

PRODUCTSUP PARTNER PROGRAM
GO-TO-MARKET SCHEDULE
REFERRAL

This Referral Go-to-Market Schedule (the "**Referral Schedule**") is entered into by the Parties as of the Effective Date subject to the General Partnership Agreement and the applicable Partnership Specification Form. Together with the applicable Partnership Specification Form, the General Partnership Agreement and the applicable Partner Program Guides, it sets out the Parties' Agreement regarding Referrals from Partner to Productsup.

1. Opportunity Approval and Referral

- 1.1 **Approved Referral Opportunity:** Means an Opportunity that has been registered by Partner through the Partner Portal, observing the Opportunity Registration Process, and has subsequently been individually approved by Productsup as set out in the relevant Partner Program Guides.
- 1.2 **Referral:** Means an Approved Referral Opportunity that subsequently results in the acquisition of new revenue for Productsup through the execution of an order between the Approved Referral Opportunity and Productsup (subject to the limitations set forth in the applicable Partner Program Guides).
- 1.3 **Referral Commission:** Means the commission set out in the applicable Referral Guide that Partner may earn through Referrals.
- 1.4 **Referral Guide:** Means the Partner Program Guide setting out the specific mutual rights and obligations for Referrals.

2. Obligations of the Parties

- 2.1 Throughout the Term of this Agreement, Partner shall:
 - 2.1.1 Introduce and advocate the Productsup Services vis-à-vis interested parties, source Opportunities for Productsup and register them in the Partner Portal, as further specified in the Referral Guide;
 - 2.1.2 Make Referrals to Productsup as further set out in the Referral Guide;
 - 2.1.3 Commit to the cooperation activities set out in the Referral Guide;
 - 2.1.4 Meet and maintain at all times the specific Referral Program Requirements set forth in the Referral Guide.
- 2.2 Throughout the Term of this Agreement, Productsup shall:
 - 2.2.1 Adhere to its obligations and commitments set out in the Referral Guide;
 - 2.2.2 Pay Commission Fees for Referrals to Partner as further set out in the Referral Guide and this Agreement.
- 2.3 Throughout the Term of this Agreement, each Party shall:

- 2.3.1 Appoint and maintain during the term of this Agreement a person within their organization responsible for the management of the relationship and notify each other without delay of the contact person and any changes to such contact person;
 - 2.3.2 Provide prompt written notice to the other Party of any problems of which it becomes aware regarding their performance of this Referral Go-to-Market Schedule;
 - 2.3.3 Agree on joint marketing activities to be undertaken from time to time throughout the term of this Agreement;
 - 2.3.4 At all times act diligently and in good faith in its dealings with the other Party and any Opportunity;
 - 2.3.5 comply with all applicable laws, statutes and regulations including without limitation those relating to anti-bribery and anti-corruption.
- 2.4 Throughout the Term of this Agreement, neither Party shall:
- 2.4.1 Represent itself as an agent of the other Party, for any purpose or make any representation or warranty concerning their relationship with the other Party;
 - 2.4.2 Give any condition or warranty on the other Party's behalf or make any representations about the products and services of the other Party, other than as expressly permitted in this Agreement or via a separate instrument in writing; or
 - 2.4.3 Commit the other Party to any contracts or negotiate any contract for or on behalf of the other Party.

3. Referral Commission

For each Referral from Partner, a Referral Commission shall be due by Productsup to Partner in accordance with the terms set out in the Referral Guide, however in no case earlier than the start date of a relevant Subscription. Productsup shall notify Partner in regular instances about the amount of Referral Commission due to Partner and Partner shall invoice Productsup accordingly.

4. Payment of Fees

- 4.1 Productsup shall pay Referral Commission under the conditions stated in the Referral Guide and the applicable Partnership Specification Form.
- 4.2 Productsup shall pay each invoice submitted to it by the other in full, and in cleared funds, within the time period specified in the Referral Guide and/or the applicable Partnership Order Form.
- 4.3 The recipient of any invoice under this Agreement shall be responsible for payment of all Taxes applicable to such invoice.

5. Term and Termination

- 5.1 This Agreement shall become effective on the Effective Date and shall remain in effect for a period of 12 months (the "**Initial Term**"). Thereafter, this Agreement shall be renewed automatically for successive additional 12 months periods (each, a "**Renewal Term**", and, together with the Initial Term, the "**Term**"), unless either Party gives notice of termination at least thirty days prior to the later date of (i) the expiration of the then-current Term; or (ii) the date when any and all applicable Go-to-Market Schedules under this Agreement expire or end by termination. For the avoidance of doubt, this Agreement shall continue to remain in effect through the expiration or termination date of any applicable Go-to-Market Schedule. Each Party can terminate for cause subject to the provisions set forth in the General Partnership Agreement.
- 5.2 Each Party can terminate for cause subject to the provisions set forth in the General Partnership Agreement.
- 5.3 On expiration or termination of this Agreement for any reason, the Parties shall:
 - 5.3.1 promptly pay all unpaid monies due or to become due under this Agreement up to the date of termination;
and
 - 5.3.2 return to all documents, equipment and/or materials including without limitation all Confidential Information;
- 5.4 Neither party's accrued rights and obligations or any rights and obligations that are intended to come into force or continue in force on or after termination or expiration shall be affected.