



## Referral Agreement

This Referral Agreement, consisting of this Cover Page and the attached Terms & Conditions (collectively, this “Agreement”), is made and entered into by and between **inspace** and Company (each, as defined below). The Agreement shall become binding once the Parties execute this Agreement (the “Effective Date”). **inspace** and Company are sometimes referred to as a “Party”, and together as the “Parties.”

As used in this Agreement, the following terms shall have the meanings set forth below:

“**inspace**” means **Inspace**, Inc., a Delaware corporation

“Company” or “You” means the person or company (including Company Name and other information) detailed in the Company Information

**inspace** Headquarters and Notice Address: 77 Sleeper Street, Boston, MA 02210

Company Legal Name Inspace, Inc.

For legal notices, provide copies to **Inspace**, Inc.

hello@inspace.app

ceo@inspace.app

## **Referral Fee:**

The "Referral Fee" will be a percentage of cash amounts paid to **inspace** ("Subscription Fees") by each Qualified Referral under an order form ("Order Form") entered into with **inspace** for access to the **inspace** app, as follows:

o With regard to amounts paid by the Qualified Referral for the first 12 months of the term ("Initial Subscription Term") set forth on the Order Form:

- For amounts up to \$9,999 of annual recurring revenue: 5% first-year Subscription Fee
- For amounts up to \$199,999 of annual recurring revenue: 7.5% first-year Subscription Fee
- For amounts up to \$999,999 of annual recurring revenue: 10% first-year Subscription Fee
- For amounts above \$1,000,000 of annual recurring revenue: 12% of the first-year Subscription Fee

## **TERMS AND CONDITIONS**

**inspace** owns and operates **inspace** software as a service workplace automation platform (the "**inspace** app The Company wishes to promote, market, or advertise the **inspace** app to potential **inspace** customers ("Referrals") through its website(s) and other marketing channels in accordance with the terms hereof.

Agreement

The Parties agree as follows:

### **1. LICENSE.**

Subject to this Agreement and its terms, **inspace** hereby grants to Company a royalty-free, non-exclusive, non-transferable and revocable license ("License") to

use the **inspace** trademarks and logos listed in Exhibit A ("**inspace**Marks), and any associated marketing materials provided by **inspace** for the sole purpose of promoting the **inspace** app (collectively, "Marketing Materials").

## **2. REFERRAL PROGRAM COMMITMENTS.**

a. Legal Agreements. In entering this Agreement Company further recognizes and accepts the terms and rules set in **inspace's** Terms ("Terms") and **inspace's** Privacy Policy ("Privacy Policy"), as applicable to **inspace's** provision of the **inspace** app to Referrals, and particularly regarding Company's adherence to the Privacy Policy in all matters involving privacy of Referrals' information.

b. Promotion, Referral Activities. Company agrees to engage in continued, active promotion of the **inspace** in various marketing channels using the **inspace** Marks and Marketing Materials, and do so in compliance with the terms of this Agreement.

c. Prohibited Activities. Company agrees not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in **inspace's** sole discretion. Company agrees not to send unsolicited electronic messages to multiple unrelated recipients in promoting the **inspace** app, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.

d. Permissible Use of **inspace** Marks.

i. Company expressly agrees to comply with all the terms herein (particularly Section 5(c)) in using the **inspace** Marks and in creating Marketing Materials.

ii. Company shall ensure that all **inspace** Marks appearing on its Marketing Materials are in the form approved by **inspace** in **inspace's** trademark usage guidelines provided in writing to Company (the "Guidelines"), shall not modify any **inspace** Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by **inspace**, and shall further comply with reasonable instructions from **inspace** as to the form, content and display of

Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by **inspace**, the license granted herein shall expire and Company shall immediately cease all its activities under this Agreement.

### **3. QUALIFIED REFERRALS, COMMISSIONS.**

a. "Qualified Referrals" mean Referrals (i) referred by Company to **inspace** and who complete the sign-up procedure; (ii) of whom **inspace** has no record in connection with the **inspace** app, or who are not, at the time referred to **inspace** by Company, in any contractual relations or ongoing negotiations with **inspace** in connection with the **inspace** app; (iii) who accept **inspace's** Terms of Service (or otherwise enter into a contract with **inspace** for use of the **inspace** app) and purchase the **inspace** app within one hundred (100) days of being referred to **inspace** by Company, at a Referral's own discretion and without receiving any monetary or other incentive from Company; (iv) who are not rejected by **inspace**; and (v) who make at least one payment to receive access to the **inspace** app. All Referrals will be deemed rejected by **inspace** if they do not become a Qualified Referral within one hundred (100) days of first being submitted to **inspace** by Company. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the one hundred (100) day time limit for a particular Referral.

b. Referral Procedure. Each Referral shall be referred to **inspace** by Company through either an online form provided by **inspace** to Company, which Company shall fully complete and submit to **inspace**, or written communication (email sufficing) with a **inspace** employee. Upon receiving each Referral Form, **inspace** shall send an email to the Referral's email address indicated in the Referral Form, detailing the steps to be taken towards registration to receive access to the **inspace** app and becoming a Qualified Referral. **inspace** shall be responsible for the sales process to all Referrals, subject to the Parties' continued good-faith cooperation in promoting the sales process to Referral.

c. Commissions.

i. Referral Fees. Upon a Referral becoming a Qualified Referral, **inspace** shall pay Company Referral Fees in arrears in amounts calculated pursuant to the Cover Page.

Such Referral Fees shall become payable and be paid to Company within thirty (30) days of the end of the calendar quarter in which Subscription Fees attributed to such Qualified Referrals are paid to **inspace**. The Referral Fee Percentage for a Qualified Referral shall be calculated at the time of payment based on pre-tax and post-discount Qualified Referral Subscription Fees.

ii. Taxes. Company shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees and Company's income and in regard to Company's personnel, and Company shall indemnify, defend and hold **inspace** harmless from and against any claims arising out of or relating to any such taxes, duties, and charges.

#### **4. TERM AND TERMINATION.**

a. Initial Term. This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter ("Initial Term").

b. Renewal Term. Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of twelve (12) months (each, "Renewal Term"), unless a Party gives written notice of termination to the other Party at least thirty (30) days' prior to the end of the Initial Term or any Renewal Term.

c. Early Termination.

i. Without Cause. **inspace** shall have the right to terminate this Agreement at any time for any or no reason by giving ten (10) days prior written notice to Company.

ii. For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days opportunity for the breaching Party to cure such breach.

d. Effect of Termination. From and following the date of termination of this Agreement Company's rights under this Agreement shall terminate, and Company shall not be

entitled to receive any Referral Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement. Section 5 will survive termination of this Agreement.

## **5. GENERAL.**

a. Modification of Agreement. **inspace** may modify this Agreement from time-to-time at its reasonable discretion by notifying Company via email. If Company objects to any such change, Company may terminate this Agreement for cause. Company's continued participation in the Program following receipt of notice about changes to this Agreement shall constitute binding acceptance of this Agreement as amended.

b. Assignment. **inspace** may assign this Agreement at any time. Company may not assign or transfer this Agreement without **inspace's** prior written consent, such consent not to be unreasonably withheld.

c. Intellectual Property Rights. All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in **inspace** Marks, the **inspace** app and related content and technology around the world ("**inspace** IP Rights") are and will remain the exclusive property of **inspace** and its subsidiary companies. The License granted by **inspace** to Company under Section 1 of the Business Terms is granted solely under the terms of this Agreement and in furtherance of its objectives. Company's right to use the **inspace** Marks is at the discretion of **inspace** and is subject to Company's compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Company agrees to (a) not use any **inspace** IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any **inspace** IP Rights; (c) not create or obtain any intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any **inspace** IP Rights; (d) promptly notify **inspace** of any unauthorized use of any **inspace** IP Rights of which Company has actual knowledge; and (e) always use the **inspace** Marks and any other **inspace** Marks in compliance with the Guidelines. **inspace** may perform periodic reviews of any Marketing Materials presented by

Company, and shall have the exclusive authority and discretion to order the removal and/or amendment of any Marketing Materials presented by Company.

d. No Waiver. Either Party's failure to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of the first Party's right to subsequently enforce such provision or any other provision of this Agreement.

e. Limited Warranty. Both Parties warrant that at all times during the Term they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Terms, Privacy Policy and Guidelines. During the Term and after its termination for any reason whatsoever, Company expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of **inspace** and will not make, publish or allow to be made or published any disparaging remarks concerning **inspace**, its representatives, or the **inspace** app.

f. Disclaimer of Warranty. Other than **inspace's** express warranty under the previous subsection (d), **inspace** makes no other warranty, express or implied, of any kind and **inspace** expressly disclaims any and all warranties and conditions, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement of the subject matter of this Agreement.

g. Limitation of Liability. Neither **inspace** nor any officer, employee, director or any other representative of **inspace** shall be liable towards Company or towards any third party, under or in connection with this Agreement or its termination, in contract, pre-contract, tort or otherwise for (i) loss of revenues, profits, contracts, business or anticipated savings or (ii) any loss of goodwill or reputation. Such losses include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages. Notwithstanding any other circumstances or understandings surrounding any relations among the Parties, **inspace's** entire liability to Company under this Agreement for any and all claims for damages of any kind made by Company under this Agreement shall not exceed the total amount of Referral Fees paid to Company hereunder during the first six (6) months of the Initial Term, and by entering this Agreement Company recognizes the limitations herein on **inspace's** liability.

h. Independent Contractors. The Parties herein act on their own behalf as independent contractor. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relations set out in this Agreement, and Company is expressly precluded from acting on **inspace's** behalf and holding itself out as having the authority to act on **inspace's** behalf. Without limiting the foregoing, Company shall not make any representations, warranties, or covenants with regard to the **inspace** app or that purport to bind **inspace**, and any such representations, warranties, and covenants will be void. Company's display of **inspace** Marks under this Agreement, other content presented by Company, or contact among Company and third parties shall not misrepresent the relations described herein.

i. Indemnification. Company will indemnify, defend and hold **inspace** and its subsidiaries, affiliates, officers and employees (the "**inspace** Indemnified Parties") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the **inspace** Indemnified Parties arising from any of the following: (i) a breach of the Agreement by Company; (ii) the negligence, gross negligence or willful misconduct of Company or its employees, agents or contractors; or (iii) a failure by Company or its employees, agents, contractors or invitees to comply with applicable laws and regulations.

j. Non-Solicitation. Neither Party shall for the duration of this Agreement and for one year after termination thereof hire, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.

k. Entire Agreement; Severability. This Agreement and any non-disclosure or confidentiality agreement between the Parties represents the entire agreement among the Parties regarding the subject matter thereof and the Parties' respective obligations and commitments herein. No other documents, or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity,



without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any non-disclosure or confidentiality agreement between the Parties will be interpreted to permit the use of confidential information during the Term hereof in order to carry out a receiving Party's obligations hereunder.

l. Anti-Bribery and Export Compliance. Company agrees not to promote, approach or submit Referrals, or use distribute, transfer, provide, sub-license, share with, or otherwise offer the Service in violation of any laws or this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act and similar anti-corruption statutes in all jurisdictions. Without limiting the foregoing, Company will not knowingly directly or indirectly export, re-export, transfer, make available or release (collectively, "Export") the Service to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation, including without limitation, any parties listed on any of the denied parties lists or specially designated nationals lists maintained under the EAR or the Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq.) administered by the US Department of Treasury, Office of Foreign Assets Control without appropriate US government authorization to the extent required by regulation. Compliance with the trade laws of other countries pertaining to the Export, import, use, or distribution of the Service to Customers and End Users is Company's responsibility.

m. Non-Disparagement. During the Term and for five (5) years thereafter, Company agrees that it will not disparage **inspace** or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect **inspace's** reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about **inspace** or any its officers, directors or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the **inspace** refusing to enter into this Agreement.

n. Parties' Expenses. The Parties shall each carry and pay all their respective costs, charges and expenses incurred by it in the performance of this Agreement, except as otherwise may be agreed-upon by the Parties in writing in advance.

o. Counterparts; Notices. This Agreement may be signed in counterparts and such counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged. All notices relating to this Agreement shall be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Page.

p. Governing Law; Jurisdiction. All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. Other than as necessary to enforce any final judgment, award or determination, any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the Commonwealth of Massachusetts without regard to its conflict of laws provisions. In any such action, both parties submit to the personal jurisdiction of the courts of the Commonwealth of Massachusetts and waive any objections to venue of such courts.

q. Electronic Signatures/Acceptance. This Agreement may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and your acceptance will be deemed binding between the Parties. Customer agrees that it will not contest the validity or enforceability of this Agreement because it was accepted in electronic form.