

PARTNER SCHEDULE 2: REFERRAL PARTNER TERMS

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

1. Referral Program

1.1. Referral Activities. Partner may identify and refer prospective customers (“**Prospects**”) to Demandbase for the purchase of the Service. Partner’s referral activities are limited to identifying qualified Prospects, facilitating introductions and reasonably collaborating with Demandbase during the sales cycle.

1.2. Registration. Partner will register each Prospect in accordance with the registration procedures communicated by Demandbase in writing. A Prospect is not registered until approved by Demandbase in its sole discretion. Demandbase will endeavor to accept or reject a registration within ten (10) business days of receipt. Reasons for rejection may include, without limitation, an existing Demandbase relationship with the Prospect.

1.3. Sales Process. Demandbase retains sole control over the sales process, pricing, contract terms and decision to accept or reject any Prospect order. Partner has no authority to negotiate terms, accept orders or make binding commitments on Demandbase’s behalf.

2. Referral Fees

2.1. Fee Entitlement. For each registered Prospect that executes a subscription agreement with Demandbase and pays fees to Demandbase, Demandbase will pay Partner a referral fee as specified in Exhibit A to this Referral Schedule (the “**Referral Fee**”).

2.2. Calculation. The Referral Fee is calculated on the first 12 months’ net subscription fees received by Demandbase from the Prospect, unless otherwise specified in Exhibit A. The Referral Fee does not apply to renewals, upsells or expansions unless expressly stated in Exhibit A.

2.3. Payment Terms. Referral Fees will be calculated on a quarterly basis based on Demandbase’s receipt of funds and paid within 30 days of the applicable quarter end. Demandbase will provide regular reporting to Partner on qualifying deals, including invoiced amounts, payments received, Referral Fees due and Referral Fees paid.

2.4. Withholding. Payouts will be withheld if Partner has any outstanding accounts receivable to Demandbase that are more than 60 days past due.

2.5. Taxes. All Referral Fees are exclusive of applicable taxes. Partner is responsible for any income taxes arising from Referral Fees received. If Demandbase is required by Law to withhold taxes from Referral Fee payments, Demandbase will deduct such amounts and provide Partner with documentation of the withholding.

3. Partner Obligations

3.1. Prospect Qualification. Partner will use commercially reasonable efforts to refer Prospects that are a reasonable fit for the Service, based on the qualification criteria communicated by Demandbase.

3.2. No Representations. Partner will not make any representations, warranties or commitments regarding the Service, its functionality, pricing or terms beyond those expressly authorized by Demandbase in writing.

4. Term

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

4.2. Post-Termination Tail. Upon termination or expiration of this Referral Schedule (other than for Partner’s material breach), Demandbase will continue to pay Referral Fees on net subscription fees received from Prospects referred and registered by Partner prior to the termination date for a period of 12 months following the effective date of termination.

Exhibit A to Referral Schedule

Field	Value
Partner Name	[REDACTED]
Partner Tier	[REDACTED]
Referral Fee (Sourced)	[REDACTED] % of first-year net subscription fees
Referral Fee (Influenced)	[REDACTED] % of first-year net subscription fees
Renewal/Expansion Fee	[N/A unless specified]

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