

DISTRIBUTOR AGREEMENT

IMTLAZARUS - XXXXX

Date: xx/zz/aaaa

Version:1.0

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The PARTIES

On the one hand, Mr. XXXXXXXXX, of legal age, with (Nationality) ID XXXXXXXXX, with address for the purposes of this document in XXXXXXXXX

And of another, Mr.. XXXXXXXXXXXXXXXXX, of legal age, with ID No XXXXXXXXX, with address for the purposes of this document in XXXXXXXXX.

INTERVENE

The first in name and representation XXXXXXXXX (hereinafter CUSTOMER/DISTRIBUTOR, DISTRIBUTOR or PARTIES), domiciled for the purposes of this document in XXXXXXXXX.

And the second in the name and representation of Lazarus Integración, S.L. (hereinafter SUPPLIER or PARTIES), Spanish company with registered office in Pz. Echaniz firefighter, N°4 (Bilbao), postal code 48010 and C.I.F. N° B95843744.

EXPOSE

- That Lazarus Integration, S.L has the distribution rights in Europe of IMTLazarus and that it has the knowledge and infrastructure necessary to provide the service.
- That XXXXXXXXX is dedicated to providing solutions and providing consulting, assistance and infrastructure services to companies and educational entities.

Both PARTIES have decided to sign this Agreement stipulating the following terms:

DEFINITIONS

SaaS: Software as a Service. Application Service Provider, provides the ability to use a Web application exclusively over the Internet.

WEB APPLICATION: Any sequence of instructions or indications intended to be used, directly or indirectly, in a computer system to perform a function or a task or to obtain a certain result, whatever its form of expression and fixation. The interface is a Web browser, and execution occurs at the Application Services provider.

CUSTOMER DATA / DATABASE: Collection of data arranged in a systematic or methodical way and accessible individually only by the customer through the Web application.

USER: Person who has the right to use the program for being authorized to do so exclusively through the Internet, using a Web browser.

IMTLAZARUS: It consists of two elements. The first of these, comprises a SaaS platform from which a management environment is provided on the enrolled devices. The second element consists of an agent that, depending on the type of technology, enables the management of the device.

CUSTOMER/DISTRIBUTOR or DISTRIBUTOR: For the purposes of this Agreement, the legal entity responsible for the distribution of IMTLAZARUS and which acquires the support commitments to the CUSTOMER/COLLEGE.

CUSTOMER/SCHOOL: For the purposes of this Agreement, it is understood as the final customer using IMTLAZARUS provided by the DISTRIBUTOR.

LEVEL IISUPPORT: Set of actions where intervention by the SUPPLIER is required, where the CUSTOMER/DISTRIBUTOR by its own means does not have the capacity to resolve by itself the detected incident.

FIRST: OBJECT

By the present Contract, the SUPPLIER grants to the DISTRIBUTOR accepting this, the distribution right of IMTLAZARUS in a non-exclusive way for the DISTRIBUTOR to carry out the provision of the marketing services of IMTLAZARUS, and associated implementation and support services.

SECOND: SCOPE OF SERVICE AND LICENSING MODEL

2.1 - The SUPPLIER's licenses shall be SaaS in terms of the scope and conditions described below:

- a) Access through the Internet to the service, applications and contracted USERS, using a web browser and allowing, through the use of credentials, access to each of the USERS.
- b) Access to information resources on IMTLAZARUS updates and functionalities through the PROVIDER panel (manager.imtlazarus.com)
- c) SUPPLIER level II support.

2.1.1.- Discontinuity of service

The Web service provided through the Internet may be subject to failures in the infrastructures of the server, the Internet network and other programs installed on the client's device from where they connect to the service; all these events are not attributable to the PROVIDER. For this purpose and without limitation, the SUPPLIER shall not be responsible, for example, for the alteration of the speed and quality of communications.

2.1.2.- Express exclusions

In no case shall this Agreement include:

- a) The special circumstances of the CUSTOMER/DISTRIBUTOR or the new needs arising with the use of IMTLAZARUS.
- b) The incorporation of the elements necessary to adapt to technological developments in the CLIENT/SCHOOLS device. By way of illustration, but not by way of limitation, for example, the latest versions of operating systems, the Internet browser, the Internet connection or any other elements not attributable to the PROVIDER.
- c) Any travel expenses or similar expenses of other personnel of the CUSTOMER/DISTRIBUTOR.
- d) The tasks necessary to restore the previous situation resulting from incorrect operations by the CUSTOMER/DISTRIBUTOR or third parties that cause loss of information, destruction or disorganization of the data.
- e) The correction of anomalies that are not causally related to the scope of the service defined in this Agreement.

THIRD: LICENCE FEES AND BILLING MODE

3.1.- All prices will be included and shown in the IMTLazarus Website

(<https://www.imtlazarus.com/en/resources/>).

License Prices expressed refer to Recommended Retail Prices and are in force during the entire academic period 2021-2022.

3.2.- Specific License conditions.

Conditions that apply to **ALL** licenses:

- Supervisor accounts: teacher and parent are free (included in the license price).
- The minimum number of licenses to be contracted per server is 25.

Conditions that apply to the **BASIC** licenses:

- Make available the service by the PROVIDER.
- License management and access to the platform by the DISTRIBUTOR.
- Expressly excluded: Configuration support by the DISTRIBUTOR.

Conditions that apply to the **FULL** licenses:

- Technical support in the project by the DISTRIBUTOR.
- Project deployment when deploying via Google Workspace, Intune or MDM.
- Technical support by the DISTRIBUTOR.
- Online Training to the school IT designated, and to teachers depending on the contracted licenses type.
- Support coordinator for each project, assigned by the PROVIDER.

3.3.- Concepts excluded from all licenses.

- The face-to-face training.
- Configuring devices outside of MDM.
- On-site support to the educational centre over long distance.

These concepts may be negotiated between the educational centre and the DISTRIBUTOR and added to the license prices.

3.4.- Discounts on licences.

IMTLAZARUS will apply the following discounts to the DISTRIBUTOR depending on the type of license contracted:

- On the **BASIC** licenses: 20% (twenty percent) of the final price accepted by the customer.
- On the **FULL** licenses: 35% (thirty-five percent) of the final price accepted by the customer.

3.5.- Billing process.

To start the activation process of licenses is mandatory that the CUSTOMER / DISTRIBUTOR issue to the PROVIDER:

- Ordering Document.
- Proven payment transfer.

Additional costs of the DISTRIBUTOR agreed with the CUSTOMER must be indicated separately and on the same invoice.

Once the deployment procedures are launched no refund of paid amounts will be done.

FOURTH: OBLIGATIONS OF THE SUPPLIER

4.1.- The SUPPLIER will provide the necessary technical information and documentation on IMTLAZARUS to the CUSTOMER/DISTRIBUTOR.

4.2.- The SUPPLIER undertakes to comply with the stipulations expressed in point 2 (SECOND: SCOPE OF THE SERVICE AND LICENSING MODEL) of this Agreement.

FIFTH: OBLIGATIONS OF THE CUSTOMER/DISTRIBUTOR

5.1.- The CUSTOMER/DISTRIBUTOR shall have the right to organise its sales activities as it considers best, in its name and on its own account, by contracting to its CUSTOMERS/COLLEGES of use licences, setting the terms of the contract with their CLIENTS/SCHOOLS, respecting the terms of this Contract and always respecting the levels of quality and presence appropriate to the service and the market to which they are addressed. Additionally, care will be taken not to perform actions that could in any way damage the image and brand of IMTLAZARUS.

5.2.- The CUSTOMER/DISTRIBUTOR will have technically qualified personnel to train and subsequently perform the maintenance services installation, configuration and technical assistance of IMTLAZARUS.

5.3.- The CUSTOMER/DISTRIBUTOR may not license, sublicense, sell, resell, transfer, assign, or distribute to entities other than CUSTOMER/COLLEGE.

5.4. - The CUSTOMER/DISTRIBUTOR has the obligation to perform the relevant CUSTOMER/COLLEGE connectivity check, so that it meets the requirements of Annex 1 called

Technical Requirements and required by IMTLAZARUS for a correct operation once the project is implemented.

5.5. - Additionally, the CUSTOMER/DISTRIBUTOR has to verify that the conditions of the devices are as detailed in Annex 1 of Technical Requirements provided by the SUPPLIER.

SIXTH: ADDITIONAL PROVISIONS

6.1.- Communications

All communications to be made between the CUSTOMER/DISTRIBUTOR and the SUPPLIER in connection with this Agreement shall be made in writing or by e-mail to the following persons:

CONCEPT	By THE DISTRIBUTOR	By THE SUPPLIER
Full Name		Daniel Martínez
Postal Address		Pz. Bombero Echaniz, N° 4 Bilbao, CP 48010 – Vizcaya - España
E-mail address		daniel@imtlazarus.com

Table 1. Communications covered by the Contract

6.2.- Limitation of liability

6.2.1. - Neither the SUPPLIER, nor the CUSTOMER/DISTRIBUTOR shall be liable for any damages caused to each other by breach of the Contract which are due exclusively to force majeure.

6.2.2. - In any case, the SUPPLIER shall not be liable for any direct or indirect damage or damage, loss or loss of profits (loss of profits, income, customers, business and/or data or similar) that the CUSTOMER/DISTRIBUTOR may suffer for the provision of the services covered by this Agreement. In addition, the SUPPLIER shall not be liable for damages that the CUSTOMER/DISTRIBUTOR may suffer from computer virus attacks or analogous to its information systems.

6.2.3. - THE SUPPLIER is exonerated of liability for the breach of this Agreement when the CUSTOMER/DISTRIBUTOR or a third party hinders the provision of the contracted services, or for lack of cooperation of the latter.

6.2.4. - In any event, the liability of the SUPPLIER, as well as the compensation of damages and the payment of interest, is limited and will not exceed in any case, and regardless of the cases that generate them, the amount charged by the SUPPLIER for the licence to use during the year in which the non-compliance occurred.

6.3.- Previous amendments and agreements

6.3.1. - This Agreement may be amended or amended only by a written instrument issued by the authorized representative of the PARTIES, which shall be annexed hereto.

6.3.2. - This Agreement supersedes any agreement entered into by the PARTIES for the same purpose prior to the date of signature of this Agreement.

6.4- Duration of the Contract. Extension, suspension and termination

6.4.1. - This Agreement and distribution right shall remain in force for two (2) years and shall be automatically extended for periods of one year.

6.4.2. - In case of non-payment of any term or fee issued by the SUPPLIER, the SUPPLIER is authorized to suspend the contracted service, with the need of prior communication to the CUSTOMER/DISTRIBUTOR and giving a period of correction of thirty (30) days. In the event that the non-compliance has not been remedied within the established period, the SUPPLIER shall suspend the service.

6.4.3. - This Contract shall be deemed to be terminated by the non-renewal specified in point 6.4.1. However, in addition, it may be decided in advance in the following cases:

a) By mutual agreement between SUPPLIER and DISTRIBUTOR to be formalized in writing.

b) At the request of either PARTY, in the event of a serious breach of any of the obligations of this Agreement. In this case prior to the exercise of the power of termination (and to the extent that the cause of non-performance can be remedied), the performing party shall require the non-performing party by notification to put an end to it, granting it a period of thirty (30) days from the date on which the defaulting party receives such notification of non-compliance. After this period of time without the defaulting party having remedied the situation of non-performance, the performing party may terminate the Contract.

In the event that this Agreement is resolved in accordance with the provisions of this Clause, or any other legally established circumstances, the rights and obligations set forth therein shall be deemed to be automatically terminated.

6.5.- Confidentiality

6.5.1.- Regarding confidentiality obligations, the PARTIES refer to the corresponding Annex 2 in this Agreement.

6.6.- Data protection

6.6.1. - Processing of personal data.

On the website of www.imtlazarus.com the privacy policy of IMTLAZARUS (<http://www.imtlazarus.com/en/privacy-policy/>) is included. Lazarus Integración, S.L has adapted its data protection policy under the regulations in force since May 25, 2018.

6.6.2. - Processing of personal data of the CLIENT/COLLEGE.

The service allows you to enter your own documents and information, which belong to and are the sole responsibility of the CLIENT/COLLEGE. IMTLAZARUS as a SUPPLIER, has the obligation to comply with the obligations under the GDPR and the current legal regime in this area.

6.6.3.- Cloud computing

IMTLAZARUS or, where applicable, its DISTRIBUTORS, to provide cloud computing services may involve access to personal data. This is a mixed mode of cloud computing, a private cloud where independent networks for CLIENTS/SCHOOLS are created within a high availability platform.

IMTLAZARUS offers a SaaS service to CLIENTS/SCHOOLS (As a Service Software Service model).

To provide the service IMTLAZARUS has subcontracted part of it with several SUPPLIERS. In compliance with the current regulation on the protection of personal data, IMTLAZARUS guarantees that all its SUPPLIERS will also comply with the appropriate security measures regarding the data of the DISTRIBUTOR and its CUSTOMERS/COLLEGES.

6.7.- Additional clauses

6.7.1. - the PARTIES guarantee that they will act in strict compliance with the values of transparency, trust and respect for commitments made with third parties, therefore they shall not alter existing commercial relations in such a way as to affect contractual agreements entered into with them.

6.7.2. - This Agreement entitles both the SUPPLIER and the DISTRIBUTOR to carry out advertising campaigns, cite as reference and/or marketing actions related to it, and may mention the collaboration provided or provided by the SUPPLIER worldwide.

6.8.- Amicable settlement of disputes and jurisdiction

6.8.1. In the event of any dispute arising in connection with the interpretation, execution or termination of this Agreement, either PARTY may invoke the dispute resolution procedure set out below. To this end, a PARTY that wishes to invoke such a procedure shall notify the other Party in writing at least seven (7) calendar days in advance.

The Dispute Resolution Procedure shall consist of the study and attempt to resolve disputes, for a period of sixty (60) days from the receipt of the notification referred to in the preceding paragraph, by a Committee constituted on an equal basis by representatives of the PARTIES to the conflict, which shall take decisions unanimously. If the PARTIES to the conflict reach an agreement, it shall be recorded in writing and, once signed by the duly authorised representatives of each PARTY, such agreement shall be binding.

6.8.2. Either PARTY may initiate judicial proceedings to settle the dispute in the event of one of the following two situations.

- that the partners assigned by the two PARTIES conclude in good faith that it is impossible to reach an amicable agreement; or

- sixty (60) calendar days have elapsed since the Dispute Settlement Procedure was initiated without agreement.

If it is not possible to resolve the dispute by agreement, the disputes will be submitted exclusively to the jurisdiction and competence of the Courts and Tribunals of the domicile of the SUPPLIER.

To be effective, it is signed on the date indicated at the start of the Contract

On behalf of:

Lazarus Integración, S.L.

On behalf of:

xxxxxxxxx

Fdo.: Daniel Martínez de Dios

Fdo.:

Annex 1 - Technical requirements

The following requirements, regardless of the technology used in the CLIENT/SCHOOL, are necessary for the proper functioning of IMTLazarus:

- It is necessary that the Wi-Fi infrastructure of the school center works properly and without micro cuts.
- Access through at least the ports: 53 UDP, 9999 UDP and 443 TCP and allow WebSocketSecurities - WSS protocol on TCP port 8999 to the assigned server address ([https://\[id_server_school\].imtlazarus.com](https://[id_server_school].imtlazarus.com)).
- There is no firewall that cut the connection to the server IP. If so, an exception rule should be added.

Technical specifications for Chromebook/Google Workspace devices:

- The IMTLazarus deployment manager must have access as an administrator to Google Workspace in order to install the IMTLazarus extension.
- The IMTLazarus extension will only be loaded into the licensed organizational units / groups.

We recommend:

- Have a Google Workspace educational license managed by the center.

- Have a link to Google Workspace properly enabled for a data import.

Technical specifications for Android/Samsung devices:

- The device version has to be Android 6.0 or higher (complete security only on Samsung devices with Knox technology).
- The required data are: the email and the serial number of the corresponding device.

Technical specifications for Windows/Intune devices:

- The device version has to be Windows 8 or higher.
- The necessary data are: the serial number of the device or the user azure in the case of deploying it through Intune. They have to match exactly the real used.
- The only browsers allowed will be: Google Chrome and MS Edge Chromium.

We recommend:

- The antivirus used has to be Windows Defender. In the case of using others you have to add exceptions.
- The student should not be the one with the system administrator permissions.

Technical specifications for iOS devices:

- The device version has to be iOS 10 or higher. The devices need to be monitored.
- The necessary data are: the email and the serial number of the device exactly match that registered in the MDM for proper recognition in the security application.
- The school center must have an Apple Education account (ASM).

We recommend: The monitoring of the devices is done through DEP.

Annex 2 - Confidentiality

The PARTIES agree to treat confidentially all information disclosed by the other party, regardless of the medium in which it was collected, referring to commercial and industrial issues, products, marketing processes, market studies, technology, know-how, methodologies and internal organisation, as well as any other information of the other party expressly designated as confidential (including in particular any DATABASE PROVIDED BY THE CUSTOMER), which is disclosed or to which either PARTY has access by virtue of prior contacts and the provision of contracted services (hereinafter referred to as "CONFIDENTIAL INFORMATION").

Likewise, the existence and content of the Contracts themselves, the service performed, their reports and conclusions or results will be considered CONFIDENTIAL INFORMATION. The PARTIES undertake, with respect to the CONFIDENTIAL INFORMATION of the other party, to adopt a degree of diligence in the custody and treatment of it, equivalent to that which they would use for the treatment of their own CONFIDENTIAL INFORMATION.

Likewise, the PARTIES undertake, either directly or indirectly, not to copy, disclose or otherwise transfer such CONFIDENTIAL INFORMATION to third parties, and not to permit any other person,

whether natural or legal, to copy or disclose it, or part thereof without the prior authorization of the other party, expressly stated in writing.

This shall not apply to information which:

- a) It was in the possession of the PARTIES prior to its receipt by the other party.
- b) Out of public knowledge at the time of provision.
- c) It is provided to any PARTY from an independent source unrelated to the party holding the information by an obligation of secrecy and has not obtained it unlawfully.
- d) Is required by any judicial or administrative authority.

The PARTIES may provide the CONFIDENTIAL INFORMATION to their employees and/or collaborators, who require it under the Contract.

The use of CONFIDENTIAL INFORMATION for any use other than the purposes set forth in this Agreement is strictly prohibited.

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