

Stitch Labs

Partner Program Terms

These Stitch Labs Partner Program terms (this “Agreement”) constitute a legal agreement between you (“you”) and Stitch Labs, Inc. (“Stitch Labs”) governing your participation in the Stitch Labs Partner Program (the “Program”). Please read this Agreement carefully. By applying to or participating in the Program, you accept all of the terms of this Agreement.

1. Application and Participation in the Program

1.1 Application

The Program enables participants to introduce Stitch Labs’ products and services (the “Services”) to their customers, members or others (“Prospects”) and refer them to Stitch Labs. Stitch Labs reserves the right in its sole discretion to accept or decline your application to participate in the Program and impose any conditions or limitations on your participation in the Program. You acknowledge that Stitch Labs markets the Services directly and works with other partners to market the Stitch Labs Services, and as such your participation in the Program is on a non-exclusive basis

1.2 Prospects

Stitch Labs may offer Prospects incentives and benefits for signing up for the Services from time to time, the offer and nature of which shall be determined by Stitch Labs at its sole discretion. Stitch Labs reserves the right in its sole discretion to change or discontinue any incentives or benefits at any time and without notice to you.

1.3 Referral URL and Website

Stitch Labs may provide you with a referral URL (“Referral URL”), which resolves to a Stitch Labs website where Prospects may sign-up for the Services, for inclusion by you in your introductory communications and materials to Prospects (“Introductions”). You may include the Referral URL in Introductions solely to promote Stitch Labs and the Services as authorized under this Agreement. You may not frame the Referral URL or website, include cookies or tracking devices, use worms, viruses or similar harmful or malicious programming routines in the Referral URL, or cause any doorway or other intermediary visual to open when Prospects click on the Referral URL.

1.4 Introductions

You are solely responsible for your Introductions and all associated content. From time to time, Stitch Labs may provide you with a Referral URL, trademarks, logos, and other distinctive brand features or materials for use in Introductions (“Stitch Labs Materials”). You may include the Stitch Labs Materials in Introductions solely to promote Stitch Labs and the Services as authorized under this Agreement. Stitch Labs reserves the right in its sole discretion, but shall not be under any obligation, to review and approve or reject your Introductions (and any changes thereto) or the use of Stitch Labs Materials therein prior to your use thereof. Stitch Labs’ approval of your Introductions will not relieve you from your sole responsibility therefore or your indemnification obligations under this Agreement.

2. Partner Responsibilities

2.1. Promotion Activities

You shall bear all costs and expenses related to your marketing or promotion of Stitch Labs, and/or Partner's Partner Program activities in any area, location, territory or jurisdiction, unless otherwise determined by Stitch Labs in its sole discretion.

Promotion of Services includes, but is not limited to, the marketing activities listed in Schedule A, attached hereto (the "Joint Marketing Initiatives").

You may not make any product warranties or contractual commitments on behalf of Stitch Labs.

2.2. Compliance with Laws

In addition to, and without limiting the provisions of this Agreement, you shall perform your obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

2.3. Partner Duty to Inform

You must promptly inform Stitch Labs of any information known to Partner that could reasonably lead to a claim, demand or liability of or against Stitch Labs and/or any related entities (the "Stitch Labs Related Entities") by any third party.

2.4. Other Partner Terms

If you are an individual, you must be 18 years or older or at least the age of majority in the jurisdiction where you reside.

To become a Partner, you must create a Partner Account by providing your first name, last name and company name (if applicable), email address, and any other information indicated as required. Stitch Labs may reject an application for a Partner Account for any reason, in its sole discretion. Stitch Labs will use the email address you provide as the primary method for communication. You are responsible for keeping your Partner Account password secure. Stitch Labs cannot and will not be liable for any loss or damage arising from your failure to maintain the security of your Partner Account and password.

If you sign up for a Partner Account on behalf of an entity, your employer shall be deemed to be the Partner for the purpose of this Agreement, and you represent and warrant that you have the authority to bind the entity to this Agreement. Each Partner is responsible for assuring that its employees, agents and subcontractors comply with this Agreement.

You will be responsible for the performance of all your obligations under the Agreement, regardless of whether you subcontract any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Partner.

Your participation in the Stitch Labs Partner Program, including information transmitted to or stored by Stitch Labs, is governed by the Stitch Labs Privacy Policy found at [Stitch Labs.com/legal/privacy](https://stitchlabs.com/legal/privacy).

Other than the limited license to use the Stitch Labs Trademarks pursuant to Section 5 of this Agreement, you may not use the Stitch Labs Trademarks and/or Stitch Labs Related Entities' names or trademarks (meaning any names and/or trademarks or any other protected marks associated with the Stitch Labs Service, Stitch Labs Inc. or the Stitch Labs Related Entities)

and/or variations or misspellings thereof in Partner's business name, logo, branding, advertising, social media or domain name (including without limitation top-level domains, sub-domains and page URLs).

3. Fees And Payments

3.1 Revenue Sharing Plans

Subject to: (i) your compliance with this Agreement, and (ii) the revenue sharing plan associated with your activities pursuant to the Partner Program, you shall be entitled to receive certain fees ("Fees") from Stitch Labs described below.

3.2 Revenue Share for Referral

1. Stitch Labs will pay you Fees for Introductions that result in a Prospect subscribing for Services. If a Prospect subscribes for Services within 90 days following your Introduction, Stitch Labs will pay you Fees equal to a percentage off the subscription fees actually paid by the Prospect for the first year of the Prospect's subscription as identified on the Partner Account dashboard or in writing between you and Stitch Labs, except: (i) you will not receive Fees for a Prospect until after expiration of any opt-out period, if applicable; and (ii) Stitch Labs will not pay any Fees for Prospects with whom Stitch Labs has an existing relationship or within 90 days prior to the Introduction requested a demo or free trial or was introduced to Stitch Labs by another partner.

2. Stitch Labs reserves the right to (i) demand and receive information from you about any Prospect, including but not limited to information with respect to traffic sources and methods used to acquire the Prospect, and to (ii) assess the legitimacy and qualification of such Prospect for the purposes of determining whether a Fee is payable for such Prospect.

3.3 Payment

Stitch Labs distributes Fees owed to its Partners within 30 days following the end of each calendar quarter (a "Payment Period"). If the Fees owed to you are less than USD \$100 at the end of any Payment Period, Stitch Labs may withhold payment of Fees until the end of the next Payment Period in which the balance of unpaid Fees owed to you are USD \$100 or more.

3.5 Additional Payment Information

1. All payments are subject to fraud and risk analysis considerations and anti-money laundering procedures and may be withheld during the period of investigation.

2. Notwithstanding anything to the contrary in this Agreement, Stitch Labs shall not be responsible to pay any Fees:

1. related to revenues that have been refunded to Prospects by Stitch Labs;
2. for a Prospect owned in whole or in part by a Partner;
3. related to fraudulent sales;
4. related to revenues that have been subject to chargebacks; or
5. to Partners who are employed by or who are contractors of Stitch Labs.

4. Licenses

4.1 Stitch Labs Materials

Stitch Labs hereby grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable, limited right and license during the term of this Agreement to use, reproduce, publicly perform, publicly display, and distribute Stitch Labs Materials provided by Stitch Labs solely to promote Stitch Labs and the Services as authorized under this Agreement and in compliance with any guidelines provided to you. Except as specifically set forth herein, you have no right, title, license, or interest in the Stitch Labs Materials. All goodwill related to Stitch Labs and the Stitch Labs Materials arising out of your use of the Stitch Labs Materials will inure solely to the benefit of Stitch Labs.

You may not alter, amend, adapt or translate the Stitch Labs Materials without Stitch Labs's prior written consent. Nothing contained in any Stitch Labs Materials shall in any way be deemed a representation or warranty of Stitch Labs or any of Stitch Labs Related Entity. The Stitch Labs Materials shall at all times be the sole and exclusive property of Stitch Labs and no rights of ownership shall at any time vest with you even in such instances where Partner has been authorized by Stitch Labs to make changes or modifications to the Stitch Labs Materials.

4.2 Materials

You hereby grants Stitch Labs a non-exclusive, royalty-free, non-sublicensable, non-transferable, limited right and license to use, reproduce, publicly perform, publicly display, and distribute your name, trademarks, logos, and other distinctive brand features ("Partner Materials") to promote your participation in the Program and in connection with Stitch Labs' promotion and marketing of the Services.

5. Termination

Your participation in the Program is voluntary and you may terminate your participation in the Program at any time on 30 days' written notice to Stitch Labs. Likewise, Stitch Labs reserves the right in its sole discretion to suspend or terminate your participation in the Program for any reason or no reason whatsoever at any time upon written notice to you. Upon any suspension or termination of your participation in the Program, you will immediately cease all Introductions, all rights and licenses granted under this Agreement will immediately cease and you will return or destroy all Stitch Labs Materials in your possession. Sections 2 and 6 through 10 of this Agreement will survive any termination of this Agreement. If either you or Stitch Labs terminates this Agreement without cause, Stitch Labs will pay you Fees for Introductions made prior to the termination date where the Prospects subscribe for Services within 90 days after the termination date. If Stitch Labs terminates the Agreement with cause, your rights under Section 3 are terminated.

6. Intellectual Property Rights

6.1. Proprietary Rights of Stitch Labs

As between you and Stitch Labs, the Stitch Labs Materials, all demographic and other information relating to Prospects including Prospects, prospective Partners and Partners, the Services, the Stitch Labs API, Merchant Data, and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Stitch Labs and/or Stitch Labs Related Entities or otherwise related to the Service, Stitch Labs Partner Program, Stitch Labs and/or Stitch Labs Related Entities, together with all copyrights, trademarks,

patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, “Stitch Labs Property”) shall be and remain the sole and exclusive property of Stitch Labs. To the extent, if any, that ownership of any Stitch Labs Property does not automatically vest in Stitch Labs by virtue of this Agreement, or otherwise, you hereby transfer and assign to Stitch Labs, upon the creation thereof, all rights, title and interest you may have in and to such Stitch Labs Property, including the right to sue and recover for past, present and future violations thereof.

You may not use any Stitch Labs Trademark including but not limited to the logo or the word mark Stitch Labs or variations of the word “Stitch Labs” in your business name, logo, products or services, including without limitation unless granted express written permission by Stitch Labs in advance of such use.

You may use Stitch Labs’ Trademarks, including its name, logo and variations thereof to promote the Services, but you may not use Stitch Labs’ Trademarks in your business name or logo or in any other way that may mislead Prospects and the general public as to the origin of the Services, or that is false, misleading, defamatory or derogatory.

7. Representations and Warranties

You represent and warrant to and covenant with Stitch Labs that:

7.1 Authority

You have all necessary power and authority to enter into this Agreement and perform your obligations hereunder, and the performance of your obligations hereunder will not require the consent of any third party, give rise to any conflict of interest, or constitute a breach or default under any agreement or obligation to which you are a party or by which you are bound.

7.2 Compliance with Laws

You will comply with all applicable federal, state and local laws, rules, and regulations, including without limitation those relating to advertising, marketing and privacy. You will be the sole sender of all email Introductions for purposes of the CAN-SPAM Act, and you agree to comply with all requirements thereof.

7.3 Third Party Rights

Neither the Introductions (excluding your authorized use of unmodified Stitch Labs Materials) nor Stitch Labs’s authorized use of any Partner Materials will infringe, violate, or misappropriate any third party’s intellectual property rights.

7.4 Conduct

You will at all times conduct yourself in a manner that reflects favorably on Stitch Labs and will not: (a) make or engage in any false, misleading or deceptive claims or practices with respect to the Services; (b) directly or indirectly offer, promise, or pay anything of value to Prospects, or engage in any behavior that is unethical or tarnishes Stitch Labs’s brand, image or reputation, in connection with Introductions or the Services; (c) charge anyone anything for Introductions or enter into any agreement whatsoever with Prospects with respect to the Services; or (d) engage any subcontractors or agents to make Introductions or fulfill your obligations under this Agreement.

8. Indemnification

You will defend, indemnify, and hold harmless Stitch Labs, the Stitch Labs Related Entities and each of their officers, directors, stockholders, employees, contractors, and agents from and against any and all third party claims, actions, investigations, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from: (a) your operation of your business and the Introductions; (b) your breach of any representation, warranty or covenant of this Agreement; (c) your acts or omissions; (d) Stitch Labs' authorized use of any Partner Materials, or (e) any representations or warranties you make to Prospects regarding the Services. You may not settle or consent to the entry of a judgment with respect to any claim without the prior written approval of Stitch Labs.

9. Disclaimers; Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STITCH LABS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO THE SERVICES AND STITCH LABS MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STITCH LABS MAKES NO WARRANTY THAT ANY REFERRAL URLS, STITCH LABS WEBSITES OR THE SERVICES WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) STITCH LABS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, AND (B) STITCH LABS' TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED ONE HUNDRED DOLLARS (US\$100.00). THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER BASIS AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidential Information

You may use Confidential Information solely for purposes of performing your obligations under this Agreement, where "Confidential Information" means all information and material of Stitch Labs to which you have access hereunder, unless subject to one of the following exceptions. Confidential Information does not include information that: (a) was known to you without restriction before receipt, as demonstrated by files in existence before receipt, of that information from Stitch Labs or otherwise in connection with this Agreement; (b) is publicly available through no fault of yours; (c) becomes known to you from a source other than the Stitch Labs without breach of an agreement and without violation of the Stitch Labs's rights; or (d) is independently developed by you without any use of Confidential Information, as demonstrated by files in existence at the time you independently developed that information. You will ensure that you employees, contractors, agents and advisors who have access to Confidential Information are limited to those with a need to know such Confidential Information in order for you to perform your obligations under this Agreement and have signed or are bound by confidentiality agreements or obligations at least as protective of the Confidential Information as those contained herein. You will not disclose or make Confidential Information available to any third party, except as specifically authorized by Stitch Labs in writing. You may disclose Confidential Information when compelled to do so by law if you provide Stitch Labs with reasonable prior notice (to the extent permitted) and an opportunity to oppose the disclosure. Upon expiration or termination of your participation in the Program, or at any time upon written request, you will promptly return all Confidential Information and copies, or certify in writing that you have destroyed all such materials. In addition, you will not publicize any aspect of this Agreement or your participation in the Program without Stitch Labs's prior written consent.

11. Miscellaneous

You may assign or transfer your rights or obligations under this Agreement or participation in the Program, whether by operation of law or otherwise, only with Stitch Labs' prior written consent. Any other purported assignment will be void. The relationship between you and Stitch Labs established by this Agreement is that of independent contractors, and nothing contained in this Agreement is intended to create any partnership, joint venture, agency or similar relationship between you and Stitch Labs. All notices from you to Stitch Labs must be in writing and addressed to: Stitch Labs, Inc., 489 Clementina St, San Francisco, CA 94103, USA, Attn: Legal and must be sent by personal or overnight courier and deemed given when verified by written confirmation of delivery. Notices from Stitch Labs to you may be sent to the email or physical address provided in your application and will be deemed given when verified by electronic log or written confirmation of delivery. Stitch Labs' failure to enforce any provision will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of this Agreement will remain in full force and effect. This Agreement is governed by the laws of the State of California. For any dispute arising out of or relating to this Agreement, you consent to personal jurisdiction in, and the exclusive venue of, the courts in San Francisco, California. This Agreement between you and Stitch Labs supersedes any prior or contemporaneous agreements or understandings relating to subject matter hereof.

Stitch Labs may amend this Agreement at any time by posting updated terms on Stitch Labs' website and in your Partner Account dashboard and notify you of any material changes. Stitch Labs will pay Fees for Prospects you introduced to Stitch Labs prior to the effective date of the new terms. If you do not agree to any changes to the Agreement, your only recourse is to end your participation in the Stitch Labs Partner Program.