

DRIP

AGENCY PARTNER TERMS AND CONDITIONS

Thank you for your interest in the Agency Partner Programs (as defined below) offered and operated by Drip, Inc. (“Drip”, “we”, “our”, or “us”). These Agency Partner Terms and Conditions (“Agency Partner Terms”) explain the terms and conditions by which you may apply to and participate in our Agency Partner Programs.

PLEASE READ THE FOLLOWING AGENCY PARTNER TERMS CAREFULLY. BY SUBMITTING AN APPLICATION TO PARTICIPATE IN DRIP’S AGENCY PARTNER PROGRAMS, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE AGENCY PARTNER TERMS AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE DRIP PRIVACY POLICY, AVAILABLE AT [HTTPS://WWW.DRIP.COM/PRIVACY](https://www.drip.com/privacy), WHICH IS HEREBY INCORPORATED BY REFERENCE HEREIN. IF YOU DO NOT AGREE TO THESE AGENCY PARTNER TERMS OR TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE DRIP PRIVACY POLICY, THEN PLEASE DO NOT SUBMIT AN APPLICATION OR PARTICIPATE IN THE AGENCY PARTNER PROGRAMS.

1. **Agency Partner Programs.** Drip offers programs through which approved applicants (each approved applicant, an “Agency Partner”) may implement, market, promote and/or resell Drip’s proprietary marketing automation platform (“Drip Platform”) for and to the Agency Partners’ own clients (each a “Client”). Each program shall be referred to herein individually as an “Agency Partner Program” and collectively as the “Agency Partner Programs”.

2. **Applying to be an Agency Partner.**

2.1. **Application Submission and Review.** To participate in the Agency Partner Programs, you will need to submit an application and be approved by Drip. When filling out the application, you must provide accurate, current and complete information. Upon your submission of your application, Drip will review and will use its commercially reasonable efforts to notify you of your acceptance or rejection. To the extent legally permissible, Drip reserves the right to accept or reject any application for any or no reason.

2.2. **Eligibility.** By submitting an application to participate in the Agency Partner Programs, you are entering into these Agency Partner Terms with Drip, which form a legally binding contract between you and Drip and you represent and warrant to Drip that: (a) you can form a binding contract with Drip; (b) your entering into these Agency Partner Terms and your participation in the Agency Partner Programs do not violate applicable local, state, national, and international laws, rules and regulations; (c) you are over eighteen (18) years of age; and (d) in the event you are applying and participating in the Agency Partner Programs on behalf of a company, organization, or other entity, you are an authorized representative of such entity with the authority to bind the entity to these Agency Partner Terms and do hereby agree to these Agency Partner Terms on such entity’s behalf (in which case, “you” includes you and the applicable entity).

3. **Agency Partner Portal.** If Drip accepts you into the Agency Partner Programs, you will be given access to an online portal for Agency Partners (the “Agency Partner Portal”) to participate in the Agency Partner Programs. You will be given access to the Agency Partner Portal through information you have provided to us, which you must keep accurate, complete, and up to date. You may not allow any third party to access the Agency Partner Portal and you must notify us immediately of any breach of security or unauthorized access to the Agency Partner Portal.

4. **Agency Partner Programs Business Models.** As part of its Agency Partner Programs, Drip allows Agency Partners to elect one of the following business models:

4.1. **Reseller Model.** Under the reseller business model of the Agency Partner Programs (“Reseller Model”), Agency Partners may purchase licenses to access and use the Drip Platform at a discounted price directly from Drip and resell those licenses to the Agency Partners’ Clients.

4.1.1. **Agency Partner Reseller Authorization.** If you elect to participate in the Reseller Model, then upon your receipt of Drip’s written approval of your application and subject to the terms and conditions of these Agency Partner Terms and the End User Agreement (as defined below), Drip hereby grants to you a freely revocable, limited, non-exclusive, non-transferable, worldwide right to implement, market, promote, and resell licenses to the Drip Platform solely for your Client’s access and use of the Drip Platform in accordance with the End User Agreement (as defined below). The foregoing authorization in this Section 4.1.1 is personal to you. Only you shall be entitled to sell the Drip Platform directly to your Clients under this Section 4.1.1 and you shall not use sub distributors and other third-party intermediaries without the prior written approval of Drip. For the avoidance of doubt, the foregoing authorization does not give you access or use of the Drip Platform except as necessary to implement the Drip Platform for your Clients for their internal business purposes and your access and use of the Drip Platform through any of the licenses you purchase

under the Reseller Model for any reason other than for implementing the Drip Platform for your Clients is a material breach of these Agency Partner Terms and the End User Agreement.

4.1.2. **Reseller Model Pricing.** As consideration for your participation in the Agency Partner Programs through the Reseller Model, you will be able to purchase licenses to access and use the Drip Platform at a discounted price and to exercise such other benefits identified in the Agency Partner Resources Page on the Agency Partner Portal in accordance with the payment terms set forth therein. When you elect the Reseller Model, you acknowledge and agree that as between you and Drip: (a) Drip will have the sole right to determine the price of the licenses to the Drip Platform and the discount you will receive for your purchase; and (b) you have the sole right to determine the pricing for your sale of such purchased licenses to the Drip Platform to your Clients. Without limiting any other requirements set forth in these Agency Partner Terms, to be able to participate licenses to the Drip Platform at a discounted price from Drip, you must register your deals with Drip and have your registration be approved by Drip in accordance with the procedure set forth in Section 5

4.1.3. **Client Access and Use.** In connection with any order received by you from your Clients for their access and use of the Drip Platform, you must provide any and all requested information including the Client's identity, business and email addresses, and any and all other information required by Drip to grant your Clients access and use of the Drip Platform. All such Client information must be accurate and complete and must reflect bona fide orders you have received from your Clients.

4.2. Referral Model.

4.2.1. **Referral Model Overview.** The referral business model of the Agency Partner Programs ("**Referral Model**") enables Agency Partners to implement, market and promote the Drip Platform to their Clients, who will purchase licenses to access and use the Drip Platform directly from Drip. Under the Referral Model, the Agency Partner will also be authorized to access and use the Drip Platform through the Agency Partner's Clients' accounts on the Drip Platform solely on behalf of the Clients.

4.2.2. **Agency Partner Referral Authorization.** If you elect to participate in the Referral Model, then upon your receipt of Drip's written approval of your application and subject to the terms and conditions of these Agency Partner Terms and the End User Agreement (as defined below), Drip hereby grants you a freely revocable, limited, non-exclusive, non-transferable, worldwide right to: (a) market and promote the Drip Platform; and (b) access and use the Drip Platform through your Clients' accounts to use the features and functionalities of the Drip Platform for your Clients' benefit – and not, for the avoidance of doubt, for your own internal business purposes. The foregoing authorization in this Section 4.2.2 is personal to you. Only you shall be entitled to market and promote the Drip Platform and access and use the Drip Platform through your Clients' account under this Section 4.2.2 and you shall not use sub distributors and other third-party intermediaries to assist in your exercise of the authorization granted to you under this Section 4.2.2. Additionally, the foregoing authorization in this Section 4.2.2 does not include – and you are explicitly restricted from – reselling licenses to the Drip Platform to your Clients under the Referral model.

4.2.3. **Commission.** When you elect the Referral Model of the Agency Partner Program, you may receive a single commission payment for each of your Clients for which you have a Drip-approved deal registration in accordance with the terms of Section 5 that purchase a license to access and use the Agency Partner Platform from Drip (each payment, a "**Commission**"). The current Commission rates, along with payment terms are available at the Agency Partner Resources Page on your Agency Partner Portal "**2023 Drip Agency Program**". Without limiting any other requirements set forth in these Agency Partner Terms, to receive a Commission (as defined below) from Drip, you must register your deals with Drip and have your registration be approved by Drip in accordance with the procedure set forth in Section 5.

4.2.4. **Referral Model Pricing.** When you elect the Referral Model, you acknowledge and agree that as between you, Drip, and your Clients, Drip has the sole right to determine the pricing for the Drip Platform.

4.2.5. **Terms and Conditions of Client Account Access.** Your access and use of the Drip Platform through your Clients' accounts is subject to the terms and conditions of the End User Agreement. You are solely responsible for your compliance with, and will be solely liable for, your failure to comply with, the terms and conditions of the End User Agreement when you access and use the Drip Platform through your Clients' account. Without limiting any other provision in these Agency Partner Terms, you will defend, indemnify and hold Drip harmless from and against any claims, losses, damages, costs (including attorneys' fees and costs) or other liability arising from or relating to your access and use of the Drip Platform through your Clients' accounts.

4.2.6. **Commission Services Provider.** Payment Processor. You acknowledge and agree that Drip is not a payment gateway or processor and that Drip uses a third-party payment processor in receiving and making payments to you and that Drip does not view or store your full credit card or other payment method information. For any Commissions due to you or for any purchases of licenses to the Drip Platform made by you, our third-party payment processor will collect your payment method details and credit or charge your chosen payment method. To receive a Commission or to purchase licenses, you may also be required to register with the

applicable payment processor. By participating in the 2023 Drip Agency Program, you acknowledge and agree that: (a) you have reviewed and agree to be bound by the terms of use of the applicable third-party payment processor; (b) Drip is not responsible for any failure of our third-party payment processor to credit or charge your chosen payment method or for any breaches of credit card or other payment method security or privacy; and (c) the failure to pay any fees due to Drip or the payment processor is a breach of these Program Terms and in such event, you acknowledge that Drip has the right to cancel or suspend your participation in the Agency Partner Programs.

4.2.7. **Connected Merchant Account; Reporting.**

4.2.7.1. *Account Registration.* Drip uses a third-party merchant services partner, currently PartnerStack, Inc. (“PartnerStack”), to manage and pay Commissions to its Agency Partners who elect to participate in its Agency Programs through the Referral Model. Accordingly, to participate in the Referral Model and to receive your Commission, you must register for an account with PartnerStack, which will be governed by PartnerStack’s terms of service and privacy policy, each of which are available at <https://www.partnerstack.com/policies> (“PartnerStack Terms”). The PartnerStack Terms are solely between you and PartnerStack; however, to participate in the Referral Model, you will be required to accept the PartnerStack Terms. ACCORDINGLY, DRIP SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY FAILURE BY DRIP TO PAY YOU ANY COMMISSIONS DUE TO YOU OR FOR ANY OTHER LIABILITY ARISING FROM OR RELATING TO YOUR FAILURE TO REGISTER FOR A PARTNERSTACK ACCOUNT OR FOR ANY OF YOUR OR PARTNERSTACK’S TERMINATION OF YOUR ACCESS AND USE OF THE PARTNERSTACK SERVICE FOR ANY OR NO REASON.

5. **Agency Partner Program Requirements.**

5.1. **Deal and Account Registration Requirements.** To receive the benefits under the Reseller Model or Referral Model, you must comply with the following deal registration and account requirements:

5.1.1. **Deal Registration.** To be able to purchase discounted licenses for a Client or to receive a Commission, you must register your actual or potential Client deal at <https://dash.growsumo.com/drip/referrals>. Once you submit a registration for your deal, Drip will provide you notice of approval or denial of your registration through the Agency Partner Portal within two (2) business days following your deal registration submission, such approval or denial to be determined by Drip at its sole discretion (including denying your deal registration if another Agency Partner has registered the actual or potential Client or if Drip has an existing or prospective relationship with your existing or prospective Client). Any approved registration of a Client will be valid ninety (90) calendar days from Drip’s notice to you of Drip’s approval of the registration. Upon the expiration of the ninety (90) calendar day period, you must apply for a renewal of your deal registration, which Drip may approve or deny at Drip’s sole discretion. ***YOU WILL NOT RECEIVE A LICENSE DISCOUNT OR A COMMISSION UNLESS AND UNTIL YOU HAVE AN ACTIVE DRIP-APPROVED DEAL REGISTRATION FOR THE APPLICABLE CLIENTS. IF YOUR DEAL REGISTRATION IS DENIED, IF YOUR DEAL REGISTRATION HAS EXPIRED, OR IF A DEAL REGISTRATION IS APPROVED AFTER YOU PURCHASE LICENSES FOR YOUR CLIENTS OR YOUR CLIENT HAS PURCHASED LICENSES TO THE DRIP PLATFORM, THEN IN EACH CASE YOU WILL RECEIVE NO LICENSE DISCOUNT OR COMMISSION ATTRIBUTABLE TO SUCH PURCHASES BY YOU OR YOUR CLIENT UNLESS OTHERWISE AGREED TO BY DRIP. IF YOU PARTICIPATE IN THE AGENCY PARTNER PROGRAMS UNDER THE RESELLER MODEL, YOU MUST REGISTER YOUR DEAL WITHIN SIXTY (60) CALENDAR DAYS FOLLOWING YOUR CLIENTS’ PURCHASE OF LICENSES TO THE DRIP PLATFORM. IF YOU FAIL TO REGISTER YOUR DEAL WITHIN SIXTY (60) CALENDAR DAYS FOLLOWING YOUR CLIENT’S PURCHASE OF LICENSES, YOU HEREBY WAIVER AND FORFEIT ANY AND ALL PAST AND FUTURE COMMISSIONS ATTRIBUTABLE TO THE UNREGISTERED DEAL.***

5.1.1.1. **Account Registration; Email Matching.** TO RECEIVE YOUR DISCOUNT ON YOUR PURCHASE OF LICENSES TO THE DRIP PLATFORM OR TO RECEIVE YOUR COMMISSIONS, YOU SHALL ESTABLISH A SEPARATE ACCOUNT AND SUBSCRIPTION FOR EACH CLIENT WITH DRIP AND PARTNERSTACK, AS WELL AS BE AN ADMINISTRATIVE MEMBER FOR NON-OWNED ACCOUNTS. DETAILED INFORMATION FOR THESE REQUIREMENTS CAN BE FOUND HERE: [HTTPS://HELP.DRIP.COM/HC/EN-US/ARTICLES/115003731551-DRIP-USER-LOGIN-ROLES-AND-CREATING-NEW-USER](https://help.drip.com/hc/en-us/articles/115003731551-DRIP-USER-LOGIN-ROLES-AND-CREATING-NEW-USER) ***S. FAILURE TO REGISTER FOR THE ACCOUNT WILL RESULT IN THE FORFEITURE OF ANY AND ALL COMMISSIONS AND THE INABILITY TO PURCHASE LICENSES TO THE DRIP PLATFORM FOR YOUR CLIENTS AT A DISCOUNTED RATE.*** ADDITIONALLY, TO RECEIVE YOUR DISCOUNT ON YOUR PURCHASE OF LICENSES TO THE DRIP PLATFORM OR TO RECEIVE YOUR COMMISSIONS, YOU WILL NEED TO REPORT TO PARTNERSTACK YOUR CLIENTS’ EMAILS FOR WHICH YOU DESIRE TO RECEIVE YOUR BENEFITS UNDER YOUR BUSINESS MODEL ***SHOULD THE EMAIL ADDRESS PROVIDED BY YOU TO PARTNERSTACK NOT MATCH THE EMAIL ADDRESS YOUR CLIENT REGISTERS WITH DRIP, YOU WILL NOT BE ABLE TO PURCHASE DISCOUNTED LICENSES ON BEHALF OF***

YOUR CLIENTS OR RECEIVE A COMMISSION FOR THE CLIENT AND NEITHER DRIP NOR PARTNERSTACK SHALL INCUR ANY LIABILITY FOR YOUR FAILURE TO BE ABLE TO PURCHASE DISCOUNTED LICENSES OR RECEIVE A COMMISSION.

5.2. Agency Partner Obligations. Upon your receipt of Drip's written approval of your application and as part of the Agency Partner Programs, you will: (a) implement the Drip Platform for your Clients (which includes any migration, configuration, policies, or training); (b) use commercially reasonable efforts to market, promote, and (if applicable) resell the Drip Platform to your Clients, including keeping Clients apprised of the most recent features and functionalities of the Drip Platform; (c) comply with all laws and regulations applicable to these Agency Partner Terms; (d) refer any Client complaints, issues or problems with the Drip Platform to Drip as soon as possible after you become aware of such complaints, issues or problems; and (e) except as otherwise provided herein, not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, imply that Drip has endorsed, recommended or guaranteed you or your products or services.

5.3. Non-Disparagement. You agree not to make any communication to any third party that would, or is reasonably likely to, disparage, create a negative impression of, or in any way be harmful to the business (including the Agency Partner Programs) or business reputation of Drip, its affiliates, and any of their respective successors and assigns, and the then current and former officers, directors, shareholders, partners, members, employees, agents and consultants (or person acting in a similar capacity) of each of the foregoing. WITHOUT LIMITING ANY OTHER PROVISION OF THESE AGENCY PARTNER TERMS, A BREACH OF THIS SECTION 5.3 IS AN INCURABLE MATERIAL BREACH OF THESE AGENCY PARTNER TERMS FOR WHICH DRIP MAY IMMEDIATELY TERMINATE YOUR PARTICIPATION IN THE AGENCY PARTNER PROGRAMS WITHOUT NOTICE OR LIABILITY TO YOU.

6. Additional Terms for Agency Partner Programs. Each Agency Partner Program is subject to additional terms and conditions that will be included in the Agency Partner Portal. Your participation in an Agency Partner Program is subject to those additional terms and conditions, which are hereby incorporated into these Agency Partner Terms by reference.

7. End User Agreement: Enforcement. These Agency Partner Terms are a separate agreement from the agreement Drip has with you, your Clients, and Drip's own end users (collectively, the "End Users") governing the End Users' access and use of the Drip Platform (the "End User Agreement"), which is available at www.drip.com/terms, as may be modified by Drip from time to time at Drip's sole discretion in accordance with the terms set forth therein. You agree to immediately notify Drip of any known or suspected breach of the End User Agreement or other unauthorized use of the Drip Platform and to assist Drip in the enforcement of the terms of the End User Agreement against you or any third party (including your Clients).

8. Client Relationship.

8.1. Client Licensing and Acceptance of End User Agreement. Client's access and use of the Drip Platform is subject to Client's agreement to and compliance with the End User Agreement and you may not purport to impose any other terms pertaining to the Client's use of the Drip Platform. You are responsible for ensuring that each Client enters into the End User Agreement in a manner that is legally binding upon the Client, including: (i) notifying each Client that the Drip Platform is subject to the End User Agreement and that by placing an order with you, the Client agrees to the End User Agreement to use the Drip Platform; (ii) including either a copy of or a link to the End User Agreement in each quotation and order form you issue or enter into with your Clients; or (iii) obtaining from each Client written confirmation of the acceptance of the End User Agreement prior to your Clients' access to the Drip Platform. You must provide evidence of your Clients' acceptance of the End User Agreement to Drip upon Drip's written request. You acknowledge and agree that Drip may terminate any Client's access and use of the Drip Platform if the Client does not agree to the terms and conditions of the End User Agreement and (if you have elected the Reseller Model) you shall be liable for any refunds due to Client because of such termination.

8.2. Client Business Practices. You agree not to represent yourself as an agent or employee of Drip. Drip may communicate with your Clients directly for the purpose of providing the Drip Platform, and for any other purpose Drip deems necessary. You will not make any representations regarding on Drip's behalf, or about the Drip Platform that are not approved by Drip or included in the End User Agreement. You agree not to engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to Drip or its products and agree to comply with all applicable federal, state and local laws and regulations while operating under these Agency Partner Terms.

9. Acknowledgment of License, Not Sale; Drip Rights. You acknowledge and agree that under these Agency Partner Terms and through your participation in the Agency Partner Programs, you only obtain a limited right to market, promote, and/or resell licenses to the Drip Platform and that irrespective of any use of the words "purchase," "sale" or like terms hereunder no ownership rights are being conveyed to you or your Clients under these Agency Partner Terms. DRIP RESERVES THE RIGHT TO DETERMINE THE PRICING FOR THE DRIP PLATFORM, WHICH MAY BE INCREASED OR DECREASED AT ANY TIME BY DRIP WITHOUT

NOTICE OR LIABILITY TO YOU OR TO ANY OF YOUR CLIENTS.

10. **Drip Platform Restrictions.** Except as permitted by these Agency Partner Terms and the End User Agreement, you shall not, and shall not permit any third party (including its Clients) to: (i) use the Drip Platform except as permitted by these Agency Partner Terms and the End User Agreement; (ii) modify or create any derivative work of any part of the Drip Platform; (iii) permit any parent, subsidiaries, affiliated entities or third parties to use the Drip Platform; (iv) process or permit to be processed the data of any other party unless in connection with your authorized use of the Drip Platform; (v) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make the Drip Platform available to any third party other than to Clients; (vi) loan, assign or otherwise transfer to a third party the Drip Platform or any copy thereof, in whole or in part; (vii) use the Drip Platform for third-party training, commercial time-sharing or service bureau use; (viii) exceed any access Drip allows it; (ix) access Drip services or resources without Drip's authorization; or (x) remove any copyright or other proprietary notices incorporated on or in the Drip Platform by Drip. You shall have no rights to any source code for the Drip Platform. You agree that, except to the extent permitted by law, you shall not cause or permit the disassembly, decompilation or reverse engineering of the Drip Platform or otherwise attempt to gain access to the source code to the Drip Platform (or the underlying ideas, algorithms, structure or organization of the object code in the Drip Platform). Without limiting the foregoing, in the event that you desire to reverse engineer the Drip Platform for interoperability purposes, you agree to first contact Drip and provide Drip an opportunity to create such changes as are needed for interoperability purposes. Breach of this Section may violate the Computer Fraud and Abuse Act, Economic Espionage Act, or other laws.

11. **Intellectual Property Rights.**

11.1. **Drip Content.** The Drip Platform and all materials therein or transferred thereby, including software, images, text, graphics, illustrations, logos, patents, service marks, copyrights, photographs, audio, and video and any copies, modifications, and derivative works of the foregoing (collectively, the "**Drip Content**"), and all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction ("**Intellectual Property Rights**") related thereto, are the exclusive property of Drip and its licensors. Except as explicitly provided herein, nothing in these Agency Partner Terms shall be deemed to create or grant to End Users a right or license in and to the Drip Content or any related Intellectual Property Rights. Use of the Drip Content for any purpose not expressly permitted by these Agency Partner Terms is strictly prohibited.

11.2. **Feedback.** You or your Clients may choose to, or Drip may invite you or your Clients to, submit comments or ideas about the Drip Platform and Drip's other products and services ("**Ideas**"). By submitting any Idea, you agree that such disclosure is gratuitous, unsolicited and without restriction and will not place Drip under any fiduciary or other obligation, and that Drip is free to use the Idea without any additional compensation to you or your Clients, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by Drip's acceptance of your and/or your Clients' Ideas, Drip does not waive any rights to use similar or related ideas previously known to Drip, or developed by its employees, or obtained from other sources.

11.3. **Your Trademarks License.** You hereby grant to Drip a limited, personal, nontransferable, royalty-free revocable license during the Term of these Agency Partner Terms to link to, download, and reproduce those trademarks, marks, and trade names you may adopt from time to time ("**Your Trademarks**") to identify you as a partner of Drip and to display Your Trademarks in Drip's marketing materials and the portions of Drip's website relating to its agencies, partners, and resellers. You may at any time opt out of this Section by contacting Drip, after which Drip will remove any posted materials in a commercially reasonable timeframe.

12. **Term and Termination.**

12.1. **Term.** These Agency Partner Terms will remain in effect until terminated by either party to these Agency Partner Terms ("**Term**").

12.2. **Termination.** Either party may terminate these Agency Partner Terms and Agency Partner's participation in the Agency Partner Programs for any reason or no reason by providing fifteen (15) days' written notice to the other party; *provided that*, if Agency Partner terminates these Agency Partner Terms for any reason other than for material breach within one (1) year following Agency Partner's receipt of written application approval from Drip, Agency Partner shall return to Drip any and all amounts prepaid to Agency Partner by Drip. In addition to any other remedies it may have, either party may also terminate these Agency Partner Terms upon five (5) days' notice (or immediately without notice in the case of nonpayment or abuse of the Drip Platform), if the other party materially breaches any of the terms or conditions of these Agency Partner Terms. Drip may also terminate these Agency Partner Terms immediately upon notice to you if: (a) Drip ceases to generally offer or operate the Drip Platform or the Agency Partner Programs; or (b) Drip reasonably believes that continuing hereunder could result in business or legal liability for Drip or otherwise harm Drip or any End User.

12.3. **Effect of Termination.** You expressly agree that Drip will have no obligation or liability to you resulting from the

termination of these Agency Partner Terms. Upon termination of these Agency Partner Terms: (a) you shall make full payment of any and all outstanding amounts due to Drip; (b) you will cease identifying yourself as a partner of Drip; and (c) you must destroy or return, at Drip's sole discretion, any and all of Drip's Confidential Information (as defined below) and Drip Content that you may have under your control or possession and must certify your compliance with this Section upon request by Drip. If Drip terminates these Agency Partner Terms for nonpayment or Drip is otherwise unable to collect payment from you, Drip may, at its discretion, charge, invoice and attempt to collect allocated or pro-rata charges from your Clients for use of the Drip Platform. All Sections of these Agency Partner Terms which by their nature should survive termination will survive termination, including accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

13. **Confidentiality.** Except as otherwise set forth in these Agency Partner Terms, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any technology, information, or materials provided by Drip (including the Drip Platform) and any performance information relating to the Drip Platform shall be deemed Confidential Information of Drip without any marking or further designation. Any data, information, or material furnished by you to Drip about the Clients or provided to Drip by Clients ("**Client Data**") shall be deemed your Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. Notwithstanding the foregoing in this Section, Drip may disclose Client Data to third parties if it determines that disclosure is reasonably necessary to protect any person from death or serious bodily injury, to investigate or prevent fraud or abuse of Drip or any End Users, or to protect Drip's property or other legal rights. Drip may also in the future publish transparency reports containing Client Data.

14. **Indemnity.** You are fully responsible for any and all liabilities and expenses of any type that may arise as a result of your participation in the Agency Partner Programs, including your resale of the Drip Platform to your Clients. You will defend, indemnify and hold Drip harmless from and against any claims, losses, damages, costs (including attorneys' fees and costs) or other liability arising from or relating to: (a) any breach or alleged breach by you of any term of these Agency Partner Terms; (b) any issuance by you of any representation or warranty regarding Drip, the Drip Platform or any related services in a manner inconsistent with Drip's descriptions of the Drip Platform and the representations and warranties granted to End Users in the End User Agreement; (c) your or your Clients' breach of the End User Agreement; or (d) any other acts or omissions in connection with the marketing or resale of the Drip Platform under these Agency Partner Terms. Drip shall have the right to participate at its expense in any such dispute.

15. Your Representations and Warranties.

15.1. **Representations and Warranties.** You represent and warrant to Drip that: (i) you have the right, power, and authority to enter into these Agency Partner Terms and to perform your obligations and to grant the rights under these Agency Partner Terms; and (ii) you have all necessary rights to any and all information, content and other materials provided by you hereunder, and that Drip's use thereof in accordance with these Agency Partner Terms will not infringe, misappropriate or otherwise violate the rights of any third party.

15.2. **Disclaimer of Warranties.** NO WARRANTY, EXPRESS OR IMPLIED, IS MADE BY DRIP HEREUNDER WITH RESPECT TO THE AGENCY PARTNER PROGRAMS OR THE DRIP PLATFORM OR ANY RELATED SERVICES TO BE SUPPLIED HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE BY DRIP REGARDING THE RESULTS OF THE AGENCY PARTNER PROGRAMS, THE DRIP PLATFORM OR THAT USE OF THE DRIP PLATFORM WILL BE UNINTERRUPTED, OR THAT ANY ERRORS OR DEFECTS IN THE DRIP PLATFORM WILL BE CORRECTED, OR THAT THE DRIP PLATFORM'S FUNCTIONALITY WILL MEET YOUR OR YOUR CLIENTS' REQUIREMENTS. YOU ACKNOWLEDGE IT IS YOUR AND YOUR CLIENTS' RESPONSIBILITY TO REGULARLY BACK UP DATA MAINTAINED ON THE DRIP

PLATFORM.

16. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL DRIP'S LIABILITY ARISING OUT OF THESE AGENCY PARTNER TERMS, THE AGENCY PARTNER PROGRAMS, OR YOUR OR YOUR CLIENTS' ACCESS AND USE OF THE DRIP PLATFORM EXCEED THE GREATER OF: (A) THE AMOUNT RECEIVED BY DRIP FROM YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE AGENCY PARTNER PROGRAMS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY; OR (B) \$100. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL DRIP BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THESE AGENCY PARTNER TERMS. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF LIABILITY AND THE DISCLAIMER OF WARRANTIES INCLUDED HEREIN REPRESENT A REASONABLE ALLOCATION OF RISK AND ARE A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. Export Regulation; Foreign Corrupt Practices Act; Government Users. The Drip Platform, including any software, documentation, and any related technical data included with, or contained in, the Drip Platform, and any products utilizing the Drip Platform, and any related software, documentation, or technical data (collectively, "**Regulated Items**") may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. You shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Items to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Items is prohibited by applicable federal law, regulation, or rule. You shall be responsible for any breach of this Section by you, and your and your affiliates' Clients, employees, officers, directors, customers, agents, distributors, resellers or vendors. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, or releasing any Regulated Items. In conformity with the United States Foreign Corrupt Practices Act and with Drip's position on foreign business practices, You and your employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government within the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to, and in order to assist Drip to, obtain, retain or direct any such business. The Drip Platform is commercial computer software. If the user or licensee of the Drip Platform is an entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Drip Platform, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of these Agency Partner Terms and the End User Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Drip Platform were developed fully at private expense. All other use is prohibited.

18. Governing Law, Dispute Resolution, and Class Action/Jury Trial Waiver.

18.1. **Governing Law.** These Agency Partner Terms shall be governed by the internal substantive laws of the State of Minnesota, without respect to its conflict of laws principles. The parties acknowledge that these Agency Partner Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Agency Partner Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Minneapolis, Minnesota for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Minneapolis, Minnesota is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

18.2. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DRIP. For any dispute with Drip, you agree to first contact us at legal@ave81.com and attempt to resolve the dispute with us informally. In the unlikely event that Drip has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Agency Partner Terms, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures

then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Minneapolis, Minnesota, unless you and Drip agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

18.3. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE AGENCY PARTNER TERMS, YOU AND DRIP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

18.4. Provisional and Equitable Remedies. Nothing in this Section shall be deemed as preventing the parties from seeking provisional remedies in aid of arbitration, including orders to stay a court action, compel arbitration, or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary.

19. Notification Procedures and Changes to these Agency Partner Terms. Drip may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, drip.co, as determined by Drip in our sole discretion. Drip reserves the right to determine the form and means of providing notifications to you. Drip is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Drip may, in its sole discretion, modify or update these Agency Partner Terms from time to time, and so you should review this page periodically. When we change these Agency Partner Terms in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to these Agency Partner Terms. If you do not agree to any of the changes, then you may terminate your participation in the Agency Partner Programs by providing us written notice at support@drip.com.

20. General.

20.1. Assignment. These Agency Partner Terms and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Drip but may be assigned by Drip without restriction. These Agency Partner Terms will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns. Any non-permitted assignment will be void and have no effect.

20.2. Relationship of the Parties. The parties shall be independent contractors pursuant to these Agency Partner Terms. Nothing contained in these Agency Partner Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party, by virtue of these Agency Partner Terms, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party.

20.3. Interpretation. These Agency Partner Terms will be deemed product of all the parties and will not be construed against either party for playing any greater part in its preparation. References to any Section or paragraph in these Agency Partner Terms are to those contained in these Agency Partner Terms. The use of the terms "including," "includes," and "include" mean "including without limitation," "include without limitation" or "includes without limitation." The singular includes the plural and vice versa. The expression "this Section" will, unless followed by reference to a specific provision, be deemed to refer to the whole clause in which the expression occurs.

20.4. No Waiver. No waiver of any term of these Agency Partner Terms shall be deemed a further or continuing waiver of such term or any other term. No delay or failure by Drip to require performance of any obligation under these Agency Partner Terms will constitute a waiver, then or in the future.

20.5. Entire Agreement. These Agency Partner Terms, together with any amendments and any additional agreements you may enter into with Drip in connection with the Agency Partner Programs (including the End User Agreement and the terms applicable to an Agency Partner Program), shall constitute the entire agreement between you and Drip concerning the Agency Partner Programs. If any provision of these Agency Partner Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Agency Partner Terms, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement

shall be unenforceable.

20.6. **Contact.** Please contact us at support@drip.com with any questions regarding these Agency Partner Terms or the Agency Partner Programs.