

**PRODUCTSUP PARTNER PROGRAM  
GO-TO-MARKET SCHEDULE  
SELLING**

This Selling Go-to-Market Schedule (the "**Selling 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 Selling or Co-Selling of Partner and Productsup.

**1. Opportunity Approval and Selling or Co-Selling**

- 1.1 **Approved Selling or Co-Selling Opportunity:** Means an Opportunity that has been registered by Partner through the Partner Portal, observing the Opportunity Registration Process, and that has subsequently been individually approved by Productsup as set out in the relevant Partner Program Guides.
- 1.2 **Selling:** Means an Approved Selling Opportunity that subsequently results in the acquisition of new revenue for Productsup through the execution of an order between Productsup and an Approved Selling Opportunity (subject to the limitations set forth in the applicable Partner Program Guides), where Partner is independently driving the sales cycle and all activities to close the Approved Sell Opportunity.
- 1.3 **Co-Selling:** Means an Approved Co-Selling Opportunity that subsequently results in the acquisition of new revenue for Productsup through the execution of an order between Productsup and an Approved Co-Selling Opportunity (subject to the limitations set forth in the applicable Partner Program Guides), where Productsup or Partner support each other concluding the Approved Co-Sell Opportunity successfully. Productsup or a Partner will from time to time need the support to conclude the Approved Opportunity successfully and complete the transaction with the Prospective Customer.
- 1.4 **Selling or Co-Selling Commission:** Means the commission set out in the applicable Selling Guide that Partner may earn through Selling or Co-Selling.
- 1.5 **Selling Guide:** Means the Partner Program Guide setting out the specific mutual rights and obligations for Selling or Co-Selling.

**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 Selling Guide;
  - 2.1.2 Source, refer and Register Partner Sourced Opportunity to Productsup as further set out in the Selling Guide;
  - 2.1.3 Drive the sales cycle and all activities to close the Approved Sell Opportunity as further set out in the Selling Guide;
  - 2.1.4 Support Productsup to conclude the Approved Co-Sell Opportunity successfully as further set out in the Selling Guide, assisting in certain stages of the sales cycle;
  - 2.1.5 Commit to the cooperation activities set out in the Selling Guide;

- 2.1.6 Meet and maintain at all times the specific Selling or Co-Selling Program Requirements set forth in the Selling Guide.
- 2.2 Throughout the Term of this Agreement, Productsup shall:
  - 2.2.1 Adhere to its obligations and commitments set out in the Selling Guide;
  - 2.2.2 Pay Commission Fees for Sales to Partner subject to the requirements and as further set out in the Selling Guide and this Agreement, including the Opportunity Activity Requirements and the Payment Requirements as provided for in the Selling Guide.
- 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 Selling 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. Selling or Co-Selling Commission**

For each Sale of Co-Sale with Partner involvement, a Selling or Co-Selling Commission shall be due by Productsup to Partner in accordance with the terms set out in the Selling 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 Selling Commission due to Partner and Partner shall invoice Productsup accordingly. The Selling or Co-Selling Commission shall only be due where the Opportunity Activity Requirements outlined in the Selling Guide are complied with.

#### 4. Customer Ownership

- 4.1 In all cases the Customer Ownership will remain with Productsup. Unless otherwise explicitly agreed to in writing, Productsup retains all rights to solely sign and execute any order with all Approved Sell or Co-Sell Opportunities.

#### 5. Payment of Fees

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

#### 6. Non-Exclusivity

- 6.1 This Agreement does not obligate either party to conduct business exclusively with the other party. Productsup reserves the right to enter into similar agreements with other Partners and to distribute, sell, offer for sell, license or otherwise dispose of the Productsup Services and Solutions freely through any Partner, reseller, agency or directly to end customers, at its sole discretion.

#### 7. Term and Termination

- 7.1 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.
- 7.2 Each Party can terminate for cause subject to the provisions set forth in the General Partnership Agreement.
- 7.3 On expiration or termination of this Agreement for any reason, the Parties shall:
- 7.3.1 promptly pay all unpaid monies due or to become due under this Agreement up to the date of termination; and
  - 7.3.2 return to all documents, equipment and/or materials including without limitation all Confidential Information;
- 7.4 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.