

Authorized Agent Agreement

This authorized agent agreement is between Timespan, Inc., including its subsidiaries and affiliates (together "**we**," "**us**," or "**our**"), and the Agent accepting this agreement ("**you**" or "**your**").

This agreement covers your non-exclusive participation in our authorized agent program ("**Program**") and is a binding contract.

The parties agree as follows:

1. Agent authorization, duties

- a. We authorize you to register deals for eligible services and related hardware using our standard deal registration process. You accept that all partner tools we offer, including an online portal, are subject to change and may have errors or downtime. We offer them "as-is." For this agreement, "deal" means a lead that identifies the customer and the services to be offered.
- b. You must accurately represent our services and your relationship with us. You may only offer our services to businesses and only represent our standard pricing and terms except as we otherwise approve in writing, which may depend on your acceptance of modified commission for that deal. We may change our products, prices, or terms at our discretion. Completed customer contracts are between the customer and us. We may enforce those contracts however we choose, including termination, and we may contact customers at any time for any reason. You must not sign a contract on behalf of a customer without clear legal authority (e.g. power of attorney). Doing so is willful misconduct under section 3(e).

2. Deal validation, expiration

- a. To qualify for commission, you must register a deal, we must validate it, and it must become a sale. For this agreement, "sale" means a mutually agreed customer contract. In most cases, we will validate a deal automatically when you register it using our online partner portal. We will notify you by email when we have validated a deal.
- b. After we validate a deal, we will not validate any deal involving the same customer billing account and line of business for another partner, except as stated in this section. Likewise, we will not validate a deal you register if it involves a customer billing account and line of business already validated for another partner. For this agreement, "line of business" means the specific, commissionable service offered to the customer. For public solicitations which invite multiple bidders, we may validate multiple deals but will pay commission only to the partner associated with the sale.

- c. A registered deal will expire if no sale is completed within 6 months unless the parties agree to a different time period. Expired deals do not qualify for commission.

3. Commission

- a. We will pay you commission as stated in an applicable addendum to this agreement. We will pay you commission in your home currency unless the parties agree otherwise in writing. For this agreement, your "home currency" is the official currency of the location you specified when you registered as our partner. As necessary, we will convert customer currency to your home currency using month end closing rates published by Bloomberg on the last business day of each month. We will provide a report of customers and related commission with each commission payment.
- b. We will pay your ongoing commission for as long as the customer remains a customer of ours, even after this agreement is terminated, except as stated in this agreement.
- c. If a customer fails to pay the amount we have billed after we have paid you commission based on that amount, we will have overpaid you for that customer and will apply the overpayment against future commission obligations to you. If we don't recoup the full amount within 6 months, you must repay any remaining amount. We will record commission adjustments like this in our commission report.
- d. If you believe we have incorrectly calculated your commission, you must notify us no later than 60 days after the applicable payment.
- e. If we terminate this agreement due to your material breach, gross negligence, or willful misconduct, we may reduce or terminate any future commission payments we would otherwise owe you.

4. Term, termination

- a. This agreement begins on the date you accept it and will continue until either party gives the other party at least 30 days advance written notice of its intent to terminate.
- b. We will compensate you for deals that become sales after this agreement is terminated if we validated those deals before the agreement was terminated.

5. Intellectual property, marks, customer information

- a. We and our licensors reserve all rights related to our services that we have not expressly granted in this agreement.
- b. Neither party will use or register any mark, trade name, domain name, or other identifier (collectively "marks") of the other party or that is confusingly similar to the other party's marks. We may refer to you as an "agent" or "referral partner" and you may use our marks in reference to our services, but only as allowed in our Co-branding Guidelines and the Partner Style Guide.
- c. Any customer information you deliver to us under this agreement, including referral information, is jointly owned by us and you and may be used by either party for any lawful purpose subject to each party's published privacy policies then in effect and any applicable privacy and data protection laws and regulations.

6. Confidentiality

- a. The parties may exchange Confidential Information under this agreement. During the term of this agreement and for 3 years after, each party will keep the Confidential Information it receives confidential and will not share or use it for any purpose other than to perform its obligations under this agreement or as otherwise allowed in this agreement. Either party may disclose Confidential Information to its own employees, representatives, or agents if they have a need to know and are bound by similar nondisclosure restrictions. "Confidential Information" includes sales data and plans, product roadmaps, non-public pricing information, security reports, and any other information that should be understood to be confidential and proprietary
- b. Money damages may be insufficient if there is a breach or threatened breach of a party's Confidential Information. If this happens, the disclosing party may seek injunctive relief or other equitable remedies.

7. LIMIT OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS HOW THEY WERE CAUSED OR ON WHAT THEORY OF LIABILITY THEY ARE BASED. IN SOME CASES, PARTIES CANNOT LIMIT CERTAIN TYPES OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. OUR TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT WE PAID TO YOU DURING THE 12 MONTHS IMMEDIATELY BEFORE THE INCIDENT THAT CAUSED THE LIABILITY.

8. Notices, disputes

- a. We will send notices to you at an email address you have provided us or at the location of your headquarters.

- b. Any disputes that may arise from this agreement will be governed under the laws and jurisdiction of the State of Arizona. Notices to Timespan, Inc. may be sent to Timespan, Inc. C/O DSR and Associates, 5635 N Scottsdale Rd, Scottsdale, AZ 85250

9. General

Neither party may assign this agreement without at least 30 days advance written notice to the other party except that either party may assign the agreement to its parent company, subsidiary company, or a company under common ownership with it or as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets. Each party will comply with applicable laws, including anti-bribery regulations and any applicable export regulations. If any term of this agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this agreement creates a partnership, agency, fiduciary, or employment relationship between the parties. Failure to enforce any right under this agreement will not waive that right. Unless otherwise specified, remedies are cumulative. No party is responsible for any delay or failure to perform under this agreement due to events beyond its reasonable control (e.g. natural disasters, terrorist activities, activities of third-party service providers, labor disputes, and acts of government), but only while those conditions persist.

10. Entire agreement, signature

This agreement replaces any prior agreements or discussions on the subjects it addresses. The parties have no other agreement on these subjects. The parties accept electronic (including online) signatures as valid and binding. We may update this agreement at any time after giving you notice, and we will consider your continued participation in the Program agreement to the updated terms. If we update commission terms, the new commission terms will apply only to future sales, not completed sales.

Commission Addendum 1

One-time commission

We will pass on to you 100% of the implementation charges paid by a customer for services you perform, but only if we have made an applicable customer-facing SKU for such charges available to you in our quoting tools and the customer has accepted the charges in its contract with us for the relevant services. This pass-through does not apply to on-site work or other professional services we provide the customer.

For some hardware items, we will allow you to choose customer price within a defined range not to exceed any manufacturer list price. When we do, we will pass on to you any amount the customer pays above the minimum price we authorized you to offer.

We may, at our discretion, offer one-time bonuses in addition to the residual commissions outlined below. If offered, these bonuses will be announced to all partners via email. Timespan, Inc. is under no obligation to continue any such bonus commission for any extended period of time. Likewise, should any such one-time bonus commission be offered for any extended period of time, it should not be considered to be permanent.

Ongoing commission

We will pay you, ongoing commission each month based on the Monthly Recurring Revenue ("MRR") we have billed that month as stated in the table below. We will convert MRR to USD as necessary to calculate your commission rate. We will base this conversion on month end closing rates published by Bloomberg on the last business day of each month.

Commission Table

Total Monthly MRR (in USD)	Commission Rate	Level
\$0 to < \$1,000	18% for first year, 0% after	Copper
\$1,000 to < \$5,000	18%	Bronze
\$5,000 to < \$25,000	20%	Silver
\$25,000 to < \$100,000	22%	Gold
\$100,000 to < \$500,000	25%	Platinum
\$500,000 to < \$1,000,000	27%	Emerald
\$1,000,000 or more	30%	Diamond

If we bill for multiple months at once, we will pay you commission based on the full amount billed, but we will allocate the amount billed equally across all applicable months for purposes of



calculating the commission rate. For example, if you make a \$36,000 annual sale that we bill all at once, we will pay you commission on the full \$36,000 in the month we bill the customer, and the commission rate for that month and the following 11 months will be based on \$3,000 MRR for that sale plus any other MRR for other sales. If you have earned 0% commission for 12 consecutive months and we terminate this agreement, we will have no obligation to pay future commissions.

"Monthly Recurring Revenue" or "MRR" means the base charges for the services, whether billed monthly or billed for a longer period and allocated monthly. It does not include taxes and fees, hardware rental or purchase amounts, late fees, professional services charges, or any other amounts.

[SIGNATURES]

By my signature I accept the above terms and hereby acknowledge that I am duly authorized to enter into this agreement.

Signature

Date

Printed Name (or Company Name)

Title