

Master Partner Agreement

Partner Name	[REDACTED]
Effective Date	[REDACTED]

This Master Partner Agreement (“**Agreement**”) is between Demandbase, Inc. (“**Demandbase**”) and the partner identified above (“**Partner**”) and is effective as of the date identified above (“**Effective Date**”). This Agreement establishes the framework under which Partner may participate in one or more Demandbase partner programs as set forth in the applicable Partner Schedule(s). Certain capitalized terms are defined in Section 13 (Definitions) and others are defined contextually in this Agreement.

Agreed as of the Effective Date by each party’s authorized representative:

Partner: [REDACTED] [Address]	Demandbase, Inc. 222 2nd St., 24th Floor San Francisco, CA 94105
Signature	Signature
Print Name	Print Name
Title	Title

1. Overview. Demandbase operates partner programs through which approved partners may refer, resell or otherwise promote Demandbase’s subscription services and related offerings. This Agreement contains the general terms applicable to all partner activities. The specific terms for each partner program in which Partner participates are set forth in one or more Partner Schedules executed by the parties and incorporated into this Agreement.

2. Partner Programs

2.1. Appointment. Subject to the terms of this Agreement and the applicable Partner Schedule, Demandbase appoints Partner as a non-exclusive, non-transferable participant in the partner program(s) identified in each Partner Schedule, and Partner accepts such appointment. Partner’s appointment does not create an exclusive territory, customer set or market segment.

2.2. Partner Schedules. Each Partner Schedule will identify the applicable partner program (e.g., referral, reseller), the associated fee structure, program-specific obligations and any other terms specific to that program. In the event of a conflict between this Agreement and a Partner Schedule, the Partner Schedule will control with respect to the subject matter of that schedule. Each Partner Schedule is incorporated into and forms part of this Agreement.

2.3. Partner Tier. Partner’s tier level, if applicable, will be identified in the relevant Partner Schedule. Demandbase may modify tier criteria and benefits from time to time upon written notice to Partner.

2.4. Program Policies. Partner will comply with all applicable Demandbase partner program policies, guidelines and codes of conduct as communicated to Partner in writing from time to time (“**Program Policies**”). Demandbase may update Program Policies upon reasonable notice to Partner, but updates will not materially decrease Partner’s economic entitlements under an active Partner Schedule during its then-current term.

3. Partner Obligations

3.1. General Conduct. Partner will (a) conduct its business in a professional manner that reflects favorably on Demandbase and its products and services, (b) comply with all applicable Laws in its

performance under this Agreement, (c) make no false or misleading representations regarding Demandbase’s products, services, pricing or capabilities and (d) not make any commitments or representations on behalf of Demandbase unless expressly authorized in writing.

3.2. No Authority to Bind. Partner has no authority to bind Demandbase, modify Demandbase’s standard terms, accept orders on Demandbase’s behalf or make any warranties or representations concerning Demandbase’s products or services, except as expressly authorized in a Partner Schedule.

3.3. Training. Partner will ensure that its personnel engaged in partner activities complete any training programs reasonably required by Demandbase and maintain current knowledge of the Demandbase products and services relevant to the applicable partner program.

3.4. Compliance. Partner represents and warrants that it will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act (to the extent applicable), and will not make any payments or provide anything of value to any government official or other person in connection with this Agreement in violation of such laws.

4. Demandbase Obligations

4.1. Enablement. Demandbase will provide Partner with reasonable access to sales materials, product documentation and other resources as Demandbase deems appropriate to support Partner’s activities under the applicable Partner Schedule.

4.2. Support. Unless otherwise specified in a Partner Schedule, Demandbase will maintain primary responsibility for customer support and technical support for end customers of the Demandbase Service.

4.3. Payment. Demandbase will pay Partner the fees set forth in the applicable Partner Schedule in accordance with the payment terms specified therein.

5. Intellectual Property and Brand Use

5.1. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Demandbase and its licensors retain all intellectual property and other rights in the Service, Demandbase Data, Demandbase Marks and all related

technology. Partner retains all intellectual property and other rights in Partner's pre-existing materials and technology.

5.2. Trademark License. Subject to this Agreement, Demandbase grants Partner a limited, non-exclusive, non-transferable, revocable license during the Term to use the Demandbase trademarks, logos and brand assets identified in the Program Policies ("**Demandbase Marks**") solely in connection with Partner's authorized activities under this Agreement and in accordance with Demandbase's brand guidelines. Partner will submit all proposed uses of Demandbase Marks to Demandbase for prior written approval. All goodwill arising from Partner's use of Demandbase Marks inures to Demandbase.

5.3. Partner Marks. Partner grants Demandbase a limited, non-exclusive license during the Term to use Partner's name, logo and trademarks ("**Partner Marks**") solely to identify Partner as a Demandbase partner, including in partner directories, marketing materials and customer lists. Demandbase will cease such use promptly upon Partner's written request.

5.4. Feedback. If Partner provides Demandbase with feedback or suggestions regarding the Service or partner programs ("**Feedback**"), Demandbase may use the Feedback without restriction or obligation.

5.5. Publicity. Neither party may issue a press release or public announcement regarding this Agreement without the other party's prior written consent.

6. Confidentiality

6.1. Definition. "**Confidential Information**" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Demandbase's Confidential Information includes the terms and conditions of this Agreement, pricing, any technical or performance information about the Service and any non-public information regarding the partner program. Partner's Confidential Information includes Partner's customer lists and proprietary business information.

6.2. Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 6 and they are bound to confidentiality obligations no less protective than this Section 6.

6.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to disclosure, (c) it received from a third party without breach of any confidentiality obligation or (d) is independently developed without using the disclosing party's Confidential Information.

6.4. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures of Confidential Information if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

6.5. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 6.

7. Data Protection

7.1. Personal Data. To the extent Partner processes any personal data in connection with this Agreement, each party will comply with all applicable data protection and privacy laws. If the parties' activities under this Agreement require a data processing agreement, the parties will negotiate and execute one in good faith.

7.2. Data Rights. Partner is responsible for ensuring that it has all necessary rights, consents and permissions to share any data it provides to Demandbase in connection with this Agreement, including customer or prospect information related to referrals or resale activities.

8. Representations and Warranties

8.1. Mutual Warranties. Each party represents and warrants that (a) it has the legal power and authority to enter into this Agreement, (b) this Agreement has been duly authorized and constitutes a valid and binding obligation and (c) its performance under this Agreement will not conflict with any other agreement to which it is a party.

8.2. Partner Warranty. Partner represents and warrants that it holds all licenses, permits and authorizations necessary to perform its obligations under this Agreement and each applicable Partner Schedule.

8.3. Disclaimers. Except as expressly provided in this Section 8, neither party makes any warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Demandbase does not warrant that the Service will be uninterrupted or error-free. Any statutorily required warranties will be limited to the shortest legally permitted period.

9. Indemnification

9.1. Indemnification by Demandbase. Demandbase will defend Partner from and against any third-party claim to the extent alleging that the Service, when used as authorized under Demandbase's customer agreements, infringes a third party's U.S. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Partner against any damages or costs awarded against Partner (including reasonable attorneys' fees) or agreed in settlement by Demandbase resulting from the claim.

9.2. Indemnification by Partner. Partner will defend Demandbase from and against any third-party claim arising from (a) Partner's breach of this Agreement, (b) Partner's negligence or willful misconduct, (c) Partner's misrepresentation of Demandbase's products or services or (d) Partner's violation of applicable Laws in connection with its activities under this Agreement, and will indemnify and hold harmless Demandbase against any damages or costs awarded against Demandbase (including reasonable attorneys' fees) or agreed in settlement by Partner resulting from the claim.

9.3. Procedures. The indemnifying party's obligations in this Section 9 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the

indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action. The indemnified party may participate in a claim with its own counsel at its own expense.

10. Limitations of Liability

10.1. Consequential Damages Waiver. Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

10.2. Liability Cap. Except for Excluded Claims, each party's entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Demandbase to Partner (or, if greater, by Partner to Demandbase) during the 12 months preceding the claim under this Agreement.

10.3. Excluded Claims. "Excluded Claims" means (a) either party's breach of Section 6 (Confidentiality), (b) either party's indemnification obligations under Section 9 (Indemnification), (c) Partner's breach of Section 3.4 (Compliance) or Section 5.2 (Trademark License) and (d) either party's fraud or willful misconduct.

10.4. Nature of Claims. The waivers and limitations in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

11. Term and Termination

11.1. Term. This Agreement starts on the Effective Date and continues until terminated in accordance with this Section 11 ("Term").

11.2. Partner Schedule Term. Each Partner Schedule will specify its own term. Expiration or termination of a Partner Schedule does not terminate this Agreement or any other Partner Schedule, unless this Agreement is terminated in its entirety.

11.3. Termination for Convenience. Either party may terminate this Agreement (including all active Partner Schedules) upon 30 days' written notice to the other party.

11.4. Termination for Cause. Either party may terminate this Agreement (including all active Partner Schedules) immediately upon written notice if the other party (a) fails to cure a material breach of this Agreement within 30 days after written notice specifying the breach, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

11.5. Effect of Termination. Upon expiration or termination of this Agreement or a Partner Schedule: (a) all rights and licenses granted to Partner under the terminated agreement or schedule will immediately cease, (b) Partner will promptly cease using all Demandbase Marks and Demandbase Confidential Information, (c) each party will return or destroy the other party's Confidential Information upon request and (d) any accrued payment obligations will survive and remain due in accordance with the applicable Partner Schedule, subject to Section 11.6.

11.6. Post-Termination Payments. Unless Partner is in material breach of this Agreement, Demandbase will continue to pay Partner any fees that have accrued and become payable under the applicable Partner Schedule prior to the effective date of termination, in accordance with the payment terms of that schedule. Any post-termination commission tail or residual payment rights will be as specified in the applicable Partner Schedule.

11.7. Survival. These Sections survive expiration or termination of this Agreement: 5.1 (Ownership), 5.4 (Feedback), 6 (Confidentiality), 7 (Data Protection), 8.3 (Disclaimers), 9 (Indemnification), 10 (Limitations of Liability), 11.5 (Effect of Termination), 11.6 (Post-Termination Payments), 11.7 (Survival), 12 (General Terms) and 13 (Definitions).

12. General Terms

12.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

12.2. Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

12.3. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

12.4. Notices. Except as otherwise set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested), (c) one day after dispatch if by a commercial overnight delivery service or (d) upon delivery if by email. If to Partner, notice may be sent to Partner's address on the first page or Partner's email address on file. If to Demandbase, notice must be sent to the address on the first page (with a copy to legal@demandbase.com). Either party may update its address with notice to the other party.

12.5. Entire Agreement. This Agreement (which includes all Partner Schedules and Program Policies) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

12.6. Amendments. Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives.

12.7. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied

from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

12.8. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

12.9. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers. Nothing in this Agreement creates an employment, franchise or agency relationship.

12.10. Subcontractors. Partner may not subcontract or delegate its obligations under this Agreement without Demandbase's prior written consent.

12.11. Export. Partner agrees to comply with all relevant U.S. and foreign export and import Laws. Partner (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (b) agrees not to engage in any activity in connection with this Agreement in violation of any U.S. export embargo, prohibition or restriction.

12.12. Insurance. Partner will maintain commercially reasonable insurance coverage appropriate to its activities under this Agreement, including commercial general liability insurance. Demandbase may request evidence of such coverage upon reasonable notice.

12.13. Non-Solicitation. During the Term and for 12 months thereafter, neither party will directly solicit for employment any employee of the other party who was materially involved in the performance of this Agreement, provided that general job postings or recruitment efforts not specifically directed at such individuals will not constitute a violation of this provision.

12.14. Audit Rights. (a) Demandbase or its designated third-party representative (subject to reasonable confidentiality obligations no less protective than those in Section 6) may audit Partner's books, records, systems and practices to verify Partner's compliance with this Agreement and any applicable Partner Schedule, including Partner's compliance with Program Policies, fee and commission calculations, data handling obligations and any other obligations under this Agreement or any Partner Schedule. (b) Demandbase will provide Partner with at least ten (10) business days' prior written notice before commencing an audit. Audits will be conducted during Partner's normal business hours in a manner designed to minimize disruption to Partner's operations. Demandbase may conduct audits remotely or on-site at Partner's facilities, as Demandbase determines appropriate. (c) Demandbase will not exercise its audit rights under this Section 12.14 more than once per calendar year under normal circumstances; provided that Demandbase may conduct additional audits without limitation as to frequency if (i) Demandbase reasonably suspects Partner's non-compliance with any obligation under this Agreement or any Partner Schedule, (ii) a prior audit revealed material non-compliance or (iii) an audit is required by applicable Law or regulation. (d) Partner will maintain complete, accurate and up-to-date books, records and documentation sufficient to verify Partner's compliance with all obligations under this Agreement and each applicable Partner

Schedule for a minimum period of three (3) years following the end of the period to which such records relate, or such longer period as may be required by applicable Law. (e) Partner will cooperate fully with any audit conducted under this Section 12.14 and will provide Demandbase and its designated auditors with reasonable access to Partner's relevant personnel, facilities, systems, financial records and other documentation as Demandbase reasonably requests. Partner will not impede, delay, restrict or otherwise interfere with the scope or conduct of any audit. (f) Demandbase will bear its own costs in conducting any audit unless the audit reveals (i) material non-compliance by Partner with any obligation under this Agreement or any applicable Partner Schedule or (ii) any underpayment owed to Demandbase or overpayment made to Partner exceeding five percent (5%) of the amounts that should have been paid or received during the audited period, in either of which cases Partner will reimburse Demandbase for all reasonable costs and expenses incurred in connection with such audit. (g) If an audit reveals that Partner has underpaid any amounts owed to Demandbase or that Demandbase has overpaid any amounts to Partner, Partner will pay Demandbase the full amount of such underpayment or overpayment within thirty (30) days of the audit report, together with interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable Law, if less), accruing from the date such amount was originally due. (h) If an audit reveals any compliance deficiency, Partner will promptly remediate all identified deficiencies within thirty (30) days of the audit report (or such shorter period as Demandbase may reasonably require) and will provide Demandbase with written confirmation of completed remediation upon request.

13. Definitions

"Affiliate" means an entity directly or indirectly owned or controlled by a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"Confidential Information" has the meaning given in Section 6.1 (Definition).

"Demandbase Data" means the proprietary account, firmographic, technographic or other data, content and insights provided by Demandbase to Partner in connection with the Service.

"Demandbase Marks" has the meaning given in Section 5.2 (Trademark License).

"Excluded Claims" has the meaning given in Section 10.3.

"Feedback" has the meaning given in Section 5.4.

"Laws" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, anti-corruption, international communications and export of technical or personal data.

"Partner Marks" has the meaning given in Section 5.3.

"Partner Schedule" means an executed schedule to this Agreement that sets forth the terms of a specific partner program in which Partner participates (e.g., Referral Partner Schedule, Reseller Partner Schedule).

"Program Policies" has the meaning given in Section 2.4.

“Service” means Demandbase’s proprietary product(s) and service(s), as further described in the applicable customer documentation.

“Term” has the meaning given in Section 11.1.