

PARTNER SCHEDULE 3: RESELLER PARTNER TERMS

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

1. Reseller Appointment

1.1. Authorization. Demandbase appoints Partner as a non-exclusive, authorized reseller of the Service in the territory specified in Exhibit A to this Reseller Schedule (the "Territory"). Partner accepts such appointment and agrees to actively promote and resell the Service within the Territory.

1.2. Non-Exclusive. Partner's appointment is non-exclusive. Demandbase retains the right to sell the Service directly and to appoint other resellers within the Territory.

2. Resale Terms

2.1. Customer Agreements. All end customers ("Reseller Customers") must execute Demandbase's standard customer agreement (or such other form as Demandbase approves in writing) prior to accessing the Service. Partner may not modify Demandbase's standard customer terms without Demandbase's prior written consent.

2.2. Order Processing. Partner will submit all Reseller Customer orders to Demandbase in accordance with the order procedures communicated by Demandbase. Demandbase retains sole discretion to accept or reject any order.

2.3. Pricing. Partner will resell the Service at or above the minimum resale prices established by Demandbase and communicated to Partner in the applicable price list. Demandbase may update pricing upon 30 days' written notice to Partner; updated pricing will apply to new orders placed after the effective date of the update.

3. Compensation

3.1. Discount or Margin. Demandbase will invoice Partner at the discounted rates specified in Exhibit A (the "Partner Price"). Partner's margin is the difference between the Partner Price and the price at which Partner resells the Service to Reseller Customers.

3.2. Invoicing and Payment. Demandbase will invoice Partner for Reseller Customer orders at the Partner Price. Unless otherwise specified in Exhibit A, all amounts are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less.

3.3. Taxes. All amounts are exclusive of applicable taxes. Partner is responsible for collecting and remitting all taxes on its resale transactions with Reseller Customers.

4. Reseller Obligations

4.1. Sales Targets. Partner will use commercially reasonable efforts to meet any sales targets or minimum commitments

specified in Exhibit A. Failure to meet sales targets for [REDACTED] consecutive quarters entitles Demandbase to downgrade Partner's tier or terminate this Reseller Schedule upon written notice.

4.2. First-Line Support. Unless otherwise specified in Exhibit A, Partner will provide first-line customer support to Reseller Customers, including initial triage and issue resolution for non-technical inquiries. Partner will escalate technical issues to Demandbase in accordance with the support procedures communicated by Demandbase.

4.3. Reporting. Partner will provide Demandbase with quarterly reports on resale activity, pipeline and customer feedback, in a format reasonably specified by Demandbase.

4.4. Records and Audit. Partner will maintain accurate records of all resale transactions for a period of two (2) years. Demandbase may audit Partner's records upon reasonable notice (not more than once per year) to verify compliance with this Reseller Schedule.

5. Customer Relationship

5.1. Demandbase Relationship. Partner acknowledges that the contractual relationship for use of the Service is between Demandbase and the Reseller Customer under Demandbase's customer agreement. Partner does not acquire any ownership rights in Reseller Customer relationships or accounts.

5.2. Customer Satisfaction. Partner will promptly notify Demandbase of any material customer complaints, disputes or potential claims related to the Service.

6. Term

6.1. Schedule Term. This Reseller Schedule will commence on the date of execution and continue for a period of one (1) year ("Initial Reseller Term"). Upon expiration of the Initial Reseller Term, this Reseller 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.

6.2. Effect of Termination. Upon termination or expiration of this Reseller Schedule: (a) Partner will cease marketing and reselling the Service, (b) existing Reseller Customer agreements will continue in effect between Demandbase and the Reseller Customers and (c) Partner will cooperate in transitioning any ongoing customer relationships to Demandbase.

Exhibit A to Reseller Schedule

Field	Value
Partner Name	[REDACTED]
Partner Tier	[REDACTED]
Territory	[REDACTED]
Partner Price / Discount	[REDACTED] % off list price
Minimum Sales Target (Quarterly)	[REDACTED]
First-Line Support Responsibility	[Yes / No]

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