



## Reseller Agreement

This Agreement is between **inspace** (“COMPANY”) and the reseller (“Reseller”) and establishes the terms and conditions for Reseller’s participation in the **inspace** Reseller Program (the “Program”). Under the Program, **inspace** will provide marketing and promotional support to Reseller as specified in this Agreement related to the Reseller’s purchase and license of **inspace** products for resale.

### 1. Reseller Qualification

1.1 To ensure adequate technical and marketing support to end-users, eligibility to resell 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% of first-year Subscription Fee
- For amounts up to \$199,999 of annual recurring revenue: 7,5% of first-year Subscription Fee
- For amounts up to \$999,999 of annual recurring revenue: 10% of first-year Subscription Fee
- For amounts in excess of \$1,000,000 of annual recurring revenue: 12% of first-year Subscription Fee

## **TERMS AND CONDITIONS**

**inspace** owns and operates **inspace** software as a service workplace automation platform (the "**inspace** app"). Company wishes to promote, market, and 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, the 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 unlawful content or 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 creating Marketing Materials.

ii. Company shall ensure that all **inspace** Marks appearing in its Marketing Materials are approved by **inspace** before their release or use.. Upon termination of this Agreement for any reason whatsoever or written request by **inspace**, the license granted herein shall expire, and Company shall immediately cease all its activities under this Agreement.

### 3. QUALIFIED REFERRALS AND 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 the 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 discretion and without receiving any monetary or other incentives 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 the 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 an **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.

Upon 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 are paid. The Referral Fee Percentage for a Qualified Referral shall be calculated 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 regarding 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 the expiration of the Initial Term, this Agreement will automatically renew 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 before 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 Party who has materially breached this Agreement, provided that before 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 termination date 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 before termination of this Agreement. Section 5 will survive termination of this Agreement.

#### **5. GENERAL.**

a. Company's continued participation in the Program following receipt of notice about changes to this Agreement constitutes binding acceptance of this Agreement. **inspace** may modify this Agreement from time to time by notifying the Company via email. If Company objects to changes, Company may terminate this Agreement for cause.

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 the Company under Section 1 of the Business Terms is granted solely under the terms of this Agreement and in furtherance of its objectives. The company's right to use the **inspace** Marks is at the discretion of **inspace**. It is subject to the Company's compliance with the terms of this Agreement, Guidelines, and 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 the Company and shall have the exclusive authority and discretion to order the removal and amendment of any Marketing Materials presented by the 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. 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**. It will not make, publish or allow to be published any disparaging remarks concerning **inspace**, its representatives, or the **inspace** app. Both Parties warrant that they will comply with all applicable laws, regulations, codes of practice, and this Agreement, Terms, Privacy Policy, and Guidelines.

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.

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.

h. Independent Contractors. The Parties herein act on their behalf as independent contractors. 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 concerning the **inspace** app or that purport to bind **inspace**. Any such representations, warranties, and covenants will be void.

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 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 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 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 affect **inspace's** reputation adversely. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about **inspace** or any of 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.

Signing for the purchase of products is subject to meeting authorization requirements as described in the Program Materials (the elements and general policies are contained within the reseller portal site). These Program Materials include a detailed description of Reseller benefits and requirements. Reseller will only sell **inspace** products after arranging for adequate post-sales support.

## **2. Relationships**

2.1. Reseller is an independent contractor who purchases **inspace** products for resale to its customers. Reseller is not an agent or legal representative of **inspace** for any purpose and has no authority to act for, bind, or commit **inspace**.

*2.2. Reseller has no authority to make any commitment on behalf of **inspace** concerning quantities, delivery, modifications, interfacing capability, suitability of the software, or suitability in specific applications. Reseller has no authority to modify the warranty offered with **inspace** products. Reseller will indemnify **inspace** from liability for any modified warranty or other commitment by Reseller not specifically authorized by **inspace**.*

2.3. Reseller will not represent itself in any way that implies Reseller is an agent or branch of **inspace**. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by **inspace** immediately upon notice from **inspace**.

### 3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and **inspace**. This Agreement shall automatically renew each subsequent year for a one-year term unless it is terminated earlier per this Agreement.

3.2. **inspace** or Reseller may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. **inspace** may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice unless otherwise specified in the notice.

3.4. Upon expiration, non-renewal, or termination of this Agreement, all interests in accrued marketing funds (if any) will automatically lapse—it does not affect any outstanding amounts due.

### 4. Reseller Programs

**inspace** Reseller program will contain various participation levels. **inspace** will invite Reseller to participate in cooperative advertising, market development, and promotional programs offered by **inspace** as defined in the Program Materials. Reseller may participate in such programs during the term of this Agreement. **inspace** reserves the right to terminate or modify programs.

4.2. Reseller shall exert best efforts to market **inspace** products and can use promotional materials supplied by **inspace**.

4.3. As defined in the Program Materials, Reseller shall have sufficient technical knowledge of the **inspace** products in general, and will have access to appropriate **inspace** sales and technical training.

4.4. **inspace** does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. **inspace** specifically reserves the right to modify any of its products' specifications or characteristics, remove any product from the market, or cease manufacturing or supporting it.

4.5. Reseller is expected to advertise and promote the sale of **inspace** products through all appropriate media: including trade show exhibits, catalogs, direct mailings, space advertising, educational meetings, sales aids, etc. **inspace** must approve all original materials that use **inspace** name or trademarks. **inspace** will assist Reseller in advertising and promoting **inspace** products per **inspace** policy.

## 5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL **INSPACE** BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE, OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF RESELLER HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

## 6. Use of **inspace** Trademarks

6.1. Reseller acknowledges the following:

6.1.a. **inspace** owns all rights, titles, and interests in the **inspace** names and logotypes.

6.1.b. **inspace** is the owner of certain other trademarks and tradenames used in connection with specific product lines and software.

6.1.c. Reseller will acquire no interest in trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with **inspace**.

6.2. During the term of this Agreement, Reseller may indicate to the trade and the public that it is an Authorized Reseller of the **inspace** products. Reseller may also use

the **inspace** trademarks and trade names to promote and solicit sales or licensing of **inspace** products if done strictly following **inspace** guidelines. Reseller will not adopt or use such trademarks, tradenames, or any confusingly similar word or symbol, as part of its company name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, Reseller shall immediately discontinue any use of **inspace** names or trademarks or any other combination of words, designs, trademarks, or tradenames that would indicate that it is or was a reseller of the **inspace** products.

## 7. Product Warranty

7.1. The warranty terms and conditions are specified in the **inspace** Standard Terms and Conditions of Sale (EULA).

7.2. **inspace** WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 8. Software

8.1 The software license terms will be specified in **inspace** Standard Terms and Conditions of Sale and any Software Maintenance Agreement entered by the parties.

## 9. Proprietary Information

9.1 **inspace** and Reseller shall each exercise due diligence to maintain confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except per this Agreement, neither party shall use such information without the permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for three (3) years beyond this Agreement's expiration, non-renewal, or termination.

9.2 This Agreement does not grant any license under patents or other intellectual property rights owned, controlled by, or licensed to **inspace**. Reseller shall not have any right to manufacture **inspace** products.

## 10. Export Controls

Regardless of any disclosure made by Reseller to **inspace** or Distributor of an ultimate destination of **inspace** products, Reseller shall not export, either directly or indirectly, any documentation, **inspace** products, or system incorporating such **inspace** products to any locations on the excluded export list. Following are the locations: None at present.

## 11. Compliance with Laws

Reseller agrees to comply with all laws and regulations that apply to the business that Reseller transacts. Reseller agrees to indemnify and hold **inspace** harmless for all liability or damages caused by Reseller's failure to comply with the terms of this provision.

## 12. Government Contract Conditions

If Reseller elects to sell **inspace** products or services to the Government (national, regional, or local), Reseller does so solely at its option and risk and agrees not to obligate **inspace** as a subcontractor or otherwise to the Government. Reseller remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the Government. **inspace** makes no representations, certifications, or warranties concerning the ability of its goods, services, or prices to satisfy any such statutes and regulations.

## 13. Miscellaneous

Notices under this Agreement must be sent by registered, certified mail or e-mail if receipt of the e-mail is acknowledged by the designated individual identified in the application process. A notice will only be effective once the addressee receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject. It may not be modified or waived except in writing and signed by an officer or authorized party representative. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. ACME STATE law governs this Agreement without consideration to that body of law referred to as "conflicts of laws." **inspace** and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.