

FABZING PARTNER PROGRAM AGREEMENT

Last Modified: 18/11/2022

This is a contract between you (the "Partner") and us ("FabZing").

It describes how we will work together and other aspects of our business relationship.

This document applies to your participation in our Partner Program (the "Program"). By participating in our Program, you are agreeing to these terms.

We periodically update these terms, in which case we will let you know via our website and/or with a notice by email. If you don't agree to the update, you can choose to terminate as we describe below.

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this FabZing Partner Program Agreement and all materials referred or linked to in here.

"Capacity Limit" means the aggregate number of prospect domains that you are permitted to have registered at any given time according to the Program Policies that apply to you.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, which is designated as confidential. Whether or not marked or designated as confidential, Confidential Information shall include all information concerning: (a) Disclosing Party's customer and prospect information, including Customer Data and Customer Materials, as defined in the Customer Terms of Service (b) Disclosing Party's past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research and development materials.

Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

"Customer Terms of Service" means those terms and conditions, as modified from time to time, located at www.fabzing.com/documents, or other URL that FabZing will notify in writing.

"End User" means the authorized actual user of the FabZing Products or the party on whose behalf you use the FabZing Products.

"End User Data" means all information that the End User submits or collects via the FabZing Products and all materials that End User provides or posts, uploads, inputs or submits for public display through the FabZing Products.

"FabZing Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into FabZing Products and all of our other services.

"FabZing Products" means both the Subscription Service and Other Products.

"Legitimate Prospect" means a contact, tied to a domain and/or business entity, with which you have established a demonstrable business relationship and who you are actively approaching and are engaging with in a pursuit of a sale.

"Net Revenue" means the initial fee, any renewal fees, and any upgrade or downgrade fees that are actually paid to us by an End User or by Partner for an End User for the Subscription Service. Net

Revenue shall: (i) be calculated net of any discounts, taxes payable and subsequent refunds not due to a contract breach by FabZing, and (ii) shall exclude any implementation, customization, training, consulting or other professional services, or fees for third-party products or services, unless it is otherwise agreed in writing for single projects.

“Other Products” means those products and services that we offer, which are not included in the Subscription Service. For the purposes of this Agreement, Other Products include any implementation, migration, customization, training, consulting, additional support or other professional services provided by FabZing, or fees for third-party products or services, unless it is otherwise agreed in writing for single projects.

“Qualified Transactions” means those transactions that are eligible for a Revenue Share pursuant to the “Qualified Transactions” section of this Agreement.

“Program Policies” means the policies applicable to you which we have published at www.fabzing.com/documents, or other URL that FabZing will notify in writing.

“Partner Revenue Share” means an amount equal to **fifteen percent (15%)** of Net Revenue paid to us by an End User or Partner for a Qualified Transaction for **twenty-month (24) months** after the start date of the subscription to the Subscription Service associated with the Qualified Transaction; unless the service and/or support provided by the Partner to a specific End User is instrumental to such End User requiring or renewing a Subscription Service, in which case FabZing may unilaterally decide to keep paying the Partner Revenue Share after the end of the aforementioned period.

“Subscription Service” means our web-based software that is subscribed to, and developed, operated, and maintained by us, whether it is deployed on FabZing Server, or otherwise, and any add-on products that are included with such software, but excluding all Other Products. For avoidance of doubt, unless otherwise agreed in writing for specific projects, add-on products alone will not be considered Subscription Services.

“User Permissions” means the authorization given to users within a FabZing-maintained portal that enables them to access specific resources, such as data and applications.

“We”, “us”, “our”, and “FabZing” means FABZING PRODUCTIONS PTY LTD, a company registered in Queensland, Australia, with ACN 133 613 037; however, we reserve the right to transfer and/or assign our rights and obligations under this agreement to any company of our group, that is any company that is either controlling or controlled by FabZing, or a company that is controlling or controlled by a company controlling or controlled by FabZing.

“You” and “Partner” means the party, other than FabZing, entering into this Agreement and participating in the Program.

2. Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

3. Qualified Transactions

a. Partner Rights and Obligations. We grant you, subject to the limitations set forth below, a non-transferable, non-exclusive right to: (i) demonstrate and promote the FabZing Products to your prospects and customers, and (ii) to provide End Users access to use the FabZing Products in accordance with this Agreement and the **Customer Terms of Service**, provided that End Users agreed to the Customer Terms of Service. At our discretion, we will provide limited sales support to you, such as occasional participation on a call with you and a prospect.

b. Compliance with Program Policies. You will comply with the terms and conditions of this Agreement at all times. Failure to comply with the **Partner Program Policies** may result in termination of this Agreement in accordance with the "Termination" section of this Agreement or in accordance with any other termination right we may have.

c. Program Limits. Your **Capacity Limit** for your registrations are determined by your partnership level:

Nirvana: 500 domains

Platinum: 250 domains

Diamond: 120 domains

Gold: 60 domains

Silver: 20 domains

Capacity levels are subject to change at our discretion; changes will be communicated by publishing updated policies on our website. Any prospect registered in excess of your applicable Capacity Limit will not be considered valid as per Section 3.e. of this Agreement. It is your responsibility as Partner to maintain the number of registrations within your Capacity Limit. Failure to do so may result in your suspension as Partner and/or the suspension of any payments due to you under this Agreement.

d. Other Eligibility Requirements. To be eligible for a Revenue Share, a prospect must first be registered, accepted and valid in accordance with the 'Submission, Acceptance and Validity' or the 'Shared Leads' section. You are not eligible to receive a Revenue Share or any other compensation from us based on transactions for Other Products, based on transactions with a FabZing Lead (as defined below) or if: (i) such compensation is disallowed or limited by laws or regulation in our or in your jurisdiction; (ii) the applicable End User objects to or prohibits such compensation or excludes such compensation from its payments to us or our Affiliates; (iii) we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us with respect to a given transaction; (iv) the End User has paid or will pay such commissions, referral fees, or other compensation directly to you; (v) the End User participates in this Program, or (vi) for any transactions with End User that precede in time to you becoming a Partner in this Program under this Agreement. In competitive situations with other Partners, we may elect to provide the Revenue Share to the partner that actually secures the business with the End User, which may result in you being ineligible for Revenue Share, regardless of whether or not you registered the prospect. We may terminate this Agreement and/or discontinue Revenue Share payment(s) should you fail to meet any of the eligibility criteria set forth in this subsection of the Agreement or as outlined in the Program Policies at any time.

e. Submission, Acceptance and Validity of Prospects. You must register each prospect with us using the tools indicated in the **Program Policies** to the close of a Qualified Transaction. To register a prospect, you must provide at least the following information about each prospect: contact first name, contact last name, position, email, URL and company name. We generally will accept a prospect who, in our reasonable determination: (i) is a new potential customer of ours; (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, involved in our active sales process, or your Affiliate; (iii) is a Legitimate Prospect whose contact information was legally obtained.

Notwithstanding the foregoing, we may choose not to accept a prospect, in our reasonable discretion. We may choose to do so at the time of your registration submission, or we may deregister and reject a prospect if we determine a prospect does not meet the criteria outlined in this Section 3.e. at any point after submission, even in cases where it was initially accepted.

A prospect is not considered valid: (i) if it is not registered, (ii) if it is not accepted, (iii) if it is expired, (iv) if it exceeds the registered capacity limits or other applicable limits, or (v) after this Agreement is expired or terminated.

A prospect is considered expired if it does purchase a Subscription Service within a certain number of days from the day it was registered, as indicated in the **Program Policies**.

Once the valid prospect is ready to purchase, we will, at our discretion, accept an order and provision the Subscription Service for the End User in order to complete a Qualified Transaction.

If a prospect does not purchase the Subscription Service before its registration expires, you will need to complete the registration process again in order to re-qualify for Revenue Share for that prospect. Please note that you must have a written and readily available privacy policy and you certify that you are providing the prospect's information to us in accordance with not only all applicable laws and regulation but also in accordance with your own privacy policy.

f. FabZing Leads. We may choose to introduce you to, or send you information on, a prospect of ours when we identify that such prospect may have a need for the services you offer (each, a "FabZing Lead"). We can do the same for other partners of ours, even if it is for the same FabZing Lead. You may use the information about the FabZing Lead provided only to market and sell your services to them and not for any other purpose (unless the FabZing Lead otherwise consents). Immediately upon our or the FabZing Lead's request, you will promptly discontinue all use of and delete the FabZing Lead's information. FabZing Leads are considered our Confidential Information and shall be treated in accordance with the 'Confidentiality' section below.

g. Shared Leads. If we decide to participate in the same sales process as you and this results in the sale of the Subscription Service to a prospect that would have otherwise not been valid based on it (i) not being registered, (ii) not being accepted, (iii) being expired, or (iv) exceeding the registered capacity limits or other applicable limits, (each, a "Shared Lead"), then we may in our discretion, determine that Shared Lead will be considered a registered, accepted and valid prospect for the purposes of the 'Eligibility' section above.

h. Engagement with Prospects and End Users. We may engage with a prospect, lead or End User directly (i) to complete the subscription process, (ii) to fulfil or enforce our obligations under an agreement with such prospect, (iii) to provide support, (iv) to conduct our standard marketing and sales activities with prospects; (v) in connection with the Optional Programs, or (vi) as otherwise permitted by this Agreement.

If and when we do engage, we may choose how to engage with each prospect and may request that you collaborate with us in the engagement. Upon our request, you will provide us with the name and contact information of the prospect and facilitate an introduction. If a prospect is not valid then we may choose to maintain it in our database and we may choose to engage with such a prospect. If we request, you will facilitate our participation on calls with you and various End User(s). We may request to participate on these calls to help to ensure the quality of your service delivery and for the purposes of managing the Program.

In a resulting Qualified Transaction, (i) the End User will contract directly with us for provision of the FabZing Products, or (ii) you will place order(s) and contract with FabZing in your own capacity for the FabZing Products with us, specifying the terms of the FabZing Products ordered and providing information about the End User as we may request. In the case of (ii) herein, where possible, and the prospect is considered registered, accepted and valid for the purposes of this Section 3., you will ensure that your agreement with the End User incorporates our Customer Terms of Service or contains those provisions set forth in our Customer Terms of Service. If you purchase on behalf of an End User, you agree to be responsible for the order placed and to guarantee payment of all fees. Additionally, such subscription may be used only for the End User for which it was originally purchased, and it may not be repurposed for or reassigned to an alternate End User without our prior written consent.

Regardless of the method of purchase and which party is the contracting entity as established by the order, we require each End User to agree to the Customer Terms of Service when using the portal.

You will take all reasonable steps to ensure that End Users do not use the FabZing Products in violation of the Customer Terms of Service. If you discover or have reason to believe that any End User is making use of the FabZing Products in violation of the Customer Terms of Service, then you will immediately notify us in writing.

4. Revenue Share and Payment.

a. Requirements for Payment; Forfeiture. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the partner tools tab in your portal), fulfilled all eligibility requirements to be a Partner under this Agreement and are in compliance with this Agreement; (ii) provided us with all of your account information, including your bank information; and (iii) submitted to us all the necessary and valid tax documents and the documents have been approved. Please see the Program Policies for the applicable list of documents that need to be submitted to us and the required method of delivery. In order for you to receive the Revenue Share you must have submitted the required documentation set out in this section no later than thirty (30) days after the end of any given fiscal quarter. If we have not received such documentation within this timeframe, we will not process the Revenue Share payment until the next fiscal quarter payment date for applicable Qualified Transactions.

All payments by FabZing will be made by bank transfer and it is your responsibility to ensure that you have provided us with the most up-to-date and correct bank information to facilitate the transfer. We will not issue payment by any other means. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) if any of the requirements set forth in this section, Section 4. a., remain outstanding for six (6) months immediately following the close of a Qualified Transaction, or (ii) we have attempted to pay you a Revenue Share for a Qualified Transaction by bank transfer, and the attempt was unsuccessful (as confirmed by bank notice), to no fault of our own; and (iii) we reached out to either the Primary Contact, Billing Contact or Decision Maker Contact on your account (all of which you can update in app) to obtain the necessary information and have not received a response; and (iv) six (6) months has passed since the date of the initial, failed bank transfer described herein, then your right to receive Revenue Share arising from any and all Qualified Transactions(s) with the associated End User will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Revenue Share associated with a Forfeited Transaction.

Once you comply with all of the requirements in this Section 4 then you will be eligible to receive Revenue Share on Qualified Transactions, as long as these Qualified Transactions do not involve the same End User associated with a Forfeited Transaction.

b. Revenue Share Payment. We, or one of our Affiliates, will pay the Revenue Share amount due to you within 30 (thirty) days after the end of each fiscal quarter in an amount equal to the Net Revenue we recognize as revenue from Qualified Transactions during such quarter, multiplied by the Revenue Share percentage. Pre-payment in full by an End User for an annual commitment will be recognized by us as revenue quarterly on a pro-rata basis for the length of time the Subscription Service was provided during each quarter during the annual term, and you will receive the Revenue Share on that same quarterly pro-rata basis. We will determine the currency in which we pay the Revenue Share, as well as the applicable conversion rate. The currency in which the Revenue Share is paid in may be different from the currency that applies to the Qualified Transaction. We will not pay more than one Revenue Share or other similar referral fee on any given partner sale (unless we choose to in our discretion). In order to keep the bank transfer costs within reasonable limits, we may withhold the Revenue Share payment until the Revenue Share amount that we owe you is above \$500 USD.

c. Taxes. You are responsible for payment of all taxes applicable to the Revenue Share. You will be assessed sales tax unless you provide us with a valid reseller certificate that indicates tax should not be applied to the Revenue Share amount. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.

d. Payment Obligations. In the event you placed the order and contracted with us directly for an End User, for payments made by credit card, you will provide us with your valid and updated credit card information or bank account information for the payment of FabZing Products fees. You authorize us and our Affiliates to charge your credit card or bank account for all fees payable. You also authorize us and our Affiliates to use a third party to process payments, and consent to the disclosure of your payment information to such third party. For payments made by invoice, all amounts invoiced are due and payable within thirty (30) days from the date of the invoice. In the event you placed the order with

us for an End User, if you do not pay fees due for an End User's account within ten (10) days after notice of non-payment from us or our Affiliate, we may suspend the FabZing Products while any payment is delinquent and may charge a re-activation fee to reinstate any FabZing Products. We may also terminate or suspend the End User's access to the FabZing Products and/or to initiate direct communication with the End User. Notwithstanding the expiration or earlier termination of this Agreement, you remain obligated to pay all fees due for our provision of the FabZing Products to End Users in connection with an order placed with us by you for an End User. If you placed the order with us for an End User and/or contracted with us on their behalf, you will have sole responsibility for invoicing and collecting fees for the FabZing Products from the End User. Your obligation to pay fees to us is not conditioned upon your receipt of payment from the End User.

5. Training and Support

a. Training and Support. We may make available to you, without charge, various webinars and other resources made available as part of our Program. We may also make available to you a Partner Toolset, accessible through your FabZing portal. We may change or discontinue any or all parts of the Partner Toolset, and any other Program benefits or offerings at any time without notice.

b. End User Training and Support. We may communicate directly with any End User about use of the FabZing Products and any support issues experienced.

c. FabZing Demo Account. If we make a FabZing Demo Account available to you, then you will use the FabZing Demo Account solely for your own education, demonstration and evaluation purposes. You are not permitted to use it for any other purpose. You will not lease, distribute, license, sell or otherwise commercially exploit the FabZing Demo Account. You will not use any End User data or Customer Data (as defined in the Customer Terms of Service) with the FabZing Demo Account. You can only use your own data (data and information that you specifically own), or the synthetic data provided to you for demonstration purposes by FabZing. You will not exceed the contact limits provided for you in the FabZing Demo Account and will utilize a reasonable number of objects in your use of the FabZing Demo Account. The Customer Terms of Service apply to your use of the FabZing Demo Account. As indicated in the Customer Terms of Service, you will comply with our **Acceptable Use Policy** with respect to your use of the FabZing Demo Account. We reserve the right to suspend, modify, or discontinue any or all part of the FabZing Demo Account at any time without prior notice to you. In the event of a conflict between the terms that apply to the FabZing Demo Account as specified in this Agreement and the Customer Terms of Service, the terms of this Agreement shall control.

6. Optional Partner Programs

We may from time to time offer you optional tools, beta testing programs or partner promotions (the "Optional Programs"). If you choose to use any Optional Programs, you grant us all rights and permissions to take all actions reasonably necessary to effectuate the purpose of the Optional Programs. If the Optional Programs include our making certain promotions available to our partners, you will: (i) market and promote the promotion only to your registered and valid prospects, (ii) only market and promote the promotion individually within a distinct sales process, and not engage in any form of mass marketing of the promotion, and (iii) will follow all the other terms and criteria applicable to that specific promotion as we designate. We may discontinue all or a portion of any Optional Programs at any time. Additional terms may apply to your participation in Optional Programs. We will make any additional terms available to you for your review at the time of the offer to participate in such Optional Programs.

7. Trademarks

You grant to us a nonexclusive, non-transferable, royalty-free right to use and display your trademarks, service marks and logos ("Partner Marks") in connection with the Program and this Agreement.

We retain all ownership rights in FabZing Trademarks. During the term of this Agreement, you may use our trademark as long as you follow the usage requirements in this section and the incorporated guidelines.

You must: (i) only use the images of our trademarks that we make available to you as part of your participation in this Program (e.g., certified partner badges), without altering them in any way; (ii) only use our trademarks in connection with the Program and this Agreement; (iii) comply with this Agreement, and our general **Trademark Usage Guidelines**; and (iv) immediately comply if we request that you discontinue use.

You must not use any of our trademarks: (a) in a misleading or disparaging way; (b) outside the scope of the Program or this Agreement; (c) in a way that implies we endorse, sponsor or approve of your own services or products; or (d) in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

8. Proprietary Rights

a. **FabZing's Proprietary Rights**. No license to any software is granted by this Agreement. The FabZing Products are protected by intellectual property laws. The FabZing Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the FabZing Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the FabZing Content, or the FabZing Products in whole or in part, by any means, except as expressly authorized in writing by us. FabZing, the FabZing logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

b. **End User's Proprietary Rights**. As between you and End User, End User retains the right to access and use the End User portal associated with the FabZing Products regardless of whether you placed the order with us for an End User or made or make payments for an End User. End User will own and retain all rights to the End User Data. If we deem it to be necessary based on the relationship status between you and the End User or the particular situation, we may communicate directly with the End User and/or may port ownership of the portal associated with the FabZing Products to the End User.

9. Confidentiality

a. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

b. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any law or regulation, subpoena or legal process; provided, however, that (i) Receiving Party will provide Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiving Party shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

c. **Injunctive Relief**. Each party acknowledges that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to seek an immediate injunction against any breach or

threatened breach of this "Confidentiality" section of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

10. Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests, including without limitation such requests from us related to FabZing Leads and Shared Leads. For the duration of this Agreement, you will establish and maintain a privacy policy that is compliant with all laws and regulations applicable to you, and you shall establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

11. Term and Termination

a. Term. This Agreement will apply for as long as you participate in the Program and fulfil all the participation requirements under the Program, until terminated.

b. Termination Without Cause. Both you and we may terminate this Agreement on thirty (30) days written notice to the other party.

c. Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on 10 (ten) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

d. Termination for Cause. We may terminate this Agreement and/or suspend your or the End User's access to the FabZing Products: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) automatically, within thirty (30) of you failing to meet the Program requirements applicable to you in your capacity as Partner; (iii) upon fifteen (15) days' notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iv) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (v) immediately, if the End User violates the Customer Terms of Service or applicable laws or regulations, (vi) immediately, if you breach your confidentiality obligations under this Agreement or infringe or misappropriate FabZing's intellectual property rights, (vii) immediately, if you breach the terms applicable to your subscription with us, including if you default on your payment obligations to us or our Affiliate, or (viii) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

e. Effects of Expiration/Termination. Expiration or termination of this Agreement for any reason does not terminate your Subscription Service or any Subscription Service you may have purchased on an End User's behalf. Your purchase and use of the Subscription Services is governed by the Customer Terms of Service. Otherwise, expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you any earned Revenue Share, so long as the related payment by the End User is recognized by us within thirty (30) days after the date of such termination or expiration. If you are a Partner, you will receive one (1) last payment of Revenue Share upon completion of the quarter in which the related payment by the End User is recognized. In no event you shall be entitled to payment of Revenue Share as Partner for the same Qualified Transaction. We will not pay you fees on End User payments recognized by us after thirty (30) days after the date of such termination or expiration. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue Share will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Revenue Share prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Revenue Share after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete all FabZing Leads and Shared Leads if we provided them to you and you do not otherwise have consent from the applicable FabZing Lead

or Shared Lead to continue use of their data and information. Upon termination or expiration, a prospect is not considered valid, and we may choose to maintain it in our database and engage with such a prospect. Upon termination or expiration, you will immediately discontinue all use of our trademark, and will remove all FabZing badges and references to this Program from your website(s) and other collateral. Termination or expiration of this Agreement shall not cause your or an End User's subscription agreement to be terminated.

12. Partner Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to provide the prospect data to us for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Partner Marks.

13. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Program, (b) our use of the prospect or lead data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of or participation in the Optional Programs, (e) your use of the FabZing Demo Account, or (f) our use of the Partner Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defence or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

14. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. We and our affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of the FabZing products, FabZing content, the program, the optional programs or the FabZing demo account for any purpose. Application programming interfaces (APIs) and the FabZing demo account may not be available at all times. To the extent permitted by law, the FabZing products, FabZing content, the program, the optional programs, and FabZing demo account are provided "as is" without warranty or condition of any kind. We disclaim all warranties and conditions of any kind with regard to the FabZing products, FabZing content, the program, the optional programs, and FabZing demo account including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

b. No Indirect Damages. Except for your liability arising from your obligations under the "confidentiality" section, and your liability for violation of our intellectual property rights, to the extent permitted by law, in no event shall either party be liable for any indirect, punitive, or consequential damages, including lost profits or business opportunities.

c. Limitation of Liability. If, notwithstanding the other terms of this agreement, we are determined to have any liability to you or any third party, the parties agree that our aggregate liability will be limited to the total revenue share amounts you have actually earned for the related qualified transaction in the twelve-month period preceding the event giving rise to a claim. In the event that the claim arises from or is related to this agreement but is not related to a specific qualified transaction, our aggregate liability shall not exceed the total amount of subscription services fees paid by partner to FabZing in

the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability.

d. FabZing Demo Account and Optional Programs. We disclaim all liability with respect to the FabZing demo account and the optional programs that you use. We do not promise to make the FabZing demo account or optional programs available to you, and we may choose to do so, or not to do so, in our discretion.

15. Non-Solicitation

You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement. Both you and we acknowledge that (i) any public job posting, or public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

16. General

a. Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be posted at www.fabzing.com/documents (or other designated URL), and we will let you know by email. The updated Agreement will become effective and binding on the next business day after it is posted. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Applicable Law. This Agreement shall be governed by the laws of Queensland, Australia, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the courts of Queensland, Australia.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Actions Permitted. Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

f. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws, privacy regulations and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public.

g. Data Processing. To the extent that any Personal Data is processed in connection with the Program the terms set forth in the **FabZing Business Partner Data Processing Agreement**, which are hereby incorporated by reference, shall apply.

h. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

i. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt:

To FabZing: FabZing Productions, Unit 68, 3645 Main Beach Parade, MAIN BEACH QLD 4217, Australia;
Authorized Email: info@FabZing.com

To you: your address as provided in your FabZing portal account information, or a. We may give electronic notices by general notice on our website or Partner portal and may give electronic notices specific to you by email to your authorized email address that we have on record. You must keep all your account information with FabZing current.

j. Entire Agreement. This Agreement is the entire agreement between us for the Program and, unless otherwise agreed in writing, it supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the FabZing Products or dependent on any oral or written public comments made by us regarding future functionality or features of the FabZing Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

k. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any Affiliate or in the event of merger, reorganization, sale of all or substantially all our assets, change of control or operation of law.

l. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

m. Program Policies. We may change the Program Policies from time to time. Your participation in the Program is subject to the Program Policies, which are incorporated herein by reference.

n. No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the FabZing Products, our trademarks, or any other property or right of ours.

o. Sales by FabZing. This Agreement shall in no way limit our right to sell the FabZing Products, directly or indirectly, to any current or prospective customers.

p. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

q. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Revenue Share and Payment,' 'Proprietary Rights,' 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.