



RISCO Cloud and Connectivity Services
Terms and Conditions for Receiving Revenue Share

Last Modified: January 31, 2020

IMPORTANT: PLEASE READ THESE TERMS BEFORE YOU CHOOSE TO PARTICIPATE IN RISCO REVENUE SHARE PLAN.

These RISCO Cloud and Connectivity Service Terms and Conditions for Receiving Revenue Share (“**these Terms**”), is between you and RISCO (“**RISCO**”, “**us**,” “**we**,” or “**our**”), and applies to your participation in our Revenue Share Plan and your entitlement for a Revenue Share, all subject to and in accordance with the terms and conditions hereof. The term “**you**” and “**your**” as used in these Terms, means the installer which has been sign-up to the RISCO Cloud and choose to participate in the Revenue Share Plan. Unless otherwise stated in these Terms, the definitions of each term shall be equivalent to those described in the RISCO Cloud and Connectivity Service Terms and Conditions, located at www.riscogroup.com.

1. DEFINITIONS

- 1.1. “**Revenue Share Plan**” means RISCO’s revenue share billing model for its installers, as described in these Terms, allows an installer, to be eligible for Revenue Share on a sale of Cloud Services and/or the Connectivity Services to an End User, provided that all the eligibility requirements stated in Sections 2 and 3 of these Terms have been fulfilled.
- 1.2. “**Net Revenue**” means the fees that are actually paid to us by an End User for the RISCO Services. Net Revenue shall: (i) be calculated net of any discounts, taxes payable and subsequent refunds not due to a contract breach by RISCO, and (ii) shall exclude any customization or other professional services, or fees for third-party products or services.
- 1.3. “**Revenue Share**” means, with respect to each calendar year during the Term (as defined below), an amount equal to certain percentage (%) of the Net Revenue generated by RISCO from sales of RISCO Services to End Users during that applicable 12 months period. RISCO may share different percentages of Revenue Share per service type (SIM card, Self-monitoring, video & images storages, etc.).

2. ELIGIBILITY REQUIREMENTS FOR REVENUE SHARE

As part of your participation in the Revenue Share Plan, in order to be eligible for a Revenue Share and to receive payment under the Revenue Share Plan, you must comply with the following terms and conditions:

- 2.1. Acceptance and Compliance with RISCO Policies. By choosing to participate in our Revenue Share Plan (generally through the Account and billing section of your installer area in the RISCO Cloud), you agree to be bound by these Terms at all times, including the terms and conditions of the RISCO Cloud and Connectivity Services Terms and Conditions located at www.riscogroup.com, and all policies applicable to installer thereto, which are incorporated herein by reference (“**RISCO Policies**”);
- 2.2. Registered Site. Each Site must be registered and associated to your Account in the RISCO Cloud;
- 2.3. Minimum Annual Revenue. You will need to maintain at least €1,000 (One Thousand Euros) of Net Revenue each year during the Term;
- 2.4. End-User Support. You are committed to support and provide services to the End Users, for Cloud and App matters, to the Sites that are registered under the Revenue Share Plan. As such, you agree that your contact details will be clearly visible to the End Users; and
- 2.5. Other. You are not eligible to receive a Revenue Share or any other compensation from us based on transactions for RISCO Services if: (i) the applicable End User objects to or prohibits such compensation or excludes such compensation from its payments to us or our affiliates; and/or (ii) the End User has paid or will pay such commissions, referral fees, or other compensation directly to you.

Failure to complete any or all of the above eligibility criteria, will result in the immediate termination of these Terms and you will no longer be able to participate in our Revenue Share Plan nor receive any Revenue Share payment thereof.

3. REVENUE SHARE PAYMENT

Once you comply with all of the requirements in Section 2, then you will be eligible to receive Revenue Share. The Revenue Share amount due to you, will be paid to you on an annual basis, within 30 days after the end of each calendar year, provided that you remain eligible to receive a Revenue Share pursuant to these Terms. You are responsible for payment of all taxes applicable to the Revenue Share. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. We may discontinue Revenue Share payment should any of the eligibility criteria set forth in this Section 2 fail to be met at any time.

4. TERM AND TERMINATION

- 4.1. Term; Termination. These Terms will apply for as long as you participate in the Revenue Share Plan, unless earlier terminated according to these Terms (“**Term**”). Both you and we may terminate these Terms without cause, on sixty (60) days written notice to the other party. We may terminate these Terms for cause: (i) upon thirty (30) days’ notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency or liquidation, or (iii) immediately, if you breach the RISCO Policies.
- 4.2. Effect of Expiration/Termination. Expiration of these Terms and/or termination of these Terms without cause by us, shall not affect our obligation to pay you a Revenue Share you have been eligible to receive prior to the date of termination or expiration. In the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue Share will terminate upon the date of such termination. Except as expressly set forth in this section, you are not eligible to receive a Revenue Share after expiration or termination of these Terms.

5. CHANGES TO THESE TERMS

We may from time to time modify these Terms, including without limitation, the payment terms. Any changes will become effective on the date published or as we may notify you, but in no case less than 30 days after the date we publish notice of those changes or modifications. Your continued of participating in the Revenue Share Plan after the effective date of any change will be deemed acceptance of the modified terms.