



Effective as of 1st June 2023

JABRA SERVICES RESELLER REQUIREMENTS

These Jabra Services Reseller Requirements ("**Reseller Requirements**") shall be applicable to all Resellers purchasing Services from a Distributor for the purpose of reselling the Services to an End-Customer. Reseller agrees to be bound by, comply with and adhere to the terms of these Reseller Requirements when selling or distributing the Services. Reseller and Jabra each acknowledge that the following terms and conditions are essential to maintaining the viability of Jabra's distribution network for the Services and ensuring the success of its authorized partners. Jabra and Reseller are each sometimes referred to individually as a "**Party**" and collectively as the "**Parties**". The Parties agree as follows:

1. Terms. All terms used in these Reseller Requirements (including all exhibits) shall have the following specified meanings:

- a. "**Affiliate**" means any entity, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with one of the Parties.
- b. "**Distributor**" means a distributor authorized by Jabra to resell the Services and Products.
- c. "**End-Customer**" means the end customer company or organization that purchases the Products and Services from a Reseller for its internal use and is the final user of the Products and Services.
- d. "**Jabra IPR**" means all intellectual property rights relevant to the distribution or marketing of the Services, including without limitation, the Jabra® trademark and logo, any Jabra trade or service names, promotional images, digital content or other marketing materials in whatever form, which are either owned, provided, approved or controlled by Jabra (GN Audio A/S) or its Affiliates.
- e. "**Products**" means Jabra's "*Jabra*" branded enterprise products intended for corporate use. Specifically excluded from Products is any Jabra consumer products including, but not limited to, the "Elite" series.
- f. "**Reseller**" means a third party that purchases the rights to onward sell Services to an End-Customer from the Distributor.
- g. "**Service**" means the Jabra business services (as amended by Jabra from time to time) which Jabra is selling through its sales channels and as further described in the service descriptions available here: <https://www.jabra.com/business-services-terms>.
- h. "**Service Plan**" means an annual or pluriannual subscription to one of the Services, which the End-Customer wants to purchase from Reseller.
- i. "**SKU**" means the Jabra stock keeping unit number or bar code used to uniquely identify a Product model that is physically printed on the Product and Product box.
- j. "**Territory**" means Canada as amended by Jabra from time.

2. Appointment. Jabra grants the Reseller (through the Distributor), the limited, non-exclusive, and non-transferable right to purchase the Services from a Distributor (at the price and terms agreed between Distributor and Reseller) and to market, promote, distribute and resell the Services to End-Customers within the Territory.

3. Geographic Sales Boundary. Reseller may only sell and advertise for sale the Services within the Territory.

4. Orders. All purchase orders for Services must be made to a Distributor. In order to receive Services pursuant to these Reseller Requirements and the specific Service terms and conditions as further specified in the exhibits to these Reseller Requirements, Reseller must submit a purchase order, immediately after having received the purchase order from End-Customer to a Distributor for a validly quoted Service. Services will not be delivered or otherwise made available to the End-Customer by Jabra unless an order is received from the Distributor. All purchase orders are subject to acceptance by Jabra. Reseller agrees and acknowledge that no purchase order or other obligation is binding on Jabra unless and until such order is accepted by Jabra in writing. Jabra reserves the right to reject any order at its sole discretion. Furthermore, Reseller accepts and acknowledges that specific terms may apply to specific Services when sold by Reseller, please see the Exhibits below.

5. Termination. In the event that Reseller (i) does not comply with these Reseller Requirements, or (ii) does anything that is unlawful, illegal, disloyal, unethical, fraudulent, or which actually or potentially harms, prejudices, infringes, damages, misrepresents or otherwise expose (a) Jabra, (b) the Services, (c) the Jabra



IPR or the goodwill of (a)-(c), to liability or risk, Jabra may at immediately revoke, terminate, restrict or others limit Resellers right to market, promote, distribute and resell the Services to End-Customer within the Territory.

6. Intellectual Property. Reseller is notified that Jabra reserves any and all rights to all Jabra IPR and that Reseller is not permitted to make use of any Jabra IPR without having first obtained a license from Jabra. A limited license to use Jabra IPR for the purpose of promoting Jabra products and Services is available to authorized Jabra resellers, on condition of compliance with Jabra's authorized reseller program and subject to compliance with Jabra's brand guidelines. If Reseller is not already an authorized Jabra reseller, such authorization may be applied for via www.jabra.com/partners. If Reseller is already an authorized Jabra reseller, Reseller is hereby informed that the license to use Jabra IPR for Products shall, in future, cover also use for the Services. The same conditions apply and in the event of conflict between these Reseller Requirements and the terms and conditions agreed between Reseller and Jabra under Jabra's authorized reseller program, the terms and conditions of Jabra's authorized reseller program shall prevail.

7. Amendments to these Reseller Requirements. Jabra may amend or modify these Reseller Requirements and any information contained in the Jabra partner portal by updating the Reseller Requirements on the website: <https://www.jabra.com/business-services-terms>, and any such amendment or modification shall become effective immediately upon publication on the website.

8. Changes to the Services. Jabra reserves the right at any time to discontinue the Services, sale or distribution of any of its Services, to change the terms and conditions of its Services and any parts thereof, and to change its service, warranty, price, or other policies, without advance notice or obligation to the Reseller of any kind whatsoever. Reseller agrees that it shall have no claim against Jabra and its Affiliates for failure to furnish such Services. Any changes shall not affect any Services already sold and in effect and shall only become effective for renewals of Services or new sales of Services.

9. Limitation on Liability. JABRA AND IT'S AFFILIATES TOTAL LIABILITY IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE SERVICES IN AGGREGATE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT CAUSING THE LIABILITY. IN NO EVENT SHALL JABRA BE LIABLE TO RESELLER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOSS OF SERVICES, LOSS OF PROFITS OR SAVINGS, LOSS OF REVENUE, LOSS OF USE OF REVENUE, LOSS OF TIME, DAMAGE TO PROPERTY CAUSED BY THE SERVICES, INCONVENIENCE, AND OTHER CONSEQUENTIAL ECONOMIC LOSS.

10. Independent Entities, No Agency Relationship. Any sale of Services will be made for in Resellers own name and for Resellers own risk. Nothing contained herein shall affect, modify or change the fact that Jabra, Distributor and Reseller are separate legal entities and are not representatives or agents of each other. Reseller specifically acknowledges that these Reseller Requirements do not create any agency or franchise relationship and that no direct or indirect fee has been paid by Reseller in connection with the establishment or operation of this buyer/seller relationship. These Reseller Requirements does not create a joint venture, partnership and/or agency relationship. Jabra shall bear no responsibility, directly or indirectly, for Reseller's business operations or for the transactions made by the Reseller and all terms of sale between the Distributor and the Reseller shall be agreed solely between these.

JABRA CARE SPECIFIC TERMS

These Jabra Care Specific Terms are applicable when a Reseller is purchasing Jabra Care from a Distributor for the purpose of reselling the Jabra Care to an End-Customer.

1 Condition of Sale

- 1.1 When ordering the Services from Distributor, Reseller shall provide to Jabra the estimated number of users of the Products that will benefit from the Service using the Reseller registration form (see section 1.7 below). The estimated number of end-users of the Product is defined as the number of users, in the region or country for which the Service is purchased, that currently use the Product in a professional capacity. The number of users that will benefit from the Service shall be accurate enough to identify the End-Customer in one of the below category levels:

Level 1: More than 30,000 (thirty thousand) estimated users of Jabra Products.

Level 2: Between 10,000 (ten thousand) and 30,000 (thirty thousand) estimated users of Jabra Products.

Level 3: Between 3,000 (three thousand) and 10,000 (ten thousand) estimated users of Jabra Products.

Level 4: Less than 3,000 (three thousand) estimated users of Jabra Products.

- 1.2 In the event the estimated number of users provided by Reseller is materially wrong, Jabra reserves the right to adjust the pricing and charge the adjusted price for the entire subscription or decline the order. For this purpose, a discrepancy of more than 25% user shall be considered materially wrong. Reseller may contact Jabra to receive support in estimating the number of users that will benefit from Jabra Care.
- 1.3 Reseller shall provide the End-Customer with a proof of purchase, order confirmation order proof that the End-Customer has ordered the Jabra Care Service Plan from Reseller.
- 1.4 Reseller shall provide the End-Customer with all necessary registration documents including the registration form approved by Jabra, which can be found here: <https://www.jabra.com/services/jabra-care/customer-registration>
- 1.5 Reseller shall provide the End-Customer with all services benefit's description and End-Customer Terms and Conditions for the Jabra Care service.
- 1.6 Reseller shall submit a purchase order of the Jabra Care service to a Distributor within five (5) business days from receipt of the purchase order from End-Customer. Services will not be delivered or otherwise made available to the End-Customer by Jabra unless an order is received from the Distributor. . Such purchase order must contain, at least, the following information for:
- A. the Jabra Care package Reseller is purchasing.
 - B. the number of users
 - C. the site location(s) where the Products are installed and covered by the Jabra Care package purchased by the End-Customer, together with a contact name, contact email address, and telephone number at the location (if applicable).

After the purchase order for Jabra Care have been submitted to Distributor, the Reseller shall within five (5) business days from receipt of the purchase order from End-Customer inform Jabra using the Reseller registration form, which can be found here: <https://www.jabra.com/services/jabra-care/reseller-registration>

JABRA WARRANTY+ SPECIFIC TERMS

These Jabra Warranty+ Specific Terms are applicable when a Reseller is purchasing Jabra Warranty+ from a Distributor for the purpose of reselling the Jabra Warranty+ to an End-Customer.

1 Condition of Sale

1.1 Reseller shall provide the End-Customer with a proof of purchase, order confirmation or other type of proof that the End-Customer has ordered the Jabra Warranty+ from Reseller. This documentation shall as a minimum contain the following information:

- (i) Jabra Warranty+ item description, item number
- (ii) Jabra Product SKU description, item number, serial number(s) one for one accompanied by the Jabra Warranty+ item number sold
- (iii) Relevant End-Customer e-mail address

1.2 Reseller shall provide the End-Customer with all services benefit's description and End-Customer terms and conditions for the warranty extension service, which can be found here: <https://www.jabra.com/footerpages/warranty-and-service-business>

1.3 Reseller shall submit a purchase order of the Jabra Warranty+ service to a Distributor within five (5) days from receipt of the purchase order from End-Customer. Such purchase order must contain, at least, the following information for:

- (iv) the Jabra Warranty+ extension Reseller is purchasing;
- (v) Product SKU, item number, and serial number(s) for each Jabra Warranty+ item number sold together with such Product
- (vi) The site location(s) where the Products are installed and covered by Jabra Warranty+ by the End-Customer, together with a contact name, contact email address, and telephone number at the location (if available)

1.4 Jabra Warranty+ item numbers can only be sold together with the enterprise Product which the Jabra Warranty+ item numbers are specifically designed for and cannot be sold together with alternate products. The warranty term extension provided by Jabra is exclusive to specifically assigned enterprise products as designated in service item description per item number. Jabra Warranty+ item numbers are mapped to specific Jabra products. Please always find most up to date service to product mapping available here: <https://www.jabra.com/business-services-terms>

Example: Jabra Warranty+ PanaCast 50 items are not eligible to be attached to PanaCast 20 or a Engage 50.

1.5 Jabra Warranty+ must be sold together with the assigned enterprise Product and at the time of sale of the Product to End-Customer. Jabra Warranty+ cannot be sold to End-Customer after purchase of the Product. **Example:** Jabra Warranty+ PanaCast 50 item numbers and PanaCast 50 purchased as line items on same invoice.