



Updated: March 13, 2026

AGENCY PARTNER AGREEMENT

This OutboundSync Agency Partner Agreement (the "**Agreement**") is entered into between OutboundSync, Inc. ("**OutboundSync**") and the agency accepting these terms ("**Partner**") as of the date of electronic acceptance (the "**Effective Date**"). This Agreement governs eligibility, resale and discount mechanics, marketplace participation, brand and conduct standards, and termination rights for OutboundSync's Agency Partner Program. Commercial terms, including tier thresholds and Program benefits, are set forth in Exhibit A. OutboundSync and Partner are each referred to herein as a "**Party**" and collectively as the "**Parties**."

BY CLICKING "I AGREE," CHECKING AN ACCEPTANCE BOX, OR OTHERWISE ELECTRONICALLY ACCEPTING THIS AGREEMENT, PARTNER AGREES TO BE LEGALLY BOUND BY ALL TERMS HEREOF.

Where OutboundSync and Partner have separately executed a written, signed agreement that expressly supersedes this Agreement, such agreement controls.

1. DEFINITIONS

- 1.1. "**Active**" means, with respect to a Seat, that the underlying CRM connection is authenticated and enabled within the OutboundSync Product.
- 1.2. "**Cause**" means: (a) Partner's material breach of this Agreement not cured within fifteen (15) days after receiving written notice from OutboundSync specifying the nature of the breach (provided that no cure period applies to breaches that are incapable of cure); (b) Partner's fraudulent, deceptive, or unlawful conduct in connection with the Program or OutboundSync's products; (c) Partner's material misrepresentation to End Customers regarding OutboundSync's products, features, or commitments; (d) Partner's unauthorized use of OutboundSync's Marks; (e) a data security breach caused by Partner's gross negligence or willful misconduct; or (f) conduct that OutboundSync reasonably determines would cause material harm to OutboundSync's reputation, business, or legal obligations.
- 1.3. "**CSA**" means OutboundSync's Cloud Service Agreement, as published at <https://outboundsync.com/cloud-service-agreement> and as may be updated by OutboundSync from time to time.
- 1.4. "**Discount**" means a wholesale reduction in the list price charged by OutboundSync to Partner for Qualified Seats under the Resale Model, applied by OutboundSync before the invoice is issued to Partner, at the agreed upon rate.
- 1.5. "**End Customer**" means a third-party business or individual that uses OutboundSync's products or services in connection with which Partner provides Partner Services.

- 1.6. "**Intellectual Property**" means all patents, patent applications, trademarks, service marks, trade names, trade dress, logos, copyrights, moral rights, database rights, design rights, rights in inventions, rights in know-how, trade secrets, domain names, and all other intellectual property rights of any kind, in each case whether registered or unregistered, including all applications and rights to apply for renewals or extensions thereof, and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
- 1.7. "**Marks**" means OutboundSync's trademarks, service marks, trade names, logos, badge designations, and other brand identifiers made available to Partner under this Agreement.
- 1.8. "**Marketplace**" means OutboundSync's public partner directory or similar promotional channel through which OutboundSync may feature Partner, available at <https://outboundsync.com/agencies/>.
- 1.9. "**OutboundSync Product(s)**" means the OutboundSync proprietary cloud software-as-a-service offering(s) made available by OutboundSync, including related features, updates, and documentation.
- 1.10. "**Partner Services**" means the services Partner provides to End Customers in connection with OutboundSync usage, which may include, without limitation, implementation, configuration, consulting, training, ongoing administration, revenue operations, and related advisory services. OutboundSync does not prescribe the scope, method, or pricing of Partner Services.
- 1.11. "**Personal Data**" means any information that identifies, relates to, or could reasonably be linked to an identified or identifiable natural person, as defined under applicable privacy and data protection laws.
- 1.12. "**Program**" means OutboundSync's Agency Partner Program, a controlled-enrollment program through which eligible Partners may resell OutboundSync services under the Resale Model, receive Tier-based benefits, and participate in the Marketplace, in each case subject to the terms and conditions of this Agreement and Exhibit A.
- 1.13. "**Qualified Seat**" means a Seat that is (a) Active and (b) associated with a current, paid subscription procured by Partner under the Resale Model.
- 1.14. "**Resale Model**" means the engagement model under which Partner procures OutboundSync services for End Customers, manages the billing relationship with End Customers, and is invoiced by OutboundSync at a wholesale Discount prior to payment being requested from Partner, as further described in Section 3.1.
- 1.15. "**Seat**" means one (1) CRM connection authenticated and enabled within the OutboundSync Product. A single End Customer may have multiple Seats, each treated independently for purposes of tier qualification and compensation eligibility.

- 1.16. "**Serving Active Customers**" means that Partner is providing Partner Services to one or more End Customers in connection with OutboundSync Products.
- 1.17. "**Tier**" means the level of the Program to which Partner is assigned based on Partner's active Qualified Seat count, as described in Section 4 and Exhibit A.
- 1.18. "**Tiered Partner**" means a Partner assigned to the Bronze Tier or a higher Tier, as described in Section 4 and Exhibit A.

2. PROGRAM ELIGIBILITY

- 2.1. **Enrollment and Eligibility.** The Program is not open enrollment. Participation requires OutboundSync's express prior approval. To be eligible, Partner must, at the time of application or invitation and on an ongoing basis throughout the term:
 - (a) be Serving Active Customers, or otherwise demonstrate to OutboundSync's reasonable satisfaction an intent to serve End Customers in connection with OutboundSync Products; or
 - (b) be otherwise approved by OutboundSync based on its evaluation of Partner's qualifications, client base, or strategic fit.

Satisfaction of the eligibility criteria in Section 2.1 does not create a contractual right to Program membership. OutboundSync retains full discretion to decline any application without obligation to provide reasons, and may review Partner's eligibility at any time and suspend or remove Partner from the Program if Partner no longer satisfies the applicable criteria.

- 2.2. **Independent Contractor.** Partner is an independent contractor. Nothing in this Agreement creates an employment, joint venture, franchise, agency (in the legal sense), or partnership relationship between the Parties. Partner has no authority to bind OutboundSync to any obligation, commitment, contract, or representation, including any data protection, product, pricing, or service-level commitment to an End Customer or third party, unless (i) such commitment is expressly set forth in the CSA or (ii) OutboundSync expressly authorizes Partner to do so in writing in a specific instance. Partner shall not represent that OutboundSync is responsible for the quality, outcomes, or delivery of Partner Services. For the avoidance of doubt, nothing in this Agreement creates any obligation on OutboundSync's part to pay, reimburse, or share any Partner Services fees.
- 2.3. **Subcontracting.** Partner may not subcontract Partner Services without OutboundSync's prior written consent, excluding routine staffing contractors acting under Partner's direct supervision. Partner remains fully responsible for all acts and omissions of its personnel, subcontractors, and staffing contractors.

2.4. **Non-Exclusivity.** This Agreement is non-exclusive. OutboundSync may market, sell, and provide its products and services directly and appoint other partners or resellers at its sole discretion.

3. **RESALE MODEL**

3.1. **Resale.** Partner may procure OutboundSync services for End Customers and manage the billing relationship with those End Customers. OutboundSync invoices Partner at a wholesale Discount, as agreed upon. In resale transactions under this Agreement, Partner acts as principal (and not as agent of OutboundSync) and is solely responsible for invoicing and collections.

3.2. **Partner Autonomy.** Partner shall have sole discretion to establish the prices, terms, and conditions at which it resells OutboundSync services to End Customers, and OutboundSync shall have no right to approve, restrict, or otherwise control such pricing. This Agreement does not impose any minimum purchase, volume, or revenue commitment on Partner, and Partner is under no obligation to procure any minimum number of Qualified Seats.

3.3. **Use Restrictions.** Partner shall ensure that each End Customer's use of the OutboundSync Product is governed by the CSA and shall not make any representations, warranties, or commitments regarding the OutboundSync Product that are inconsistent with or exceed those set forth in the CSA, unless expressly authorized by OutboundSync in writing. Partner shall not, and shall not permit any End Customer or third party to, modify, reverse engineer, decompile, disassemble, or create derivative works of the OutboundSync Product, except to the extent expressly permitted by applicable law.

3.4. **Taxes.**

(a) All amounts payable under this Agreement are exclusive of all taxes, levies, duties, and governmental charges (collectively, "**Taxes**"), other than taxes on OutboundSync's net income. Partner is solely responsible for all Taxes arising from its resale of OutboundSync services to End Customers. Where OutboundSync is required to collect sales, use, or value-added tax on amounts invoiced to Partner, such Taxes will be itemized on the invoice and payable by Partner. Partner may provide a valid resale or exemption certificate to avoid the collection of the applicable Tax.

(b) If Partner is required by law to withhold any Tax from payments to OutboundSync, Partner shall withhold and remit the required amount, provide OutboundSync with evidence of payment, and gross up the payment so that OutboundSync receives the full amount otherwise due. Each Party is independently responsible for its own Tax filings, registrations, and remittances under applicable law, and the Parties shall reasonably cooperate in connection with any related Tax audit or inquiry.

4. TIER FRAMEWORK

Partner's Tier is determined by the number of concurrently Active Qualified Seats associated with Partner's account, as set forth in Exhibit A. OutboundSync's Tier determinations are final and binding.

5. CRM ACCESS AND COMMERCIAL CONFIGURATION

5.1. **End Customer Control.** Either Partner or End Customer may have access to the End Customer's CRM, as determined by the End Customer. End Customer controls its own systems and CRM access decisions. Partner shall not access an End Customer's CRM or systems unless the End Customer has granted such access, and only to the extent necessary to perform Partner Services, in compliance with applicable law, End Customer's policies, and any applicable agreements between the End Customer and Partner. Any such access is subject to Partner's data privacy and security obligations under Section 8. Upon termination or expiration of this Agreement, or upon revocation of access by the End Customer, Partner shall promptly cease all access to End Customer CRM systems undertaken in connection with the Program or the OutboundSync Product.

5.2. **Contracting Principle.** Under the Resale Model, Partner is the party of record billed by OutboundSync. This billing structure does not alter End Customer's control over its own systems and CRM access decisions.

5.3. **Commercial Configuration.** Partner is responsible for selecting and configuring subscription plans, seat assignments, and related commercial settings for End Customers within the OutboundSync Product. OutboundSync shall not be liable for any errors, omissions, or consequences arising from Partner's configuration choices, including plan selection, seat allocation, or billing parameters established by Partner on behalf of End Customers.

6. MARKETPLACE LISTING AND MARKETING PLACEMENT

6.1. **Listing Eligibility.** Partner becomes eligible for a listing in OutboundSync's Marketplace upon (a) approval for Program participation and (b) Serving Active Customers as defined in Section 1.19. Approval alone, without Serving Active Customers, does not entitle Partner to a Marketplace listing.

6.2. **Listing and Removal.** A Marketplace listing is a benefit of Program participation, not a contractual entitlement or property right. OutboundSync controls the Marketplace and may modify, reorder, update, or remove listings at its discretion, provided that removal based on Partner's failure to meet eligibility criteria or violation of Program requirements shall be governed by this Agreement.

- 6.3. **Listing Content.** Partner may provide OutboundSync with information for its Marketplace listing, including Partner's name, logo, service description, and website URL. Partner represents and warrants that all listing content is accurate, not misleading, and does not infringe third-party Intellectual Property rights. Partner shall promptly notify OutboundSync of any material change that would render its listing content inaccurate or misleading. OutboundSync retains editorial control over its own Marketplace and may override Partner-provided information at its discretion.
- 6.4. **Marketing Placement.** Tier-based marketing placement benefits (e.g. including blog posts, content co-marketing, featured site placement, payment terms, and more) are set forth in Exhibit A.
- 6.5. **License to Partner Content.** Partner grants OutboundSync a non-exclusive, royalty-free, worldwide license during the term of this Agreement to use, reproduce, display, and distribute Partner's name, logo, trademarks, and content submitted for its Marketplace listing, solely for purposes of operating the Marketplace and promoting the Program. Partner represents and warrants that it has all rights necessary to grant the foregoing license. This license terminates upon termination or expiration of this Agreement.

7. SUPPORT RESPONSIBILITIES

- 7.1. **OutboundSync Support Scope.** OutboundSync is responsible for providing support for:
- (a) OutboundSync Product and its standard documented functionality;
 - (b) platform availability, security incidents, and bug fixes within OutboundSync's reasonable control;
 - (c) general product documentation and standard support channels made available to users; and
 - (d) issues arising directly from OutboundSync's own infrastructure, code, or services.
- 7.2. **Partner Support Scope.** Partner shall maintain reasonable familiarity with the OutboundSync Product, and participate in any training or certification programs OutboundSync makes available. Partner is solely responsible for providing support to End Customers for:
- (a) Partner Services, including implementation decisions, consulting advice, campaign strategy and execution, revenue operations work, and training;
 - (b) third-party tools, platforms, and systems outside OutboundSync's Product, unless OutboundSync has separately and expressly agreed in writing to extend support in a specific instance;

- (c) outcomes, results, and performance claims associated with Partner Services; and
- (d) any configurations, customizations, or integrations implemented by Partner on behalf of End Customers.

7.3. **Escalation and Cooperation.** Where an End Customer issue falls within OutboundSync's support scope, Partner shall direct End Customers to OutboundSync's standard support channels. Partner may escalate issues on behalf of End Customers through such channels, provided that Partner accurately describes the issue and does not misrepresent the nature of the support request. Where a support issue reasonably spans both Parties' respective support responsibilities, each Party shall cooperate in good faith to diagnose and resolve the issue. Any dispute regarding whether an issue falls within OutboundSync's or Partner's support scope shall be determined by OutboundSync acting reasonably, and such determination shall be binding absent manifest error.

8. DATA PRIVACY AND SECURITY

8.1. **Separate Responsibilities.** Each Party is independently responsible for complying with all applicable privacy, data protection, and security laws and regulations with respect to Personal Data it processes in connection with this Agreement and Program participation. Nothing in this Agreement creates a joint controller or data processor relationship between the Parties unless separately agreed in a written data processing agreement.

8.2. **Partner Obligations.** Partner shall:

- (a) maintain appropriate and industry-standard administrative, technical, and physical safeguards designed to protect Personal Data and OutboundSync credentials from unauthorized access, disclosure, alteration, or destruction;
- (b) limit its access to and use of End Customer data, credentials, and any OutboundSync-related data to the performance of Partner Services and participation in the Program, and shall not use such data for profiling or any purpose not authorized by the applicable End Customer or this Agreement; provided that Partner may reference the results of Partner Services or use anonymized or aggregated data in its own marketing materials with the applicable End Customer's prior written consent. Partner shall maintain a publicly available privacy policy and appropriate contractual arrangements with End Customers regarding the handling of Personal Data;
- (c) promptly notify OutboundSync in writing upon becoming aware of any known or reasonably suspected unauthorized access, use, disclosure, or security incident relating to OutboundSync data, OutboundSync credentials, or any End Customer data that Partner processes in connection with OutboundSync usage, such notification to be

made as soon as reasonably practicable and in no event later than seventy-two (72) hours after Partner becomes aware of the incident. Partner shall promptly mitigate the effects of any such incident, preserve relevant evidence, and obtain OutboundSync's prior written consent before making any public statement referencing OutboundSync in connection therewith;

- (d) not sell, rent, license, or otherwise disclose Personal Data to third parties except as necessary to perform Partner Services with proper End Customer authorization or as required by applicable law. To the extent Partner transfers Personal Data across national borders in connection with this Agreement, Partner shall ensure that all such transfers comply with applicable data protection laws and are supported by appropriate transfer mechanisms;
- (e) reasonably cooperate with OutboundSync in connection with any data security incident or regulatory inquiry involving OutboundSync data or credentials. Upon OutboundSync's reasonable written request (not more than once annually, unless necessitated by a specific incident or inquiry), Partner shall provide written confirmation of its compliance with this Section 8.

8.3. Data Retention and Deletion. During the term of this Agreement, Partner shall retain Personal Data processed in connection with this Agreement only for so long as necessary to fulfill the purposes for which it was collected and in accordance with applicable data protection law. Upon expiration or termination of this Agreement, or upon OutboundSync's written request, Partner shall promptly delete or return (as directed by OutboundSync) any OutboundSync data, credentials, or End Customer data in Partner's possession that was accessed or retained in connection with Program participation, to the extent technically and legally permissible.

9. CONFIDENTIALITY

- 9.1. "**Confidential Information**" means any non-public information disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement or the Program, in any form, that is marked or reasonably should be understood to be confidential, including business plans, pricing, customer lists, technical data, product roadmaps, financial information, and the terms of this Agreement.
- 9.2. **Exclusions.** Confidential Information excludes information that (a) becomes public through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party without restriction before disclosure; (c) is lawfully received from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

- 9.3. **Obligations.** The Receiving Party will protect the Disclosing Party's Confidential Information using at least reasonable care, will use it only to perform or exercise rights under this Agreement, and will disclose it only to its employees, contractors, and professional advisors who have a need to know and are subject to confidentiality obligations no less protective than this Section 9. The Receiving Party is responsible for breaches by such persons.
- 9.4. **Compelled Disclosure.** If the Receiving Party is required by law or legal process to disclose Confidential Information, it will, to the extent legally permitted, give the Disclosing Party prompt prior written notice, disclose only what is legally required, and use commercially reasonable efforts to obtain confidential treatment.
- 9.5. **Duration.** These obligations survive for three (3) years after termination or expiration, except that trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

10. INTELLECTUAL PROPERTY

- 10.1. **License.** Subject to this Agreement, OutboundSync grants Partner a limited, non-exclusive, non-transferable, revocable license to use OutboundSync's Marks during the term of this Agreement solely to identify Partner as a Program participant and for approved marketing and promotional activities related to Partner Services. All use of OutboundSync's Marks must conform to OutboundSync's then-current brand guidelines as made available to Partner. Partner shall not:
- (a) use OutboundSync's Marks in any manner that is misleading, that implies endorsement, sponsorship, or certification by OutboundSync beyond what OutboundSync has expressly authorized, or that is inconsistent with Partner's then-current Tier or Program status;
 - (b) modify, distort, or create derivative works of OutboundSync's Marks;
 - (c) incorporate OutboundSync's Marks into Partner's own company name, product name, domain name, social media handle, or similar identifier; or
 - (d) register or attempt to register any Intellectual Property right, domain, or account incorporating OutboundSync's Marks.
- 10.2. **Ownership.** Each Party retains all right, title, and interest in and to its own pre-existing Intellectual Property, and nothing in this Agreement transfers or assigns any ownership interest in either Party's Intellectual Property to the other Party. For the avoidance of doubt, OutboundSync retains all right, title, and interest in and to the OutboundSync Product, the Marks, and all related technology, documentation, and derivative works thereof, and Partner retains all right, title, and interest in and to Partner Services and Partner's pre-existing Intellectual Property.

11. TERM AND TERMINATION

11.1. **Term.** This Agreement commences on the Effective Date and continues until terminated by either Party in accordance with this Section 11.

11.2. **Termination for Convenience.** Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

11.3. **Termination for Cause by OutboundSync.** OutboundSync may terminate this Agreement immediately upon written notice to Partner if:

- (a) Partner commits an act constituting Cause, as defined in Section 1.2; or
- (b) Partner becomes insolvent, makes a general assignment for the benefit of creditors, or becomes the subject of bankruptcy or insolvency proceedings not dismissed within sixty (60) days.

11.4. **Termination for Cause by Partner.** Partner may terminate this Agreement if OutboundSync materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Partner specifying the nature of the breach.

11.5. **Suspension and Program Removal.** In addition to full termination rights, OutboundSync reserves the right to suspend Partner's Program participation or remove Partner from the Program (including removal from the Marketplace) without terminating this Agreement where OutboundSync has a reasonable basis to believe that Partner has engaged in conduct constituting or likely to constitute Cause, or conduct that otherwise poses a risk to OutboundSync, End Customers, or third parties. OutboundSync will notify Partner of any suspension and provide Partner with a reasonable opportunity to respond, except where immediate action is required. During any period of suspension, Partner's eligibility to receive Discounts on new Seats is suspended, but Discounts for Qualified Seats that were properly associated with Partner prior to the date of suspension and that remain Active without interruption shall continue to accrue at the applicable locked Discount rate. Suspension does not by itself constitute termination of this Agreement.

11.6. Post-Termination Effects.

11.6.1. **Continued Discounts.** Partner will continue to receive the applicable locked Discount rate for each Qualified Seat properly associated with Partner prior to the effective date of termination or expiration (each, a "**Pre-Termination Qualified Seat**") for so long as such Seat remains Active without interruption. If OutboundSync terminates this Agreement for Cause under Section 11.3(a), OutboundSync may, effective as of the termination date, discontinue all future Discounts, including for Pre-Termination Qualified Seats.

11.6.2. **No Post-Termination New Seats.** No new Qualified Seats shall be added under Partner's account, and no Discount shall accrue on any Seat first associated with Partner following the effective date of termination or removal from the Program.

11.6.3. **Brand and Listing Removal.** All licenses to use OutboundSync's Marks are immediately revoked upon termination, and Partner must promptly remove all OutboundSync branding, badge designations, and Program references from its website, marketing materials, and other public-facing materials. Partner's Marketplace listing is removed, and Partner must cease representing itself as a Program participant.

11.6.4. **Data Obligations.** Section 8.3 (Data Retention and Deletion) obligations take effect immediately upon termination.

11.7. **Survival.** Sections 1, 8, 9, 10, 11, 12, 13, 14, and 15 survive termination or expiration of this Agreement.

12. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

12.1. **Mutual Representations.** Each Party represents and warrants that (a) it has full legal authority to enter into and perform this Agreement; (b) the person accepting this Agreement on behalf of an entity has authority to bind that entity; and (c) its performance under this Agreement does not and will not violate any applicable law or third-party obligation.

12.2. **Partner Representations.** Partner represents and warrants that, as of acceptance, Partner is Serving Active Customers (or has a bona fide intention to do so), all information Partner provides to OutboundSync in connection with the Program is accurate and not misleading, and Partner will perform Partner Services professionally and competently and in compliance with all applicable laws and regulations, including anti-spam, consumer protection, advertising disclosure, and data protection.

12.3. **Disclaimer.** OUTBOUNDSYNC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, THE MARKETPLACE, OR OUTBOUNDSYNC'S PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (b) EXCEPT FOR PARTNER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14.1, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (i) THE TOTAL DISCOUNTS APPLIED TO INVOICES ISSUED TO PARTNER BY OUTBOUNDSYNC IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE THOUSAND DOLLARS (USD \$1,000).

14. INDEMNIFICATION

- 14.1. **Partner Indemnification.** Partner shall defend, indemnify, and hold harmless OutboundSync and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Partner's participation in the Program, including Partner's Marketplace listing and any related promotional activities; (b) Partner Services provided to End Customers; (c) Partner's breach of this Agreement; (d) Partner's negligence or willful misconduct; (e) Partner's violation of applicable law; (f) any claim by an End Customer or third party arising from Partner's representations, promises, or guarantees not authorized by this Agreement; or (g) any claim that Partner's content, materials, trademarks, or other Intellectual Property (including as displayed in Partner's Marketplace listing) infringes or misappropriates any third party's Intellectual Property rights.
- 14.2. **OutboundSync Indemnification.** OutboundSync shall defend, indemnify, and hold harmless Partner and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent a third-party claim is brought against Partner alleging that the OutboundSync Product, as provided by OutboundSync and used by Partner or End Customer in accordance with this Agreement and the CSA, directly infringes Intellectual Property rights of a third party (an "**IP Claim**"). OutboundSync's obligations under this Section shall not apply to the extent any IP Claim arises from or relates to: (a) modifications to the OutboundSync Product not made by or on behalf of OutboundSync; (b) Partner's or End Customer's combination of the OutboundSync Product with any third-party product, service, data, or technology not provided or specified by OutboundSync; (c) use of the OutboundSync Product other than in accordance with the CSA and applicable documentation; (d) Partner's continued use after OutboundSync has provided a non-infringing alternative or modification; or (e) any Partner Services, Partner content, Partner's Marketplace listing content, or Partner Intellectual Property. If the OutboundSync Product becomes, or in OutboundSync's reasonable opinion is likely to become, the subject of an IP Claim, OutboundSync may, at its sole option and expense: (i) procure for Partner and End Customer the right to

continue using the OutboundSync Product; or (ii) modify or replace the OutboundSync Product to make it non-infringing without material diminution in functionality. This Section states OutboundSync's sole and exclusive liability, and Partner's sole and exclusive remedy, with respect to any IP Claim.

14.3.Procedure. The indemnified Party shall (a) promptly notify the indemnifying Party in writing of any claim for which indemnification is sought (provided that failure to give timely notice shall only relieve the indemnifying Party to the extent it is materially prejudiced thereby); (b) grant the indemnifying Party sole control of the defense and settlement of such claim; and (c) provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party shall not settle any claim in a manner that imposes any liability, obligation, or restriction on the indemnified Party without the indemnified Party's prior written consent, not to be unreasonably withheld.

15. GENERAL PROVISIONS

15.1. Insurance. Partner shall obtain and maintain, at its own expense, insurance coverage of the types and in the amounts customary for businesses providing services similar to the Partner Services, including professional liability (errors and omissions) and cyber liability coverage. Upon OutboundSync's reasonable written request, Partner shall provide certificates of insurance evidencing such coverage.

15.2. Governing Law; Dispute Resolution. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. The Parties agree that any dispute arising out of or relating to this Agreement will be brought exclusively in the state or federal courts located in San Mateo County, California, and each Party consents to personal jurisdiction and venue in those courts. The Parties may attempt in good faith to resolve any dispute informally before filing suit.

15.3. Modifications to Agreement. OutboundSync may update or modify this Agreement at any time by providing Partner with at least thirty (30) days' prior written notice (which may be provided by email or other agreed written channel). Partner's continued participation in the Program after the effective date of any modification constitutes acceptance of the modified terms. If Partner does not agree to a modification, Partner may terminate this Agreement pursuant to Section 11.2 prior to the modification's effective date.

15.4. Modifications to Exhibit A. OutboundSync may update the Discount rates, tier thresholds, or other terms set forth in Exhibit A from time to time at its sole discretion, with such updates taking effect as of the date indicated on the revised Exhibit A. Such modifications do not affect locked Discount rates for existing Qualified Seats already associated with Partner prior to the effective date of the modification.

- 15.5. **Assignment.** Partner may not assign, delegate, or transfer this Agreement or any of its rights or obligations hereunder without OutboundSync's prior written consent. OutboundSync may freely assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void.
- 15.6. **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings, except that a validly executed written agreement that expressly supersedes this Agreement controls to the extent of any conflict specified therein.
- 15.7. **Export Controls and Sanctions.** Each Party will comply with applicable export control and sanctions laws (including U.S. laws and OFAC). Partner represents that it is not in, organized under, or a resident of a comprehensively sanctioned jurisdiction, not on any U.S. restricted party list, and not owned or controlled by any such person, and Partner will not make the OutboundSync Product or related technical data available in violation of such laws.
- 15.8. **Anti-Corruption.** Each Party represents, warrants, and covenants that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and, to the extent applicable, the UK Bribery Act 2010.
- 15.9. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 15.10. **Waiver.** No waiver of any term or condition of this Agreement shall be effective unless in writing signed by the waiving Party. No waiver shall constitute a waiver of any subsequent breach.
- 15.11. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 15.12. **Notices.** Notices required under this Agreement shall be delivered in writing by email to service@outboundsync.com (for notices to OutboundSync) and to the email address provided by Partner, or by courier or certified mail to the addresses designated by each Party in writing. Notices are effective upon confirmed receipt.
- 15.13. **Electronic Acceptance.** This Agreement may be accepted electronically, and such electronic acceptance has the same legal effect as a physical signature.

EXHIBIT A

This Exhibit sets forth the current commercial terms of the Program, including tier thresholds and Program benefits. OutboundSync may update this Exhibit in accordance with Section 15.4 of the Agreement.

A.1. TIER TABLE

| Tier | Min. Active Qualified Seats | Marketplace Listing | Marketing Placement | Badge | Invoice Payment terms |
|----------|-----------------------------|---------------------|--|---------------|----------------------------------|
| Unlisted | 0 | Not eligible | None | None | N/A |
| Untiered | 1-2 | Full listing | None | General badge | Due upon receipt |
| Bronze | 3-5 | Full listing | Blog post | Bronze badge | Due upon receipt |
| Silver | 6-9 | Full listing | Blog post + Content co-marketing | Silver badge | Eligible for Net 15 upon request |
| Gold | 10+ | Full listing | Blog post + Content co-marketing + Featured site placement | Gold badge | Eligible for Net 30 upon request |

A.2. TIER CHANGES

A.2.1. Upgrades. Partner's Tier will be upgraded when Partner meets the applicable Seat threshold for a higher Tier.

A.2.2. Downgrades. OutboundSync will evaluate Partner's Tier eligibility at the end of each calendar quarter. If Partner falls below the minimum threshold for its then-current Tier, Partner

will have a thirty (30) day grace period (the "**Grace Period**") to restore the required Seat count. If the required count is not restored by the end of the Grace Period, Partner will be downgraded to the appropriate lower Tier (or Unlisted, as applicable) on the next billing cycle.

A.2.4. Untiered Status. If Partner is Untiered, Partner is eligible for a Discount as agreed upon. Partner may retain a basic program listing (if any) and may use the general Partner program badge as set forth in Section 10 of the Agreement.

A.3. RESALE PRICING AND PAYMENT

A.3.1. Discount Application. The applicable Discount is applied to the standard list price for each Active Seat before any invoice is issued to Partner. Once locked at the time a Seat first becomes a paid Qualified Seat, the Discount rate remains fixed for so long as that Seat remains continuously Active. If a Seat becomes inactive and is later reactivated, it is treated as a new Seat, and the then-current Discount applies.

A.3.2. Payment Terms. Invoices issued by OutboundSync to Partner under the resale billing arrangement for Qualified Seats are issued monthly and are due upon receipt, unless otherwise agreed. All amounts are in USD unless otherwise agreed, and are net of refunds, chargebacks, and disputed amounts.

A.3.3. No Commissions. No commission, revenue share, or referral credit is payable under this Agreement. The Discount is the sole form of economic benefit provided to Partner.