

PARTNER SCHEDULE 1: PROFESSIONAL SERVICES PARTNER TERMS

This Professional Services Partner Schedule ("Professional Services Schedule") is a Partner Schedule under the Master Partner Agreement between Demandbase and Partner dated [REDACTED] (the "MPA"). Capitalized terms not defined in this Professional Services Schedule have the meanings given in the MPA.

1. Professional Services Appointment

1.1. Authorization. Demandbase appoints Partner as a non-exclusive, authorized professional services partner to perform onboarding services for Demandbase customers in connection with purchased SaaS solutions. Partner accepts such appointment and agrees to perform onboarding services in accordance with this Professional Services Schedule.

1.2. Services on Behalf of Demandbase. Except as provided in Section 6 (below), Partner acknowledges that all onboarding services are performed on behalf of Demandbase as Demandbase's service provider, not independently. Partner will identify itself to customers as a Demandbase partner and will not hold itself out as providing independent consulting services separate from Demandbase's customer relationship.

2. Services Scope and Standards

2.1. Standard Onboarding Services. Partner will perform the standard onboarding services defined in Exhibit A to this Professional Services Schedule ("Standard Onboarding Services"). Partner will complete all deliverables and milestones set forth in Exhibit A within the timeframes specified therein.

2.2. Demandbase Methodologies. Partner will perform all services in accordance with Demandbase's onboarding playbook, methodologies, quality standards and procedures as communicated to Partner in writing from time to time. Demandbase may update such standards upon reasonable notice to Partner.

2.3. Performance Standards. Partner will perform all services (a) in a professional and workmanlike manner consistent with industry standards for similar services, (b) using personnel with appropriate skills, experience and certifications as reasonably required by Demandbase and (c) in compliance with all applicable Laws and the terms of the applicable customer agreement.

2.4. Quality Control. Demandbase may require re-performance of any services that do not conform to the agreed specifications, quality standards or customer requirements at no additional cost to Demandbase or the customer. Demandbase may withhold payment for services that do not meet quality standards until all deficiencies are cured to Demandbase's reasonable satisfaction.

3. Compensation - Full Onboarding

3.1. Standard Fee. For customers where Partner performs the complete Standard Onboarding Services, the onboarding fee will be three times (3x) the customer's Monthly Recurring Revenue ("MRR"), where MRR is defined as one-twelfth (1/12th) of the customer's annual subscription fees paid to Demandbase for the associated SaaS services.

3.2. Pass-Through Payment. Demandbase will pay Partner the contracted onboarding fee as a pass-through of fees collected from the customer, subject to the payment terms in Section 5 below.

4. Compensation - Split Onboarding

4.1. Split Services. Where onboarding services are split between Demandbase and Partner (for example, where Demandbase performs light onboarding activities and Partner

performs strategy, analytics and project management), Partner will receive sixty-six percent (66%) of the total onboarding fee (equivalent to two times (2x) MRR) and Demandbase will retain thirty-four percent (34%) of the total onboarding fee. These terms are subject to change, upon Demandbase's written notice to Partner.

4.2. Scope Determination. Demandbase will determine in its sole discretion whether services will be performed on a full onboarding or split onboarding basis based on customer requirements and Demandbase's business needs.

5. Payment Terms

5.1. Payment Conditions. Demandbase will pay Partner fees earned under this Professional Services Schedule within thirty (30) days of Demandbase's receipt of the associated onboarding fees from the customer.

5.2. Reporting. Demandbase will provide Partner with quarterly reporting on customer payments received, milestone completion status, fees due and fees paid.

6. Out-of-Scope Services

6.1. Separate Contracting. Any services Partner offers to customers outside the scope of Standard Onboarding Services must be contracted separately between Partner and the customer under a direct statement of work or separate agreement.

6.2. Demandbase Disclaimer. Demandbase has no responsibility or liability for any out-of-scope services provided by Partner. Partner will clearly communicate to customers in writing that such out-of-scope services are provided solely by Partner and not by Demandbase.

6.3. No Solicitation During Onboarding. Partner will not solicit customers for out-of-scope services or non-Demandbase products or services during the performance of Standard Onboarding Services without Demandbase's prior written consent.

7. Customer Relationship Management

7.1. Demandbase Customer Relationship. Partner acknowledges and agrees that the primary customer relationship is between Demandbase and the customer. Partner will not interfere with or attempt to disrupt the customer's relationship with Demandbase.

7.2. Issue Escalation. Partner will promptly notify Demandbase of any customer complaints, issues, concerns or potential claims related to Demandbase's products or services. Partner will cooperate fully with Demandbase in resolving any customer issues.

7.3. Customer Satisfaction. Partner will cooperate with Demandbase on customer satisfaction surveys, feedback collection and any other customer success initiatives as reasonably requested by Demandbase.

8. Branding and Communications

8.1. Partner Identification. Partner will identify itself to customers as an authorized Demandbase professional services partner and will not suggest or imply that it is providing services independently of Demandbase.

8.2. Approval Required. All customer-facing materials, presentations, deliverables, communications and marketing materials related to onboarding services require Demandbase's prior written approval before use.

8.3. No Unauthorized Representations. Partner will not make any representations, warranties or commitments regarding Demandbase's products, services, roadmap, future functionality or business commitments beyond those expressly authorized by Demandbase in writing.

9. Data and Intellectual Property

9.1. Demandbase IP. All Demandbase playbooks, methodologies, templates, training materials, processes and know-how remain the exclusive Confidential Information and intellectual property of Demandbase. Partner receives only a limited license to use such materials solely in connection with authorized onboarding services.

9.2. Work Product Ownership. Any deliverables, templates, materials, documentation, reports or other work product created by Partner specifically for Demandbase onboarding programs are deemed works made for hire and are owned exclusively by Demandbase. To the extent such work product is not deemed work made for hire, Partner hereby assigns all right, title and interest therein to Demandbase.

9.3. Customer Data. All customer data accessed, received or generated by Partner during onboarding services constitutes Demandbase's Confidential Information and must be handled in accordance with Section 6 of the MPA and all applicable data protection and privacy Laws.

9.4. Data Retention Limits. Partner will not retain any customer data after completion of onboarding services except (a) as required for Partner's own records of services performed and invoicing and (b) as required by applicable Law. Any such retained data remains subject to the confidentiality obligations of the MPA.

10. Insurance

10.1. Required Coverage. Partner will maintain professional liability insurance (including errors and omissions coverage) with coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

10.2. Evidence of Coverage. Partner will provide Demandbase with certificates of insurance evidencing such coverage upon Demandbase's request and will provide thirty (30) days' advance notice of any cancellation or material reduction in coverage.

11. Audit Rights

11.1. Audit Right. Demandbase or its designated third-party auditor (subject to reasonable confidentiality obligations) may audit Partner's data handling practices, systems, processes and records related to customer data accessed, received or generated during the performance of onboarding services, including to verify Partner's compliance with Section 9 (Data and Intellectual Property), Section 9.4 (Data Retention Limits) and Partner's confidentiality obligations under the MPA.

11.2. Notice. Demandbase will provide Partner with at least ten (10) business days' prior written notice before conducting an audit under this Section 11. Notwithstanding the foregoing, if Demandbase has a good faith belief that a data breach, unauthorized disclosure or material non-compliance with Section 9 or Section 6 of the MPA has occurred or is occurring, Demandbase may conduct an audit upon forty-eight (48) hours' written notice (including by email).

11.3. Frequency. Under normal circumstances, Demandbase will not exercise its audit rights under this Section 11 more than once per calendar year. If a prior audit revealed material non-compliance, or if Demandbase has a good faith basis to suspect ongoing or repeated non-compliance, Demandbase may conduct additional audits without limitation as to frequency.

11.4. Cooperation. Partner will cooperate fully with any audit conducted under this Section 11 and will provide Demandbase and its auditors with reasonable access to Partner's relevant personnel, facilities, systems, data stores and records as necessary to conduct a thorough audit. Partner will not impede, delay or restrict the scope of any such audit.

11.5. Costs. Demandbase will bear its own costs in conducting any audit unless the audit reveals material non-compliance by Partner with any obligation under this Professional Services Schedule or the MPA, in which case Partner will reimburse Demandbase for all reasonable costs and expenses incurred in connection with such audit, including reasonable fees of any third-party auditors.

11.6. Remediation. If an audit reveals any deficiency, non-compliance or unauthorized retention or use of customer data, Partner will promptly notify Demandbase of all findings and will remediate all identified deficiencies within fifteen (15) days of the audit report (or such shorter period as Demandbase may require given the nature of the deficiency). Partner will provide Demandbase with written confirmation of completed remediation upon request. Demandbase's right to conduct follow-on audits under Section 11.3 is not limited by Partner's remediation efforts.

11.7. Audit Records. Partner will maintain all records, documentation and systems necessary to enable an effective audit under this Section 11 for a minimum period of two (2) years following the completion of the applicable onboarding services.

12. Subcontracting. Partner may not subcontract or delegate any of its obligations under this Professional Services Schedule without Demandbase's prior written consent, which Demandbase may withhold in its sole and absolute discretion. Any approved subcontractor must be bound in writing by obligations no less protective than those set forth in this Professional Services Schedule and the MPA, including all confidentiality, data handling and intellectual property obligations. Partner remains fully liable for all acts, omissions and defaults of its subcontractors as if they were Partner's own. Demandbase may require Partner to remove and replace any subcontractor at any time upon written notice, and Partner will promptly comply with any such request.

13. Term and Termination

13.1. Schedule Term. This Professional Services Schedule will commence on the date of execution and continue for a period of one (1) year ("**Initial Professional Services Term**"). Upon expiration of the Initial Professional Services Term, this Professional Services Schedule will automatically renew for successive twelve (12) month periods unless terminated by either party upon not less than thirty (30) days' written notice prior to the end of the then-current term.

13.2. Removal from Active Engagements. Notwithstanding Section 13.1, Demandbase may remove Partner from any active onboarding engagements upon thirty (30) days' written notice to Partner. In such event, Partner will provide reasonable transition support to facilitate transfer of responsibilities to Demandbase or another service provider.

13.3. Payment Upon Termination. Upon termination or expiration of this Professional Services Schedule, Demandbase will pay Partner any accrued and unpaid fees for onboarding milestones completed prior to the effective date of termination, subject to the payment terms in Section 5.

Exhibit A to Professional Services Schedule

Standard Onboarding Scope

[Demandbase services team to define standard onboarding deliverables, milestones, and acceptance criteria; may be hyperlinked set of requirements, etc.]

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