REFERRAL AGREEMENT TERMS AND CONDITIONS

These Referral Terms and Conditions govern, supplement and are hereby made a part of the BluIP Referral Partner Agreement, including all schedules, addendum, exhibits, linked urls and the like ("Agreement") and describe the terms and conditions under which the named partner on the Partner Relationship Terms ("Partner") becomes a member of the BluIP, Inc. ("BluIP") Partner program as a Referral Partner. The effective date of these Terms and Condition ("Effective Date") shall be the last date upon which the Agreement is executed Defined terms as set forth in the BluIP Partner Agreement, or are as commonly understood in the telecommunications industry.

WITHOUT LIMITING THE EFFICACY OF THE AGEEMENT, BY SIGNING THESE REFERRAL AGREEMENT TERMS AND CONDITIONS, OR A DOCUMENT THAT INCORPORATES THESE REFERRAL AGREEMENT TERMS AND CONDITIONS, PARTNER EXPRESSLY AGREES TO FOLLOW AND TO BE BOUND HEREBY. THESE REFERRAL AGREEMENT TERMS AND CONDITIONS INCLUDE THE APPLICABLE BLUIP POLICIES WHICH ARE HEREBY INCORPORATED. THE BLUIP POLICIES ARE LOCATED AT HTTP://WWW.BLUIP.COM/LEGAL OR ARE ACCESSIBLE BY CLICKING "POLICIES." THE BLUIP POLICIES APPLICABLE TO THIS AGREEMENT ARE THE BLUIP: ACCEPTABLE USE POLICY OR "AUP," TERMS OF USE, CODE OF ETHICS AND CONDUCT AND PRIVACY POLICY. PLEASE READ ALL DOCUMENTS COMPRISING THE AGREEMENT CAREFULLY. THE PERSON ENTERING INTO THE AGREEMENT, ON BEHALF OF PARTNER, CONFIRMS, WARRANTS AND REPRESENTS THAT THEY HAVE READ AND UNDERSTAND THEAGREEMENT, INCLUDING ALL OF ITS TERMS AND CONDITIONS, AND HAVE THE AUTHORITY TO BIND PARTNER AND ITS RELATED PARTIES HERETO.

1. APPOINTMENT OF PARTNER

1.1. **Grant of Appointment**. BluIP appoints Partner as a non-transferable, non-exclusive Referral Partner in accordance with the terms of this Agreement.

1.2. **Obligations of Appointment.** "Obligations of Appointment" means the satisfaction of each of the following.

1.2.1. ***Service Obligations***. During the Term of this Agreement, Partner agrees to use best commercially reasonable efforts to: (a) coordinate Referral efforts with BluIP sales and other personnel; and, (b) participate with BluIP in forecast reviews with respect to Referrals and prospective Referrals. "**Referral**": A sale to a prospective Customer: that occurs as a direct result of Partner having completed the Referral Obligations. To qualify as a "Referral," the sale must occur within 180 days (as reasonably calculated by BIP) of the initial meeting between BluIP and the prospective Customer. "**Referral Obligations**": Arranging one or more meetings for BluIP with an employee or department of the Customer or prospective BluIP customer that is authorized to make purchasing decisions on behalf of the Customer, or prospective Customer, and a Referral occurs as a direct result of such meeting(s);

1.2.2.***Deal Registration.*** Partner will register all Referrals by sending an email to sales@bluip.com. The email must specify the Customer name, address, authorized purchaser personnel's contact information and the bona fide, committed user counter. The registration will become effective when Partner receives its deal registration id number; and,.

1.2.3. ***Conduct of Partner.*** Partner shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any materials provided by BluIP for Partner's use under this Agreement. Partner shall not have the authority to legally bind BluIP to any third person. Partner acknowledges, understands and agrees that it is not authorized, under this Agreement, to sell or resell to a Customer, BluIP products and services (including third party products/services made available by BluIP to a Customer). Partner will observe a commercially reasonable standard of integrity and fair dealing with all matters concerning BluIP. Without limiting the foregoing, Partner shall not make any, warranties concerning the BluIP Products and Services (or any other BluIP products and services, or those of its suppliers or related parties) nor any statements that are false or misleading or divergent from the information and materials supplied by BluIP.

2. FEES AND PAYMENTS. Partner Fees are set forth in schedules, exhibits, addenda, and the like attached or otherwise made a part of this Agreement. Each party shall be responsible for its own costs and expenses relating to the activities hereunder.

3. TERM AND TERMINATION.

3.1. **Termination Without Cause**. Either party may terminate this Agreement, without cause, at any time, with notice to the other party.

3.2. **Termination for Cause**.

3.2.1. Either party may terminate this Agreement if the other party is in is in material breach of this Agreement and such breach continues for more than thirty (30) days following the date of notice thereof to such other party.

3.2.2. Additionally, and notwithstanding anything set forth in this Agreement to the contrary, BluIP shall have the right to immediately terminate this Agreement, or part thereof, without notice or cure period, upon any of the following occurrences: (a) violation by Partner of an applicable law or applicable **POLICIES** (b) a Customer has requested the removal of Partner from its account; (c) BluIP determines that Partner is "Churning" accounts (i. e., making excessive changes to a Customer's account or encouraging a Customer to move its account to another service provider); (d) BluIP reasonably suspects fraud or material misrepresentation by Partner; (e) Partner's termination or suspension of its business or Partner's insolvency, whether or not declared or recognized as such under applicable law; (f) governmental prohibition or required alteration of the Products and Services; (g) a Referral has not occurred for twelve (12) months or more; or, (h) Partner's failure to pay any undisputed amounts under this Agreement for ten (10) or more days following the date of notice to pay.

3.3. **Effect of Termination.** Without limiting anything else set forth under this Agreement: (a) unless otherwise expressly set forth under this Agreement, any termination of this Agreement shall not relieve either party of its obligation to pay any charges or fees incurred or committed prior to such termination and which survive such termination; (b) upon the end of this Agreement, Partner must immediately cease holding itself out as a BluIP Partner; and, (c) within five (5) days of the termination date, Partner shall delete or return all BluIP materials, subject to retention required by applicable law or data retention procedures.

4. LIABILITY

4.1. **Warranty Disclaimers**. OTHER THAN AS EXPRESSED IN THE ABOVE SECTION 4.1 ("WARRANTIES"), BLUIP MAKES NO WARRANTY OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING

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WITHOUT LIMITATION WITH REGARD TO THE PRODUCTS AND SERVICES AND ANY OTHER INFORMATION, SERVICES OR MATERIALS PROVIDED OR MADE AVAILABLE BY BLUIP UNDER THIS AGREEMENT, AND BLUIP HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.2. **Limitation of Liability**. IN NO EVENT WILL EITHER PARTY BE LIABILE TO THE OTHER PARTY OR ITS RELATED PARTIES FOR ANY CONSEQUENTIAL, LIKE OR SIMILAR TYPE DAMAGES, TRANSMISSION OF MALICIOUS CODE, LOST REVENUES, LOST PROFITS, LOST CUSTOMERS OR LOSS OF GOODWILL. THE CUMULATIVE, AGGREGATE LIABILITY OF BLUIP WHETHER THE LIABILITY ARISES IN CONTRACT, FROM TORTIOUS OR FROM ANY OTHER ACTS OR OMISSIONS WILL BE DIRECT DAMAGES, IN THE AMOUNT OF THE LESSER OF: (a) ONE THOUSAND DOLLARS ($1,000); OR, (b) THE PARTNER FEES PAID DURING THE TWELVE (12) MONTHS IMMEDIATLEY PRECEDING THE COMMENCEMENT OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, NONE OF THE BLUIP SUPPLIERS OR THEIR RELATED PARTIES OR SUPPLIERS WILL BE LIABLE TO PARTNER OR ITS RELATED PARTIES FOR DAMAGES OR LIABILITY OF ANY KIND.

4.3. **Indemnification.** Partner shall indemnify, defend and hold BluIP, its Related Parties, and each of their related parties harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees), related to Partner's acts or omission in violation of this Agreement.

5. CONFIDENTIALITY.

5.1 **Definition, Protection and Use.** Each party agrees to maintain, using the same degree of care it would to protect its own Confidential Information, any and all information disclosed by one party to the other party, or otherwise learned by the receiving party marked "confidential" or disclosed or learned under circumstances that would lead a reasonable person to conclude that such information was confidential ("Confidential Information"). BluIP's Confidential Information includes, without limitation, all existing and prospective Customer lists and information, the Products and Services, and the terms of this Agreement. Confidential Information does not include information which (a) is in the public domain through no breach of this Agreement by recipient; (b) was or lawfully becomes known to Company without obligation of confidentiality; or (c) was independently developed by Company without use of BluIP's Confidential Information. Neither party shall use the other party's Confidential Information for any purpose other than in connection with the exercise of its rights and obligations under this Agreement, and shall .not disclose Confidential Information to any person, other than an employee, unless such recipient has a need to know such Confidential Information, and is bound, in writing, by terms at least as restrictive as those set forth herein.

5.2. **Required Disclosures.** Recipient may disclose Confidential Information to the extent required by law or judicial order, provided that recipient shall: (a) notify discloser of any duty to disclose, affording opportunity for discloser to take protective actions (except to the extent notice is prohibited by law); and, (b) disclose only as much of the Confidential Information as so required, maintaining all proprietary notices applicable to such Confidential Information.

5.3. **Return of Information.** Without limiting anything set forth in this Agreement, upon written request in connection, each party shall deliver to the other party or destroy all copies (other than archival or legally maintained) of such other party's Confidential Information.

6. Modification or Amendment. BluIP may modify or amend the terms of the Agreement (including all schedules, addenda, exhibits and the like [whether accessible by URL or physically attached], and including the Partner Referral Agreement and/or the Terms and Conditions) at any time, with notice to Partner (email acceptable or posting to Partner portal), by posting a copy of the modified or amended Agreement available at https://www.bluip.com/company/legal, or by clicking here. Unless Partner notifies BluIP, in writing to the contrary, pursuant to the notice provisions of Section 6, Partner will be deemed to have agreed to any such modification or amendment as of the date that the modified or amended Agreement is made available through BluIP website, or by clicking above.

7. General. This Agreement benefits the parties to it, and there are no intended third party beneficiaries. All provisions regarding intellectual property, confidentiality, data protection and privacy, indemnification, limitation of liability, and each clause, which by its nature would survive the expiration or sooner termination of this Agreement, will survive the expiration, or sooner termination of this Agreement. Partner shall make no expenditure in the performance of this Agreement to government officials or (prospective) Customers or to any other person or entity. To that end, at all times hereunder, Partner will be in compliance with all applicable laws. Foreign Corrupt Practices Act, the U.K. Bribery Act, the OECD Convention on Combating Bribery of Public Officials in International Business and the UN Convention Against Corruption. Partner may not assign or transfer, by operation of law or otherwise, any of Partner's rights under, nor any part or parts of this Agreement to any third party without BluIP's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void, and if authorized will bind and inure to benefit of the parties and the transferee. Failure of a party to demand performance of any provision of this Agreement will not constitute a waiver of any right under this Agreement. If any provision of this Agreement is unenforceable, such provision will be deemed or actually modified and interpreted to accomplish the objectives sought by such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. If any applicable present or future government authority or law requires a modification or waiver of any term of this Agreement, the parties will promptly and in good faith undertake actions required by such law or authority. Each party shall timely, reasonably and good faith, perform or cause to performed, all further acts reasonably requested by a party in order to carry out the provisions and purposes of this Agreement. This Agreement will be governed by the laws of the State of California, without regard to any of its conflict of laws. Any action or proceeding relating to this Agreement must be brought in a federal or state court in and under the laws of Los Angeles county, California or the federal jurisdiction of the Southern District of California in Los Angeles county (provided, however, that nothing will prevent BluIP from seeking injunctive relief to enforce this Agreement in any venue or jurisdiction, as determined in BluIP's sole discretion), and each party irrevocably submits to the jurisdiction and venue of any such court in any such proceeding. If any action is brought to enforce this Agreement, the prevailing party will be entitled to receive its costs, expenses, and reasonable attorneys' fees, in addition to any other relief it may receive. Partner's suspected, threatened or actual violation of this Agreement, such as confidentiality, intellectual property or security obligations, will result in irreparable harm, and will entitle BluIP to seek equitable relief. Neither party will be liable for delays or any failure to perform this Agreement due to events of force majeure, i. e., causes beyond its reasonable control, including pan or epidemics; provided that each party will be responsible for cyber-crime committed in respect of its facilities, whether under its control or the control of third parties. This Agreement does not, in any way, create, nor shall it be

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interpreted or construed as creating or establishing, a partnership, joint venture, employment relationship, franchise, agency or any other similar relationship between the parties; the parties are independent contractors of each other. Notices may be sent through e-mail if expressly indicated under this Agreement (deemed received the day sent), or if email is not so indicated, then through mail (deemed received the sooner of delivery, or within three business days of sending), or other delivery; provided in either case proof of receipt is available. BluIP will use Partner's details documented in this Agreement to send notices. Partner shall send notices to BluIP, if at all, at the then-current contact information posted on the BluIP website, with a copy to legalnotice@bluip.com. The Agreement may be executed in counterparts, all of which together shall comprise a fully executed Agreement. Digital, scanned, facsimile or other electronic signatures shall effective and binding, as shall be original ink. The Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

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