

Addigy Referral Terms and Conditions (“Referral Terms and Conditions”)

IMPORTANT: PLEASE READ THESE REFERRAL TERMS AND CONDITIONS CAREFULLY AND MAINTAIN A COPY FOR YOUR RECORDS.

BY SUBMITTING: (A) A CUSTOMER, OR (B) A PROSPECTIVE CUSTOMER; OR (C) ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO ANY ADDIGY ENTITY, OR BY CLICKING THE "ACCEPT" BUTTON, YOU ACCEPT AND AGREE TO BE BOUND BY THESE REFERRAL TERMS AND CONDITIONS, THE DOCUMENTATION, AND THE OTHER ITEMS REFERENCED HEREIN AND THEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT.

YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN: (A) SUBMIT A CUSTOMER, OR (B) SUBMIT A PROSPECTIVE CUSTOMER; OR (C) SUBMIT ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO ANY ADDIGY ENTITY; OR (D) RECEIVE ANY COMMISSIONS OR ANY PAYMENT OR CONSIDERATION OF ANY KIND FROM ADDIGY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN ADDIGY IS UNWILLING AND HAS NO OBLIGATION TO PAY ANY CONSIDERATION OR ANY AMOUNTS TO YOU.

THE AGREEMENT IS BETWEEN THE ADDIGY ENTITY THAT PAYS THE COMMISSIONS WITH RESPECT TO THE APPLICABLE ADDIGY PRODUCT (“ADDIGY,” “WE,” OR “US”) AND THE INDIVIDUAL OR LEGAL ENTITY THAT SUBMITS THE APPLICABLE CUSTOMER OR THAT CLICKS THE "ACCEPT" BUTTON (“COMPANY” “YOU,” OR “YOUR”). THE AGREEMENT MAY APPLY TO MULTIPLE ADDIGY ENTITIES WITH RESPECT TO DIFFERENT ADDIGY COMMISSION ELIGIBLE PRODUCTS PROVIDED THAT NO ADDIGY ENTITY HAS THE RIGHT TO ENTER ANY CONTRACT ON BEHALF OF OR AS AGENT FOR ANY OTHER ADDIGY ENTITY. IF YOU ARE PART OF OR OTHERWISE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS “COMPANY,” “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY.

1. DEFINITIONS: All capitalized terms defined in the Agreement have the meanings as defined herein. In addition, as used in the Agreement the following terms will be defined as set forth below:

- 1.1.** “Affiliates” means any legal entity that a party owns, which owns the party, or which is under common ownership with the party. “Ownership” means, for the purposes of this definition, more than 50% ownership.
- 1.2.** “Commission” means the compensation, amounts, or other consideration that is set forth in the Documentation that Addigy is willing to pay with respect to referrals by you of Customers who enter a Sales Agreement for the applicable Addigy Commission Eligible Product.
- 1.3.** “Customer” means an end user or referral partner customer that enters the Addigy system through Addigy landing page(s) or codes associated with Company and that as a result of your referral efforts enters into a Sales Agreement with Addigy. You are not eligible for any payments with respect to (and the term “Customer” does not include) any person or entity: (a) that was already in Addigy’s systems; or (b) that Addigy has not authorized you to solicit in the foregoing sentence; or (c) that is an existing customer of Addigy or its resellers or agents; or (d) that becomes a customer of Addigy as a result of the efforts of Addigy or any of its resellers or agents or any other person or entity all of the above as determined in Addigy’s sole discretion.
- 1.4.** “Documentation” means the written information (whether contained in, emails, Website, programs or otherwise) pertaining to the Agreement and made available by Addigy to you as updated or amended by Addigy from time to time.
- 1.5.** “Addigy Entities” means Addigy and any licensors and suppliers providing any part of the Software or Services; and all subsidiaries, Affiliates, officers, employees, consultants, and agents of any of the foregoing.
- 1.6.** “Commission Eligible Products” are the Addigy Products and Services identified in the Documentation with respect to which Addigy is willing to offer a Commission and, if applicable, for which Addigy has issued Company a specific promotional code as updated, altered or otherwise modified in Addigy’s discretion. For the avoidance of doubt a Addigy Product and Service must be identified with specificity in the Documentation to be considered a Addigy Commission Eligible Product and any ambiguity will be resolved in favor of the item not being a Addigy Commission Eligible Product.
- 1.7.** “Addigy Products and Services” means all products and services sold or otherwise offered by any Addigy Entity.
- 1.8.** “Marks” means Addigy or Addigy licensed trademarks, logos, symbols, and names.
- 1.9.** “Net Revenue” means revenue actually collected by Addigy for Commission Eligible Products from Customers but does not

include any maintenance, support, setup, training, programming, clerical, consulting, or professional services fees or charges or any other miscellaneous fees or charges or any, taxes, fees, surcharges, credits, chargebacks, or other refunded or uncollected sums charged or paid with respect to Commission Eligible Products or otherwise.

1.10. "Party" means you and Addigy and you and Addigy are collectively the "Parties."

1.11. "Sales Agreement" means a written agreement between Addigy and a prospective Customer referred to Addigy under this Agreement by you.

1.12. "Website" means <http://www.Addigy.com> and related Addigy micro-site(s), or regional or in country websites applicable to Customer or the applicable Software or Services.

2. **Appointment.** Addigy appoints you on a nonexclusive basis to solicit and refer prospective Customers to Addigy or its Affiliates solely for the Commission Eligible Products as set forth in the Documentation. You agree to use your best efforts to solicit and refer prospective Customers in accordance with this Agreement. Your territory is as set forth in the Documentation or if no territory is set forth in the Documentation will be worldwide. You acknowledge and agree that this appointment from Addigy is non-exclusive, and Addigy may appoint other persons and entities and may use its own personnel to market, promote and sell anything (including, but not limited to Commission Eligible Products) without liability to you or any third party. You agree that during the term of the Agreement and for one year thereafter you and your Affiliates will not, directly or indirectly, refer, solicit, sell to, or encourage or cause any Customer of any Addigy Entity, or their Affiliates or their resellers or agents to stop, alter or reduce its use of any Addigy Products and Services.

3. **Term.** The term of the Agreement is indefinite until terminated by either Party; provided that you agree that by submitting any prospective Customer to Addigy the Agreement will apply in all cases.

4. **Compensation & Marketing.**

4.1 In the event Addigy enters a Sales Agreement with a prospective Customer within 2 (two) months (or such other time as set forth in the Documentation) of a referral hereunder by you and Addigy agrees in its sole discretion that: (i) a Customer has been validly submitted under the Agreement by you, and (ii) to accept such referral by you, and (iii) you are eligible to receive Commissions with respect to Commission Eligible Products purchased by such Customer; you will be paid as your sole consideration the compensation set forth in the Documentation. For the avoidance of doubt, Addigy shall have no payment obligation to Company with respect to any Addigy Products and Services other than the Commission Eligible Products and Company acknowledges and agrees that Addigy or its Affiliates may use any information provided under the Agreement to sell any Addigy Products and Services other than the Commission Eligible Products without liability or payment obligation to Company.

4.2 Unless otherwise set forth in the Documentation Addigy will make Commission payments to you within forty five (45) days after the end of the month in which such Commission is earned and each monthly payment will include true ups for the previous month's Commissions not previously paid or overpaid.

4.3 The parties acknowledge and agree that Addigy: (i) is under no obligation to accept a Customer submitted by you; (ii) may refuse any Customer (either in whole or in part or with respect to some but not other Commission Eligible Products) submitted by you for any reason or no reason; (iii) may terminate (whether for cause or convenience) or otherwise allow termination or expiration of any Sales Agreement; (iv) may engage in any type of business with any person or entity (including but not limited to sales of Commission Eligible Products or sales any other Addigy Products and Services to Customers submitted by you); and (v) may use any information provided to Addigy for any reason; and (vi) may take any or all of the foregoing actions without liability of any kind to you or any third party, regardless of whether you have also submitted such person or entity under the Agreement, have previously received payments under the Agreement, or otherwise. You further acknowledge and agree that Addigy may take any or all of the above actions or inactions in Addigy's sole discretion without liability or payment obligation to you and your sole and exclusive remedy in case of any of the actions or inactions by Addigy is to terminate the Agreement and make no further referrals to Addigy.

5. **Addigy Responsibilities.** Addigy is solely responsible for providing the Addigy Products and Services to Customers and for billing and collecting money from Customers for all Addigy Products and Services. To assist you in your activities under this Agreement, Addigy may, in its discretion, provide you with sales and other materials (in electronic or other form) with respect to the Addigy Products and Services as Addigy deems appropriate from time to time ("Materials"). You agree not to use any promotional materials other than the Materials or other materials approved in writing by Addigy to promote the Addigy Products and Services. Addigy agrees to respond to your reasonable inquiries about developments with respect to Addigy Products and Services offered by Addigy which may be useful to you in the performance of your duties under this Agreement. You acknowledge and agree that Addigy has the right in its sole discretion without notice and without incurring any liability of any type to you or any third party: (a) to establish the terms and conditions under which it will offer or sell Addigy Products and Services to any prospective Customer; or (b)

to refuse to provide the Addigy Products and Services or terminate provision of the Addigy Products and Services to a Customer; (c) to set the price for all Addigy Products and Services and may change the prices charged to Customers for any Addigy Product (whether such Customer is prospective or is a Customer for which you are already receiving compensation under this Agreement); and (d) your sole and exclusive remedy in case of any of the foregoing actions or inactions by Addigy is to terminate the Agreement and make no further referrals to Addigy.

6. Your Responsibilities. You agree to bear all of your expenses with respect to this Agreement. You acknowledge, understand and agree that all Sales Agreements with Customers will be Addigy's standard terms and conditions as set forth from time to time on the Addigy website at <https://addigy.com/legal/> for end user Customers and <https://addigy.com/legal/> for referral partner Customers and you will not provide to any person or entity any representation, warranty or commitment relative to the Addigy Products and Services other than as expressly set forth therein.

7. Termination and Survival. Either party may terminate the Agreement for cause upon 10 days written notice and failure of the other party to cure a breach of this Agreement (a "Termination For Cause") or at any time upon sixty days prior written notice (a "Termination For Convenience"). Upon any termination: (a) you will cease all referral efforts under the Agreement and will return or destroy all Materials and Addigy Confidential Information; (b) Addigy's payment obligations under the Agreement will immediately cease; and (c) Sections 5-12 and the last sentence of Section 2 will survive any termination of this Agreement.

8. Independent Contractor. The Parties agree that you are an independent contractor and that this Agreement in no way creates any employee/employer relationship or any partnership, agency, or other joint venture or enterprise, between the Parties and neither Party has the right or authority to bind the other Party to any obligation. Addigy has no control over when, where or how you perform your obligations under this Agreement.

9. Indemnity and Limit of Liability. You agree to defend, indemnify and hold Addigy, its Affiliates, and their respective owners, officers, directors, employees and representatives harmless from and against all claims, expenses, damages, judgments, and costs including reasonable attorney's fees, arising out of, relating to, or resulting from the negligence, breach of this agreement or violation of applicable law, rule, regulation by you or your Affiliates, or their respective owners, officers, directors, employees or representatives. EXCEPT FOR INDEMNITY AND CONFIDENTIALITY OBLIGATIONS AND VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN ANY CASE, ADDIGY'S MAXIMUM CUMULATIVE LIABILITY AND AGENT'S EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF COMPENSATION DUE FOR THE MONTHLY BILLING PERIOD DURING WHICH SUCH LIABILITY ARISES.

10. Marks. Addigy grants you a revocable, nonexclusive license to use the Materials and Addigy marks in accordance with Addigy's Trademark Guidelines set forth at <https://addigy.com/legal/>. You agree that you will not directly or indirectly: (a) obtain any right, title, or interest in any Addigy mark or any string identifier, whether in the form of a Universal Resource Locator (URL) or in any other form, representing or linking with any network address, such string identifier comprising in whole, comprising in part, or in any way similar to any word portions of any Addigy mark; or (b) employ any word portion of, or any Addigy marks, including without limitation using or facilitating use of such word portion in connection with any Internet search engine, any Internet website, or any Internet browser, so as to direct or re-direct communications network traffic. You acknowledge and agree that Addigy is the owner of all right, title and interest in and to the Products, Materials and marks and that other than as set forth in this Agreement retains all such rights.

11. Miscellaneous. You agree to comply with: (a) all federal, state and local laws, rules and regulations; and (b) with the Addigy policies, conditions and workplace rules provided to you including Addigy's Confidentiality Policy set forth as Exhibit A hereto (collectively the "Policies") as such Policies may be updated from time to time in Addigy's sole discretion. Addigy may freely assign or transfer any right, obligations or duty, in whole or in part, or any other interest hereunder to an Affiliate or in connection with a merger, reorganization, consolidation or sale of some or all of its assets. This Agreement may be changed only by a written amendment signed by both Parties. The failure by either Party at any time to require strict performance by the other Party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach or prejudice either Party as regards to any subsequent action. This Agreement is governed by the laws of California without regard to its choice of law provisions. You agree that Addigy may apply any amount owed by you or any of you Affiliates to Addigy or any of its Affiliates to offset any amount owed by Addigy or its Affiliates to you or any of your Affiliates. Except as set in this Agreement, no provision of this Agreement will in any way inure to the benefit of any third person (including the public, at large) so as to constitute any such person a third-party beneficiary of the Agreement or any of the terms hereof, or otherwise give rise to any cause of action in any person not a Party hereto. The parties consent to the exclusive jurisdiction and venue of the courts sitting in Santa Clara County, California with respect to any dispute, controversy or claim arising out of or relating to this Agreement. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement will in no way be affected or impaired thereby. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter herein and no other agreement, promise or practice between the Parties will be binding on the Parties.

EXHIBIT A

CONFIDENTIALITY POLICY

1. Company acknowledges that, in connection with the Agreement, the Services or otherwise, Company may have had access to or received or may have access to or receive information that is technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, Customer Information (as defined below), procedures, proposed products, processes, business systems, software programs, techniques, services and a variety of other information and materials (the “Confidential Information”); it being understood that Confidential Information also includes the fact that such information has been provided and any information that should reasonably have been understood by Company, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary or confidential to Addigy, or its affiliates and their officers, directors, employees, shareholders, customers, agents, successors and assigns. Company agrees that as between Company and Addigy, all such Confidential Information is, and shall be considered, confidential and proprietary to Addigy. Company agrees that it shall:
 - (a) protect and preserve the confidential and proprietary nature of all Confidential Information;
 - (b) not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party (including the Company's agents and contractors) for any purpose, except as expressly permitted in writing by Addigy;
 - (c) not use, or make any records or copies of, the Confidential Information, except as specifically needed in order to provide the Services;
 - (d) limit the dissemination of the Confidential Information to such entities and individuals whose duties justify the need to know the Confidential Information, and then only provided that such entities and individuals are obligated to comply with all terms of this Confidentiality Policy;
 - (e) return (or, at Addigy’s request, destroy) all Confidential Information and any copies thereof (in whatever form) (i) as soon as it is no longer needed or (ii) immediately upon Addigy’s request, and certify to Addigy in writing that this has been done;
 - (f) notify Addigy immediately of any actual, potential, threatened or attempted access to, loss, misplacement or unauthorized use or disclosure of Confidential Information, in whatever form;
 - (g) to the extent that Customer Information is processed as part of the Services: (i) merely act as the data processor and the Addigy is the data controller; (ii) only process Customer Information on behalf of, and in the name of the Addigy, and only in accordance with the instructions of the Addigy; and
 - (h) comply with any security procedures attached to this Confidentiality Policy and any other reasonable security procedures as may be prescribed by Addigy for protection of the Confidential Information.
2. Customer Information broadly means any personally identifiable information of Addigy its affiliates and their officers, directors, employees, shareholders, customers, agents, successors and assigns including but not limited to: (a) personal data as defined in EU Directive 95/46/EC, Japanese Personal Information Protection Act and Hong Kong Personal Data (Privacy) Ordinance; (b) non-public personal information and Personal Health Information as defined, respectively, in the United States Gramm-Leach-Bliley and Health Insurance Portability and Accountability Acts; and (c) personal information as defined in the Canadian Personal Information Protection and Electronic Documents Act, the New Zealand Privacy Act, and the Australian Privacy Act 1988; and (d) any information similarly designated or protected to the forgoing under any law in any jurisdiction.
3. Company agrees to comply with all laws, orders, and regulations including all privacy confidentiality, notification and consumer protections laws including those applicable to Customer Information and the handling and processing thereof. Company shall ensure and be responsible for the compliance with the terms of the Confidentiality Policy by any person or entity who obtains Confidential Information from or through Company.
4. Except with respect to Customer Information, the obligations set forth herein shall not apply to information that can be shown by written documentation: (1) becomes generally available to the public other than as a result of a disclosure by Company, (2) was available to Company on a non-confidential basis prior to its disclosure by Addigy or its agents, (3) is disclosed to Company on a non-confidential basis from a source other than Addigy or its agents, provided, however, that such source is not bound by a confidentiality obligation to Addigy or its agents; or (4) was independently developed without reference to or reliance upon the Confidential Information.

5. In the event that Company is required, by subpoena, court order, or other similar process, to disclose Confidential Information, Company shall provide Addigy with prompt written notice and documentation thereof, so that Addigy may seek a protective order or other appropriate remedy and Company shall cooperate with Addigy in any such efforts.
6. Company will implement and maintain at all times appropriate technical, security and organizational measures to: (i) ensure the security and confidentiality of the Confidential Information, (ii) identify potential threats or hazards to the security or integrity of the Confidential Information and protect against any anticipated threats or hazards, and (iii) protect against unauthorized access to or use of the Confidential Information.
7. Upon any breach of this Confidentiality Policy by Company, Addigy may terminate any or all of the Services or the Services Agreement in whole or in part without any liability or termination penalties of any kind
8. Addigy or its designees (which may include regulatory authorities with jurisdiction over Addigy, its customers or any of their affiliates, or outside auditing firms) will have the right at any reasonable time to enter any premises at which the Services, or any part thereof, are performed, for the purpose of inspecting and auditing the provision of such Services and to determine, among other things, whether the Services are being provided in accordance with applicable law and the terms of this Confidentiality Policy, and whether Company and its agents and contractors have adequate policies, procedures and controls in place to protect the security of Confidential Information acquired or maintained by them in connection with the Services. During any such audit or inspection, Company will, and will cause its agents and contractors to, give Addigy, its customers or their designee access to all records, in whatever form maintained, relating to the provision of the Services, and to all computer servers and other equipment used by Company or its agents or contractors in performing the Services.
9. In the event of any actual or threatened unauthorized access to Confidential Information or breach of this Confidentiality Policy, Company shall at Company's expense: (a) immediately notify Addigy; (b) cooperate with Addigy to take all measures to stop or limit the access, use or damages caused thereby; (c) implement changes and safeguards to prevent further access or use; and (d) as directed by Addigy send notifications or communications to affected individuals or entities. The parties acknowledge that Confidential Information is unique and valuable, and that use or disclosure in breach of this policy will result in irreparable injury to Addigy or its clients for which monetary damages alone would not be an adequate remedy. Therefore, Company agrees that Addigy, without prejudice to any rights to judicial relief it may otherwise have at law or in equity, shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this policy and that the Company shall not oppose the granting of such relief. Company also agrees that it will not seek and agree to waive any requirement for the securing or posting of a bond in connection with Addigy's seeking or obtaining such relief. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
10. Neither Addigy nor any of its suppliers or agents or any of their customers are making any representation or warranty as to the accuracy or completeness of the any information (including without limitation Confidential Information) provided by them. Company agrees that Addigy shall have no liability resulting from the use of such information by Company.