

Emplify Partner Agreement

This PARTNER AGREEMENT is entered into by Emplify, Inc. and the **Partner**. This Agreement is effective on the Effective date set forth immediately below, or if no date is set forth, then on the date of execution by both parties.

RECITALS

Emplify is the developer, owner, and operator of Emplify Insights™, an employee engagement solution that blends technology, behavioral psychology, and data science with human expertise.

Partner wishes to promote, market, and advertise the Emplify Insights™ solution to end-user customers through its marketing channels in accordance with Emplify's Partner Program.

Emplify desires to pay Partner a commission for Referrals generated by Partner, which become paying customers of Emplify, and Partner desires to provide such Referrals to Emplify.

AGREEMENT

In consideration of the foregoing and the agreements contained herein, the Parties agree as follows:

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

"Annual Recurring Revenue" or **"ARR"** shall mean the amount of money actually received by Emplify for recurring Emplify Services that results from a Referral generated by Partner for services with annually recurring billable fees, less (i) any trade, commissions, or other discounts or allowances, and (ii) all federal, state and local taxes applicable to the sale.

"Emplify Services" shall mean the Emplify Services checked above.

"Partner" shall mean the person or company entering into this signed Agreement and detailed in the online application submitted to Emplify.

"Licensed Marks" shall mean the Emplify trademarks initially listed in Exhibit A, attached hereto. Licensed Marks may be changed, deleted or added by Emplify, in its sole discretion, provided that Emplify gives at least thirty (30) days advance written notice of its intent to delete any Licensed Marks from Exhibit A.

"Marketing Materials" shall mean the Emplify marketing materials initially listed in Exhibit A, attached hereto. Marketing Materials may be changed, deleted or added by Emplify, in its sole discretion, provided that Emplify gives at least thirty (30) days advance written notice of its intent to delete any Marketing Materials from Exhibit A.

"Party" shall mean Emplify and Partner individually and **"Parties"** shall mean Emplify and Partner collectively.

"Program" shall mean the Emplify Partner Program, which seeks to create competitive advantage for Partners that will enable them to work closer with current clients and expand their customer base.

"Qualified Referral" shall mean a Referral (a) referred by Partner to Emplify and who completes the sign-up procedure in accordance with the procedure described in Section 7.2 below; (b) of whom Emplify has no record in connection

with Emplify, or who is not, at the time referred to Emplify by Partner, in any contractual relationship or ongoing negotiations with Emplify; (c) who acquires within three (3) months of being referred to Emplify by Partner, at a Referral's own discretion and without receiving any monetary or other incentive from Partner, a signed annual agreement to use Emplify Services; (d) who is not rejected by Emplify; and (e) successfully makes a payment to receive Emplify Services.

"Referral" shall mean the person or company whose information is provided to Emplify by the Partner and will contribute to Referral Fees provided to Partner upon a Referral becoming a customer (see Section 7).

"Referral Fees" shall mean the referral fees in arrears at the applicable percentage of the fees payable by the Qualified Referral pursuant to their initial order under a Master Services Agreement for the first year of the associated subscription.

2. Legal Agreements. Partner agrees to the terms of this Agreement and the Program, and any other requests and rules set by Emplify from time to time, in its reasonable discretion, in connection with Partner's ongoing participation in the Program and promotion of Emplify to Referrals. In all its activities under this Agreement, and specifically such activities relating to Partner's promotion of Emplify, Partner shall cooperate with Emplify and act in good faith. Partner accepts the terms and rules set in Emplify's Master Service Agreement ("Master Services Agreement," found at <http://www.emplify.com/msa> and Emplify's Privacy Policy ("Privacy Policy," found at <https://emplify.com/privacy-policy/>), as applicable to Emplify's provision of Emplify Services to Referrals, and particularly regarding Partner's adherence to the Privacy Policy in all matters involving privacy of Referrals' information.

3. Promotion, Referral Activities, Quotas, Probation.

3.1 Partner agrees to engage in continued, active promotion of Emplify in various marketing channels using the Licensed Marks and Marketing Materials, and to do so in compliance with the terms of this Agreement.

3.2 If Partner has failed to reach the Partnership Goal or breached a material term of this Agreement, including without limitation, Emplify may place Partner on Probation. During Probation Emplify may institute any or all of the following: (i) invoke any or all of Emplify's rights under this Agreement; (ii) require that Partner not market or sell Authorized Products to Customers, in which access to the Emplify Services may be revoked; (iii) reduce the Partner Margin by the Probation Margin Reduction posted on the Partner Portal; (iv) suspend the provision of Technical Support to Partner for the Partner Emplify Software; and (v) require Partner to provide a plan satisfactory to Emplify to promptly remedy the deficiencies or breaches, failing which Partner may be terminated by Emplify

4. Prohibited Activities. Partner 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 Emplify's sole discretion. Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("spamming") in promoting Emplify, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.

5. Acting as Finder Only; Non-Exclusivity.

5.1 Partner is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on Emplify's behalf, or to negotiate the terms of Referrals' agreements with Emplify. Partner hereby agrees to indemnify, defend and hold Emplify harmless from and against any claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by Partner or the breach thereof.

5.2 Partner acknowledges that Emplify may enter into referral agreements or other similar arrangements with other parties and that Partner shall have no rights under such agreements or to any fees for customers referred to Emplify by others or identified by Emplify itself.

6. Referral Procedure.

6.1 All Referrals will be deemed rejected by Emplify if they do not become a Qualified Referral within ninety days (90) days of first being submitted to Emplify by Partner. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the time limit specified above in the definition of Qualified Referral for a particular Referral. Additionally, Referrals who may have previously been connected with Emplify may also be considered Qualified Referrals at Emplify's discretion.

6.2 Each Referral shall be referred to Emplify by Partner through an online form provided by Emplify to Partner, which Partner shall fully complete and submit to Emplify. Upon receiving an online form, Emplify may request that Partner facilitate the initial introduction between Emplify and the Referral, detailing the steps to be taken towards registration to receive Emplify Services and become a Qualified Referral. Emplify 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.

7. Referral Fees.

7.1 Responsibilities. Emplify shall collect all ARR from Qualified Referrals for the Emplify Service directly from Qualified Referrals ("Subscription Fees").

7.2 Referral Fees. Upon a Referral becoming a customer, Emplify shall pay Partner referral fees on collected ARR as stated in Exhibit B ("Referral Fee Payout Structure") (excluding any discounts). Such Referral Fees shall be paid to Partner within thirty (30) days of the end of the calendar quarter in which the ARR is collected by Emplify from the Qualified Referrals. If a Qualified Referral terminates the Emplify Service prior to one year after becoming a Qualified Referral, Partner will only receive a pro-rata portion of the net Referral Fees for the year in proportion to the ARR collected by Emplify. For each referral that becomes a customer, Referral Fees to Partner shall be capped at the amounts listed on Exhibit B for the applicable Referral Fee Percentages ("Maximum Payment")

8. Customer Relations. During and after the Term, Emplify shall be the exclusive owner of all relations created via Partner among Emplify and Referrals with respect to the Emplify Service, including any and all information identifying Referrals who contract with Emplify for the use of the Emplify Service. The Master Services Agreement, Privacy Policy, and Emplify's rules and procedures for the Emplify Service will apply to these Referrals and may be changed by Emplify without prior notice to Partner, and Partner agrees to convey to Referrals the nature of their relations with Emplify under the Master Services Agreement.

9. Intellectual Property Rights.

9.1 All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in Licensed Marks, Marketing Materials, the Emplify Service and related content and technology around the world (together, the "Emplify IP Rights") are and will remain the exclusive property of Emplify and its subsidiary companies. Partner's right to use the Licensed Marks is at the discretion of Emplify and is subject to Partner's compliance with the terms of this Agreement and with all applicable laws and regulations.

9.2 Partner agrees to (a) not use any Emplify IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any Emplify 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 Emplify IP Rights; (d) promptly notify Emplify of any unauthorized use of any Emplify IP Rights of which Partner has actual knowledge; and (e) always use the Licensed Marks and any other Emplify Marks in compliance with the Guidelines. Emplify may perform periodic reviews of any Marketing Materials

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

9.3 Partner may provide its own trademarks to Emplify to use in Marketing Materials, such as on Emplify's Partner Program page on Emplify's website or in mutually beneficial marketing efforts, such as webinars. Partner shall have the exclusive authority and discretion to order the removal and/or amendment of Partner's trademarks on Marketing Materials presented by Emplify.

10. Data Protection. Customer information will be provided to Partner by Emplify only with written consent from the customer. Data protection legislation enacted in various jurisdictions requires the protection of personal data by data controllers. For purposes of such legislation, protected information typically includes data provided in any medium including, but not limited to, electronic, paper, database, spreadsheet and word processing folders. As a condition of Emplify providing customer information to Partner and to facilitate compliance with the applicable data protection legislation, Partner agrees that any and all customer information provided to Partner by Emplify in any medium shall: (a) Be used for the sole purpose of marketing and selling Emplify Services to a customer; (b) Not be used for any other purposes, including but not limited to, the marketing and sale of products not originating from Emplify; (c) Not be transferred to third parties; (d) Be kept in confidence and secure from unauthorized use and disclosure; and (e) Be returned to Emplify upon the termination of Partner's relationship with Emplify or be destroyed with a certificate of destruction signed by an officer of Partner, upon Emplify's request.

11. Term & Termination.

11.1 The term of this Agreement shall commence on the Effective Date and shall continue until the Termination Date. Emplify shall have the right to terminate this Agreement at any time for any or no reason by giving ten (10) days' prior written notice from the termination date ("Termination Date") to Partner. 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.

11.2 Upon termination of this Agreement, a list shall be prepared of all pending unfinished business involving any Qualified Referrals or potential Referrals introduced by Partner (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the Termination Date). In no event shall the above referenced list include any third parties that were not identified to Emplify by Partner as Referrals as required herein prior to giving notice of termination. Termination of this Agreement shall not release the parties from their continuing duties or obligations under this Agreement, release Emplify from its obligation to pay Referral Fees as required herein, or affect the rights or obligations of the parties hereto with respect to any breach of this Agreement prior to the Termination Date. Notwithstanding anything in this Agreement to the contrary, Partner shall not be entitled to any Referral Fees due to it as of the Termination Date if this Agreement is terminated by Emplify for cause as hereinafter defined. As used herein, "cause" shall mean any breach by the Partner of Sections 2, 4, 8, 9, 10, 14 or 15 of this Agreement.

12. Relationship; Mutual Cooperation. This Agreement does not constitute a contract of employment. Emplify and Partner intend and agree that Partner shall serve as an independent contractor and no acts or assistance given to Partner by Emplify shall be construed to alter the independent contractor relationship. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, franchisor and franchisee, principal and agent, or employer and employee.

13. Taxes. Partner is an independent contractor and is solely responsible for the withholding and payment of all taxes (including, but not limited to, federal and state income taxes, social security taxes, unemployment insurance taxes, self-employment taxes and any other taxes or business license fees, and interest and penalties on such taxes and fees), unemployment insurance, worker's compensation insurance, and any and all other assessments imposed

or related to Partner's activities hereunder. The parties shall file all tax returns consistent with the foregoing. If it is determined at any time that Partner is not an independent contractor under this Agreement, Partner shall indemnify Emplify for all taxes, interest, penalties, expenses, and any other costs resulting from or arising out of such determination.

14. Restrictive Covenant. Notwithstanding anything herein to the contrary, during the Term and for a period of one (1) year following termination of this Agreement for any reason, Partner shall not refer any known Emplify-owned customer or Emplify-generated prospect to any person, partnership, joint venture, corporation, or other organization or entity in competition with Emplify.

15. Confidentiality. Partner acknowledges that by reason of its relationship to Emplify hereunder, it may have access to certain information and material concerning Emplify's business, plans, customers, technology and products that are confidential and of substantial value to Emplify, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Partner agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by Emplify. In the event of termination of this Agreement, there shall be no use or disclosure by Partner of any Confidential Information of Emplify and any materials related to Emplify shall be immediately returned to Emplify. Partner acknowledges that the provisions of this Section 15 are reasonable and necessary for the protection of Emplify and that Emplify will be irrevocably damaged if such covenants are not specifically enforced. The terms of this Section 15 shall survive termination of this Agreement.

16. Injunction. In the event of breach of any provisions of the Agreement, Emplify may seek damages if determinable, injunctive relief, and, in addition to which, Emplify shall be entitled to reasonable attorneys' fees incurred in the enforcement of said provisions. The remedies herein provided shall be cumulative and no single remedy shall be construed as exclusive of any other or of any remedy provided at law. Failure of Emplify to exercise any remedy at any time shall not operate as a waiver of the right of Emplify to exercise any remedy for the same or subsequent breach at any time thereafter.

17. Disclaimer of Warranties. EMPLIFY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PRODUCTS, WHICH ARE PROVIDED SOLELY IN ACCORDANCE WITH THE TERMS OF A LICENSE AGREEMENT BETWEEN EMPLIFY AND THE END USER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAW, INCLUDING WITH RESPECT TO VALIDITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL EMPLIFY BE LIABLE TO PARTNER OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH PARTNER FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE PRODUCTS.

18. Notices. Any notices required or permitted to be given under this Agreement shall be in writing, and sent by certified mail to the last known residential address in the case of Partner, or to its principal office in the case of Emplify.

19. Assignment. The rights and obligations of Emplify under the Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Emplify. This Agreement shall be binding upon the heirs and executor or administrator of Partner. Partner's obligations are personal in nature and cannot be assigned by Partner to any other person or entity.

20. Integration. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. By signing below, each party acknowledges receipt of a copy of this Agreement.

21. Severability. Every provision of this Agreement is intended to be severable from every other provision of this Agreement. If any provision of this Agreement is held to be void or unenforceable in whole or in part, the remaining

provisions will remain in full force and effect, unless the remaining provisions are so eviscerated by such holding that they do not reflect the intent of the parties in entering into this Agreement. In such event, the parties agree to negotiate in good faith on replacement language. If any provision of this Agreement is held to be unreasonable or excessive in scope or duration, that provision shall be enforced to the maximum extent permitted by law.

22. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana. Partner agrees to and hereby does submit to the exclusive jurisdiction and venue before any state or federal court of record in Marion or Hamilton Counties, Indiana, or in the state and county in which such violation may occur, at Emplify's election, for that purpose, and Partner hereby waives any right to object to jurisdiction or venue in any action with Emplify.

23. Warranty. Partner warrants and represents that:

23.1 The execution of this Agreement and the discharge of Partner's obligations hereunder will not breach or conflict with any other contract, agreement, or understanding between Partner and any other party or parties; and

23.2 Partner has ideas, information and know-how relating to the type of business conducted by Emplify, and Partner's disclosure of such ideas, information and know-how to Emplify will not conflict with or violate the rights of any third party or parties.

24. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, neither party shall be considered to be the drafter of the document and the language should not be strictly construed against either party. The language of the Agreement should be interpreted consistent with the ordinary and reasonable meaning of the words used

Exhibit A

Licensed Marks

Permitted Emplify marks for use by Partner

1. Logos: Full logo sets and usage guidelines can be downloaded from the Emplify Partner Resource Library.



2. Word marks:

Emplify™

Emplify Insights™

Marketing Materials

Permitted Emplify marketing materials for use by Partner

Permitted Emplify marketing materials for use by Partner can be found in the Emplify Partner Resource Library.

Exhibit B

Referral Fee Payout Structure

Partner will earn a 15% Referral Fee on initial first-year recurring services contract value for all direct customers sourced by the Partner and qualified and closed by Emplify employees.

Within forty-five (45) days following the end of a calendar quarter, Emplify will pay Partner the Referral Fee for Referral contracts booked and Annuity Referral Fee, if applicable, of renewed Referral contracts in the respective calendar quarter. Within the 45 day "Payout Timeline" Emplify will have 15 days to provide Partner with a "Referral Fee Statement" and payment will be remitted within 30 days from the Partner's approval of Referral Fee Statement. If a Referral "Defaults" (default defined as 60 days past due on an invoice), the Referral Fee associated with the defaulted Referral is adjusted for the pro rata of the contract value for the cash not collected and shall be withheld from the future Referral Fee payment(s).