

PARTNER SCHEDULE 5: TECHNOLOGY PARTNER TERMS

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

1. Overview.

Partner develops and offers [description of Partner's technology/service] ("*Partner Technology*"). Under this Technology Schedule, the parties will collaborate to develop, maintain and promote one or more integrations between the Service and Partner Technology for the benefit of their mutual customers.

2. API and SDK Access.

2.1. Mutual Access. Each party will provide the other with reasonable access to its application programming interfaces, software development kits and related technical documentation (collectively, "*Integration Tools*") as necessary to develop, test, deploy and maintain the Integration(s) contemplated by this Technology Schedule.

2.2. License to Integration Tools. Each party grants the other a limited, non-exclusive, non-transferable, revocable license during the Term to use its Integration Tools solely for the purpose of developing, testing, deploying and maintaining approved Integration(s) in accordance with this Technology Schedule. Neither party may use the other party's Integration Tools for any other purpose, including to develop competing products or services.

2.3. Usage Requirements. Each party will use the other party's Integration Tools in accordance with all applicable documentation, rate limits, security requirements and acceptable use policies communicated in writing. Neither party will attempt to circumvent technical limitations, reverse engineer, or access non-public functionality of the other party's Integration Tools except as expressly permitted by applicable Law and with prior written notice.

2.4. Credentials. Each party will keep all access credentials, API keys and tokens confidential and will promptly notify the other party of any suspected compromise. Access credentials are Confidential Information under Section 6 of the MPA.

3. Integration Development and Ownership.

3.1. Integration Scope. The parties will agree in writing on the scope, specifications and timeline for each Integration prior to commencing development ("*Integration Plan*"). An Integration Plan may be set forth in an exhibit to this Technology Schedule or in a separate writing executed by both parties.

3.2. Development Responsibilities. Unless otherwise specified in the applicable Integration Plan, each party is responsible for development work on its own platform and will bear its own costs of development.

3.3. Ownership. Each party retains all right, title and interest in its own technology, including its Integration Tools, platform code and pre-existing intellectual property. Any integration code, connectors or middleware developed by a party will be owned by the developing party, unless otherwise agreed in the applicable Integration Plan. Each party grants the other a limited, non-exclusive license during the Term to use the integration components developed by the granting party solely as necessary to operate the approved Integration(s).

3.4. Open Source. If either party proposes to incorporate open source software into an Integration, it will notify the other party in advance and will not incorporate any open source software with license terms that would impose obligations on the other party's proprietary technology (such as copyleft requirements) without that party's prior written consent.

4. Change Management and Compatibility.

4.1. Breaking Changes. Each party will provide the other with at least ninety (90) days' prior written notice before making any change to its Integration Tools or platform that is reasonably expected to break or materially degrade an active Integration ("*Breaking Change*"). During the notice period, the parties will cooperate in good faith to identify workarounds, migration paths or updated specifications to preserve Integration functionality.

4.2. Deprecation. If either party intends to deprecate an Integration Tool version used by an active Integration, it will (a) provide at least one hundred eighty (180) days' prior written notice, (b) continue to support the deprecated version during the notice period and (c) provide reasonable migration assistance to the replacement version.

4.3. Non-Breaking Updates. Each party may make non-breaking updates to its platform or Integration Tools without prior notice, provided it maintains backward compatibility with active Integrations.

4.4. Emergency Changes. Notwithstanding Sections 4.1 and 4.2, either party may make immediate changes necessary to address security vulnerabilities, legal compliance requirements or service outages, provided it notifies the other party as promptly as practicable and cooperates to restore Integration functionality.

5. Data Interchange.

5.1. Shared Data. The parties will agree in the applicable Integration Plan on the categories of data that will flow between the Service and Partner Technology through each Integration ("*Shared Data*"), the direction of data flow and any applicable restrictions.

5.2. Data Ownership. Each party retains ownership of the data it contributes to an Integration. Neither party acquires ownership rights in the other party's data by reason of that data flowing through an Integration.

5.3. Data Use Restrictions. Each party will use Shared Data received from the other party solely for the purposes specified in the applicable Integration Plan and this Technology Schedule. Neither party will sell, sublicense or otherwise commercialize the other party's Shared Data except as expressly permitted in writing.

5.4. Data Protection. The data protection obligations in Section 7 of the MPA apply to all Shared Data. Where Shared Data includes personal data, the parties will execute a data processing agreement as contemplated by Section 7.1 of the MPA before enabling the applicable data flow.

5.5. Data Security. Each party will apply security measures to Shared Data that are at least as protective as those it applies to its own confidential data of a similar nature, and in any event no less than reasonable industry standards.

6. Technical Support and Escalation.

6.1. Integration Support. Each party will designate a technical point of contact for Integration-related issues and will provide the other party with reasonable technical support to diagnose and resolve Integration defects or disruptions.

6.2. Escalation. The parties will establish a mutually agreed escalation process for Integration issues, including severity levels and target response times, which may be documented in the applicable Integration Plan.

6.3. Availability. Each party will use commercially reasonable efforts to maintain the availability of its Integration Tools consistent with the availability of its production platform. Neither party guarantees uninterrupted or error-free operation of Integration Tools, and planned maintenance windows are not considered service disruptions.

7. Certification and Testing.

7.1. Testing Environments. Each party will provide the other with reasonable access to sandbox or staging environments as necessary to develop and test Integrations prior to production deployment.

7.2. Certification. Demandbase may establish a certification process for Integrations before they are listed in a Demandbase marketplace, directory or customer-facing catalog. Partner will complete any such certification process prior to public launch of an Integration and will re-certify following material updates to the Integration or the underlying Integration Tools.

7.3. Decertification. Demandbase may decertify an Integration upon written notice if it no longer meets certification standards, poses a security risk or materially degrades the Service. Upon decertification, Partner will promptly cease marketing the Integration as certified and will cooperate with Demandbase to notify affected customers.

8. Joint Marketing.

8.1. Marketing Activities. The parties may collaborate on joint marketing activities related to the Integration(s), which may include marketplace or directory listings, co-branded materials, case studies, joint webinars, blog posts and other promotional activities ("Joint Marketing Activities"). All Joint Marketing Activities require the prior written approval of both parties and will be conducted in accordance with Section 5 of the MPA (Intellectual Property and Brand Use).

8.2. Marketplace Listing. Demandbase may list approved Integrations in any Demandbase marketplace, partner directory or similar catalog. Partner grants Demandbase a license during the Term to use Partner Marks and approved descriptions of Partner Technology in connection with such listings, subject to Section 5.3 of the MPA.

8.3. Lead Sharing. Any lead sharing arrangements between the parties will be documented in a separate writing and will comply with all applicable data protection laws and the parties' respective privacy policies.

8.4. Marketing Costs. Unless otherwise agreed in writing, each party will bear its own costs in connection with Joint Marketing Activities.

9. Term.

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

9.2. Effect of Termination. Upon termination or expiration of this Technology Schedule: (a) each party's license to the other party's Integration Tools will terminate, (b) each party will cease distributing, marketing or supporting Integrations developed under this Technology Schedule (other than providing reasonable wind-down support to mutual customers for a period of ninety (90) days), (c) each party will return or delete the other party's Shared Data in its possession except as required by applicable Law or for the party's own compliance records and (d) Demandbase will remove any marketplace listings related to the terminated Integrations within a commercially reasonable timeframe.

9.3. Surviving Integrations. If mutual customers are actively using an Integration at the time of termination, the parties will cooperate in good faith to provide a reasonable transition period (not to exceed ninety (90) days) to minimize disruption to those customers. Each party's obligations during the transition period are limited to maintaining existing functionality and will not require new development.

10. Definitions.

"Breaking Change" has the meaning given in Section 4.1.

"Integration" means a technical connection, connector, plug-in, extension or other interoperability mechanism between the Service and Partner Technology developed pursuant to this Technology Schedule.

"Integration Plan" has the meaning given in Section 3.1.

"Integration Tools" has the meaning given in Section 2.1.

"Joint Marketing Activities" has the meaning given in Section 8.1.

"Partner Technology" has the meaning given in Section 1.

"Shared Data" has the meaning given in Section 5.1.

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