of the possibility of such damages. Further, except for damages that cannot be limited by contract, you agree that all damages are excluded except for the direct damages that are incurred by you in reasonable reliance, not to exceed the total amounts paid by you to DeskTime in the six months under the Agreement immediately preceding the claim.

9. Modifications

DeskTime reserves the right, at its discretion, to change, modify, suspend, or discontinue this Agreement, fees, charges, and terms at any time, including the availability of the Service, any feature, or content. DeskTime may also impose limits on certain features or restrict access without notice or liability. Reseller shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by the Reseller following such notification constitutes the Reseller's acceptance of the terms and conditions of changes as modified.

10. Law & Jurisdiction

If a dispute arises between you and DeskTime, we strongly encourage you to first contact us directly to seek a resolution.. This Agreement is governed by and construed and interpreted under the laws of Republic of Latvia. Any dispute or claim arising out of or in connection with this Agreement or its formation (including non-contractual disputes or claims) must be resolved by a court located in the Republic of Latvia.

11. General

Reseller is an independent contractor and nothing contained in the Agreement shall be deemed to constitute Reseller as a partner, agent, employee, or otherwise of DeskTime, nor shall either party have any authority to bind the other. You certify that you (a) are not controlled, supervised, instructed by DeskTime and are free from work rules and discipline; (b) are free to set your work schedule; (c) pay your business expenses, can hire assistants and provide your own office and all associated services; (d) will be reimbursed only for work done under this Agreement.

Both parties agree to hold confidential and proprietary information that they learn based their performance under the Agreement in strict confidence and not use or divulge such information other than for the purposes of the Agreement.

You will keep accurate records in the normal course relating to the Agreement, including regarding amounts charged to Customers. You will promptly provide true and accurate copies of any such records to DeskTime upon request and grant to DeskTime and its independent accountants the right to examine your books, records, and accounts to verify compliance with the Agreement. In the event such audit discloses non-compliance with the Agreement, without limiting any other remedy hereunder, you shall promptly pay to DeskTime the appropriate fees, plus the reasonable cost of conducting the audit.

Neither Party shall be liable for delays and defaults in its performance under the Agreement (other than Reseller's obligation to pay fees) due to causes beyond its reasonable control, including, but not limited to acts of God, fire, explosion, war, terrorism, riots, flood, epidemics, telecommunication system failure, embargoes, strikes, lockouts, acts or requests of any governmental authority, or any other cause beyond party's reasonable control.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for

reference purposes only and do not limit the scope or extent of such section. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

In the course of our cooperation under this Agreement, you may process personal data on behalf of DeskTime and in such instances DeskTime shall be considered as a controller, but the Reseller - as a processor. Any personal data processing during the performance of this Agreement shall be governed by this Data Processing Addendum ("DPA"). The DPA sets forth the terms and conditions governing the processing of personal data, including the rights and obligations of the parties with respect to data protection and privacy. By accepting this Agreement, the Reseller acknowledges and agrees to be bound by the terms of the DPA, which forms an integral part of this Agreement.

Effective as of July 8, 2024.