



NEZASA APP ECOSYSTEM PROVIDER TERMS

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The Nezasa App Ecosystem Provider Terms (the “**Terms**” or “**Agreement**”) are an agreement between Nezasa AG, with offices at Sihlstrasse 99, 8001 Zurich, Switzerland (“**Nezasa**”) and the entity or person (“**you**”, “**your**”, or “**Partner**”) who provides an App via the Nezasa App Ecosystem (“**Provider**” or “**App Ecosystem Provider**”). The Provider and Nezasa form each a “**Party**” and together hereinafter referred to sometimes as the “**Parties**”.

You may enter these Terms according to the conditions and process outlined in Section 2 (Getting Started) below.

Nezasa may modify these Terms from time to time, subject to the terms in Section 12 (Changes to Terms) below. Certain capitalized terms are defined in Appendix A (Definitions) and others are defined contextually in these terms or in the [Nezasa Developer Terms](#).

1. Introduction to the Nezasa App Ecosystem

- 1.1 Nezasa develops and operates a software-based distribution and reservation platform for tailor-made itineraries sold as a Software-as-a-Service solution.
- 1.2 Nezasa allows partners to develop Apps based on the Nezasa Platform using Nezasa's Platform API, based on the [Nezasa Developer Terms](#).
- 1.3 Nezasa provides a facility to distribute Apps from partners to Nezasa Customers via Nezasa (this facility being called the "**Nezasa App Ecosystem**").
- 1.4 Providing an App as part of the Nezasa App Ecosystem requires an App Ecosystem Provider Agreement between Nezasa and a Partner.

2. Getting Started

Access to the Nezasa App Ecosystem can be granted via a separate App Ecosystem Provider Agreement. Please contact Nezasa in case of interest.

3. Commercial Terms

The Commercial Terms (including revenue share) of you providing your App in the Nezasa App Ecosystem are defined in the corresponding App Ecosystem Provider Agreement.

4. Content and Licenses

- 4.1 **Delivery and Product Information:** You will deliver the App including Product Information according to instructions by Nezasa. Together, the App and the Product Information are "**Content**".
- 4.2 **Accuracy:** You are responsible for providing accurate Product Information. If any Product Information is inaccurate or needs to be updated or modified, you will promptly provide Nezasa with corrections, updates, or modifications.
- 4.3 **Compliance:** You will ensure that all Content complies with these Terms, including Nezasa's Developer Terms and Nezasa's App Ecosystem Guidelines (which are hereby incorporated into these Terms).

- 4.4 **License Grant to Nezasa:** You hereby grant Nezasa, during the Term (and thereafter in accordance with Section 8 (Term and Termination)), the nonexclusive, royalty-free (subject to payment of any applicable Revenue Share), worldwide right and license under all applicable intellectual property rights (including patent rights):
- a) to resell, distribute or make available, as applicable, the Apps to Nezasa Customers;
 - b) to use, reproduce, distribute, reformat, create excerpts from, promote, advertise, transmit, and publicly display and perform the Product Information (and any such excerpts) in any and all digital and other formats for promotional purposes in connection with the Nezasa App Ecosystem;
 - c) otherwise to use, store, copy and distribute your Content (i) for testing and evaluation conducted by Nezasa and its third party vendors; (ii) for purposes of exercising Nezasa's rights and fulfilling Nezasa's obligations hereunder; and (iii) for purposes of enforcing these Terms;
 - d) to use your Apps for Nezasa's own business purposes internally, within the scope for which the App's use is reasonably intended ("Internal Use License"). App Ecosystem Partners may opt out of the Internal Use License by giving Nezasa notice thereof to app-ecosystem@nezasa.com.

5. User Support

Unless defined otherwise in the corresponding App Ecosystem Provider Agreement, You are required to handle the support request in accordance with the Support Hours and First Meaningful Response Time of the Nezasa Premium SLA as defined in the [Nezasa Customer Terms of Service](#).

6. Reservation of Rights

As between you and us, you retain all right, title and interest in and to Content that you deliver to us, excluding the Nezasa Platform or other Nezasa technology or materials used or included in the Content. Subject to your foregoing rights in the Content, Nezasa retains all right, title and interest in and to the Nezasa App Ecosystem, Nezasa Platform, all Nezasa products, and all technology, content, information, services, trademarks and other intellectual property used in connection with the foregoing.

7. Development and Information Security

- 7.1 **Developer Terms:** When providing Apps to the Nezasa App Ecosystem, you must comply with the stipulations of the [Nezasa Developer Terms](#), which form an integral part of these Terms.
- 7.2 **Security Certification:** In addition to the Security Requirements stipulated in the Nezasa Developer Terms, you may be required to start the formal process of achieving an ISO27001 or SOC2 type 2 certification with a focus on cyber security if the App is provided to a Nezasa Customer who has stipulated this as a requirement. In case this applies, you have to start this process within the first three (3) months of entering an App Ecosystem Provider Agreement, with the goal of achieving such certification within 18 months after commencement of the App Ecosystem Provider Agreement. You shall provide regular updates to Nezasa on the progress of its efforts and ultimately provide evidence of its achievement.

8. Term and Termination

- 8.1 **Term and Termination Rights:** These Terms remain in full force as long as there is a valid App Ecosystem Provider Agreement between you and Nezasa. Your App Ecosystem Provider Agreement can be terminated according to the stipulations of that agreement. Furthermore, Nezasa reserves the right to terminate the App Ecosystem Provider Agreement in case of a non-cured breach of the Nezasa Developer Terms according to Clause 9.2b) of the Developer Terms.
- 8.3 **Effect of Termination:** Upon termination of the App Ecosystem Provider Agreement, you must cooperate with Nezasa to inform the users of your App about the termination and to move them onto a different solution if applicable.
- 8.4 **Survival:** The following sections of this Agreement will survive termination or expiration of this Agreement and any Transition Period: Sections 3 (Commercial Terms), 4.2 (Accuracy), and 7 (Development and Information Security) through 13 (Miscellaneous).

9. Representations and Warranties

You represent, warrant and covenant that:

- 9.1 You have the full right, power, and authority to enter into and fully perform the corresponding App Ecosystem Provider Agreement;
- 9.2 Before providing Nezasa any Content, you will have obtained the rights necessary for the exercise of all rights granted under these Terms and to end users in relation to the Content, and you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content;
- 9.3 None of the following will violate any Law, contain any defamatory material, or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under these Terms; (ii) the Content; (iii) the sale or distribution of the Content as contemplated in the corresponding App Ecosystem Provider Agreement; or (iv) any notices, instructions or advertising by you for or in connection with any Content;
- 9.4 You will immediately notify Nezasa if you lose any IP rights related to your Apps or become aware of a third party claim related to these rights;
- 9.5 Your Content will not contain any viruses, spyware, "Trojan horses," or other "malware" or harmful code ("Viruses"), and will not cause injury to any person or damage to any property; and
- 9.6 You will include any attributions, copyright information and other notices, terms and conditions that may be required to be provided to end users (e.g., as part of your End User Terms) based on your use of third party "open source" software or other third party intellectual property in any App. You will also promptly make available to Nezasa, end users and any other third party that is entitled to it, the source code corresponding to any App or portion thereof if required, and in the manner required, by applicable third party terms and conditions. Nezasa's use (in any manner as permitted hereunder) of any Content will not subject it to, or cause it to violate, any open source or other third party terms or agreements of any kind.

10. Indemnity

You will indemnify, defend and hold harmless Nezasa and its subsidiaries (including its respective affiliates, officers, directors, employees, contractors and assigns) from and

against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) arising out of any third party claim relating to (i) any Content or the use of Content (including any claims made by or arising from end users), (ii) your breach or alleged breach of this Agreement, or (iii) any Security Incidents caused by your Apps or third party services supporting your Apps (individually, a "Claim," and collectively, the "Claims"). In any defense or settlement negotiations, you will keep Nezasa apprised of all relevant developments, including the choice of counsel. Nezasa may participate in the defense or settlement of any Claim at its own expense. You will provide Nezasa with reasonable notice of any judgment entered against Nezasa or any settlement terms offered to settle a Claim and you will not consent to the entry of a judgment or settle a Claim without Nezasa's prior written consent, which we may not unreasonably withhold. If you do not promptly assume and reasonably conduct the defense of a Claim or take reasonable action to settle any such Claim after being provided with sufficient reasonable advance notice to evaluate the Claim, then Nezasa may take control of the defense (without limiting your indemnification obligations). Your obligations under this Section 10 are independent of your other obligations under the Agreement and replace Section 5.5 ("Indemnification") of the Developer Terms.

11. Limitations of Liability

- 11.1 Disclaimer of Warranties. THE NEZASA APP ECOSYSTEM, NEZASA MARKS AND NEZASA PLATFORM ARE PROVIDED "AS IS" AND NEZASA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.
- 11.2 Limitations of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 ABOVE AND EXCEPT FOR PARTNER'S BREACH OF SECTIONS 5 (YOUR RESPONSIBILITIES), SECTION 6 (END USER DATA AND DATA SECURITY) OR SECTION 11 (CONFIDENTIALITY) OF THE NEZASA DEVELOPER TERMS: (A) NEITHER YOU NOR NEZASA SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER YOUR OR NEZASA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE NEZASA APP ECOSYSTEM, WHETHER IN

CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED NEZASA'S MARGIN IN THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. FOR THE PURPOSES OF THIS AGREEMENT, "NEZASA'S MARGIN" MEANS THE AMOUNTS RECEIVED BY NEZASA FROM SALES OF YOUR APPS, MINUS THE REVENUE SHARE NEZASA HAS PAID YOU.

- 11.3 Basis of Bargain; Failure of Essential Purpose. The parties have entered into this Agreement relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk stated in this Agreement and agree that such provisions are an essential basis of the bargain between the parties. The parties further agree that all such limitations, disclaimer and other provisions will survive and apply even if any limited remedy is found to have failed of its essential purpose.

12 Changes to Terms

Nezasa may modify these Terms from time to time, including any referenced policies, terms or their URLs. Nezasa will use reasonable efforts to notify you of modifications as provided in Section 13 (Miscellaneous). You may be required to click through the modified Terms to show your acceptance and in any event your continued use of the Nezasa App Ecosystem after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Terms, your sole remedy is to terminate your use of the Nezasa App Ecosystem as described in Section 9 (Termination).

13 Miscellaneous

- 13.1 The written form according to the Agreement shall include a notice by email, mail and any communication made between the Parties in an electronic form over the Platform to the extent such communication is traceable for Nezasa, including but not limited to Nezasa's ticket system, unless explicitly otherwise provided in the Agreement.
- 13.2 The Parties hereto are and remain independent parties. It is not the Parties' intent to create and the Agreement does not create the formation of a partnership, joint venture or similar relationship between the Parties.
- 13.3 Nezasa may assign these Terms and its rights and obligations to any of its affiliates or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities to which these

Terms relate. Notices must be in writing and will be deemed given when delivered.

13.4 No amendment or modification of the Agreement shall be valid or binding on the Parties unless made in writing.

13.5 Should any provision of the Agreement be invalid or unenforceable, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the Parties, which comes economically closest to the one actually agreed upon.

13.6 Failure or neglect by Nezasa to enforce any of the provisions of the Agreement shall not be construed or deemed to be a waiver of Nezasa's rights nor shall this affect the validity of the whole or any part of the Agreement, nor prejudice Nezasa's rights to take subsequent action.

13.7 ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL BE GOVERNED BY SUBSTANTIVE SWISS LAW EXCLUDING THE CONFLICT OF LAW RULES AND THE LAWS IN TREATIES INCLUDING BUT NOT LIMITED TO THE UNIFORM LAW ON PURCHASES (VIENNA TREATY).

13.8 ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL BE SOLELY AND FINALLY SETTLED BY A COURT OF ARBITRATION CONSISTING OF ONE ARBITRATOR IN ACCORDANCE WITH THE SWISS RULES OF INTERNATIONAL ARBITRATION OF THE SWISS CHAMBER OF COMMERCE. THE PLACE OF ARBITRATION SHALL BE ZURICH. THE COURT OF ARBITRATION SHALL CONDUCT THE PROCEEDINGS AND ALL AWARDS SHALL BE RENDERED IN THE ENGLISH LANGUAGE.

Previous Versions

Below are listed the previous versions of our App Ecosystem Provider Terms with the dates that they were published.

Version October 1st 2023:

<https://nezasa.com/app-ecosystem-provider-terms-october-2023/>