

Pax8 Partner Program Commissioned Products Addendum

This Commissioned Products Addendum (this “Addendum”) forms a legally binding agreement between the Pax8 Partner listed below (“Partner”) and Pax8, Inc. (“Pax8”), a Delaware corporation with its principal offices at 5500 S. Quebec Street, Suite 350, Greenwood Village, Colorado 80111 (collectively, the “Parties”). If you are an individual entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority to bind that entity to this Agreement.

This Addendum incorporates by reference the Pax8 Partner Agreement previously entered into by the Parties (“Partner Agreement”). In the event of any conflict between the terms of the Partner Agreement and the terms of this Addendum, this Addendum governs with respect to the subject matter hereof.

1. Definitions

- 1.1. “Affiliate” means any person or entity which directly or indirectly controls, or is controlled by, or is under common control with, a party. The term “control” as used herein shall mean the possession of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of a majority of the outstanding voting rights, by contract or otherwise.
 - 1.2. “Commissioned Products” are a subset of Pax8 Products for which: (i) Vendor bills the Customer directly pursuant to a service agreement; (ii) Vendor pays Pax8 or Service Affiliate a commission; (iii) Pax8 or Service Affiliate pays Partner a commission; and (iv) Vendor provides technical support directly to the Customer.
 - 1.3. “Customer” is a company or other entity that: (i) purchases or may purchase Pax8 Products for its own internal use; and (ii) is referred by Partner to Pax8, a Service Affiliate, or a Vendor. “Customer” includes both a company and its individual end users.
 - 1.4. “Customer Data” means information about Partner’s Customers.
 - 1.5. “Pax8 Portal” is the technology platform developed by Pax8 for the ordering, provisioning, managing, and billing of Pax8 Products.
 - 1.6. “Pax8 Products” are technology products and services: 1) sold by Pax8 through the Pax8 Portal; or 2) sold by Vendors to Customers via a referral and commission arrangement with Pax8 or a Service Affiliate. The current list of Pax8 Products and product descriptions are available in the Pax8 Portal.
 - 1.7. “Service Affiliate” means a Pax8 Affiliate designated by Pax8 to provide payment and support services to Partner and its Customers, including: (i) providing sales support to Partner and Customers; (ii) paying Partner commissions.
2. **Appointment.** Under the terms and subject to the conditions set forth herein, Pax8 hereby appoints Partner as an independent contractor for the purpose of marketing Commissioned Products to Customers and referring Customers to Pax8 and its Service Affiliates and Vendors, and Partner hereby accepts such appointment. Partner has no authority to bind Pax8 under any circumstance.
 3. **Service Affiliate.** Pax8 may designate a Service Affiliate to provide one or more of the following services. Pax8 will perform these services to the extent it does not appoint a Service Affiliate.
 - 3.1. Quoting and Ordering Assistance. Service Affiliate will work with Partner and Vendors to develop quotes for Commissioned Products and facilitate ordering.
 - 3.2. Payments. Service Affiliate will pay Partner commissions, as provided in Section 4 (Compensation).

4. Compensation.

- 4.1. Commissions. Pax8 or Service Affiliate will pay Partner a monthly commission on the Monthly Commissionable Revenue (as defined below) generated by Partner's Customers in accordance with the then-current version of the Pax8 Commission Schedule ("Commissions").
- 4.2. Monthly Commissionable Revenue. "Monthly Commissionable Revenue" means the total commission or monthly recurring revenue received by Pax8 or Service Affiliate, as applicable, that is attributable to business referred by Partner. Once a referral by Partner results in the sale to a Customer of a Pax8 Product from a given Vendor, all commissions and/or recurring revenue associated with such Customer's subscriptions with that Vendor ("Commissionable Subscriptions"), including additions and renewals, is considered attributable to Partner. Monthly Commissionable Revenue does not include any one-time charges such as migration fees or professional services fees, unless specified otherwise in the commission schedule.
- 4.3. Changes. Pax8 or Service Affiliate may change the commission schedule at any time, with 15 days' advance written notice to Partner. Such changes shall apply only to sales that occur after the date of the change; they will not affect commission rates for Partner's existing Commissionable Subscriptions. Notwithstanding the foregoing, Pax8 or Service Affiliate reserves the right to change commission rates for existing Commissionable Subscriptions if the applicable Vendor makes a change that has the effect of reducing Pax8's commission or margin with respect to such subscriptions.
- 4.4. Commission Payments. Commissions will be paid to Partner no later than the calendar month following Pax8's or Service Affiliate's receipt of a gross commission payment from the Vendor, provided that such payment is received by Pax8 or Service Affiliate on or before the 20th of the month. If payment is received after the 20th of the month, Commissions will be paid to Partner no later than the second calendar month following receipt of payment. Notwithstanding anything in this Agreement to the contrary, commission payments to Partner are contingent on Pax8's or Service Affiliate's receipt of payment from the Vendor.
- 4.5. Refunds; Chargebacks. For any amount collected from Customers but credited after the commission payment has been remitted to Partner, Pax8 or Service Affiliate may charge back or set off from future commission payments the amount of the credit.
- 4.6. Disputes. Partner may dispute the accuracy of a commission statement or commission payment within 120 calendar days of the statement or payment.
5. **Use of Customer Data**. By accepting this Agreement, Partner authorizes Pax8 to use certain Customer Data associated with Partner's account in the Pax8 Portal, and/or provided by Partner or Customer in association with an expression of interest in Commissioned Products, for the purpose of providing product recommendations, price quotes, and facilitating sales between Customer and Vendors. Partner understands and agrees that this may involve sharing Customer Data with a Service Affiliate. Service Affiliate's use of such Customer Data shall be restricted to use for the purpose of facilitating the sale of Commissioned Products under this Agreement.
6. **Representations and Warranties**. Partner represents and warrants that it has the right to authorize this use of Customer Data and has obtained any required permissions.
7. **Indemnification**. Partner agrees to indemnify, defend and hold harmless Pax8 and its Affiliates and Vendors and from and against any actual or threatened third-party claim arising out of or in connection with the use of Customer Data in accordance with this Agreement.
8. **DISCLAIMER OF WARRANTIES**. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. PAX8 EXPRESSLY DISCLAIMS ALL

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

- 9. LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, PAX8'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO PAX8 BY PARTNER UNDER THE PARTNER AGREEMENT DURING THE TWO MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL PAX8 BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE DATA SERVICES OR THIS AGREEMENT, EVEN IF PAX8 HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. Governing Law.** This Addendum shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to the choice of law provisions thereof. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in Colorado.
- 11. Miscellaneous.** This Addendum may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Addendum. This Addendum may not be changed, modified or terminated orally, but only by an agreement in writing signed by the Parties. All notices and other communications concerning this Addendum shall be given or made in writing at the address as shall be designated by such party in a notice to the other party. All such communications shall be deemed to have been duly given when transmitted by electronic transmission or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid. The terms of this Addendum will bind and benefit the legal representatives, successors and assigns of the parties; provided, however, that Partner may not assign any of its rights or obligations under this Addendum without the written consent of Pax8.