

## Voiceflow, Inc.

### Master Affiliate Marketing Agreement

This Master Affiliate Marketing Agreement (the "**Agreement**") is entered into between you ("**Affiliate**", "**you**", or "**your**") and Voiceflow, Inc. ("**Company**", "**we**", or "**us**"). This Agreement governs your participation in, without limitation, any of the Voiceflow partner, expert, content creation, sponsorship, marketplace, resource library, affiliate, community or comarketing programs (individually, a "**Program**", collectively, the "**Programs**").

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "CONFIRM AGREEMENT" BUTTON ON (I) THE PARTNERSTACK PLATFORM ("**Partnerstack**"), (II) THE THEN-CURRENT EQUIVALENT PARTNER PLATFORM THAT THE COMPANY UTILIZES (together with Partnerstack, each the "**Affiliate Management Platform**"), OR (III) BY ACCESSING OR PARTICIPATING IN ANY PROGRAM ("**Acceptance**"). THE AGREEMENT SHALL BE CONSIDERED EFFECTIVE ON THE DATE OF THE OCCURRENCE OF ANY FORM OF ACCEPTANCE (the "**Effective Date**"). BY CLICKING ON THE "CONFIRM AGREEMENT" BUTTON BELOW OR BY ACCESSING OR PARTICIPATING IN ANY PROGRAM YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. YOU AGREE AND ACKNOWLEDGE THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL PRIOR AGREEMENTS (INCLUDING, SPECIFICALLY, ANY AFFILIATE MARKETING AGREEMENT), WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREIN.

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR PARTICIPATE IN THE PROGRAMS.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Affiliate (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

The terms and conditions contained in this Agreement expressly exclude any of your general terms and conditions or any other document issued by you in connection with this Agreement. This Agreement incorporates the following schedules (each, a "**Schedule**" and collectively, the "**Schedules**"), all of which are subject to the general Terms and Conditions set out in Schedule A. Based on the Program(s) you are accepted to and participate in, you shall be subject to the applicable corresponding terms as outlined below:

1. All Affiliates shall be subject to **Schedule A (Terms and Conditions)** and **Schedule B (Public Disclosure Requirements)**.
2. **Schedule C (Partner Program Terms)** if you are participating in the Voiceflow Partner Program or the then-current main affiliate marketing program of Voiceflow.
3. **Schedule C (Partner Program Terms)** and **Schedule D (Content Creation Terms)** if you are participating in Voiceflow content creation.
4. **Schedule E (Sponsorship Terms)** if you are being sponsored by Voiceflow to host any community or marketing event.
5. **Schedule F (Resource Library Terms)** if you are participating in and providing submissions to the Voiceflow Resource Library or other Voiceflow marketplace.

6. **Schedule G (Certified Expert Terms)** if you are participating in the Certified Expert Program or any other initiative or program where Voiceflow publicly features, promotes, references or recommends you in connection to the Voiceflow platform or community.

## SCHEDULE A

### TERMS AND CONDITIONS

1. This Schedule A forms part of the Master Affiliate Marketing Agreement between the Company and the Affiliate. Capitalized terms not otherwise defined in this Schedule shall have the meaning given to them in the Agreement.
2. Appointment. Company agrees to retain Affiliate, if applicable, to assist Company to promote its SaaS platform and other products and services, in accordance with the terms of this Agreement and any applicable Schedules. The rights, responsibilities, and obligations of the Affiliate shall be determined by their role and participation in the Programs, as further set out in this Agreement.
3. Engagement. Affiliate shall perform the promotional, marketing, content creation, event hosting, referral, and other services or obligations described in this Agreement and any applicable Schedules (the "**Engagements**"), including but not limited to social media promotion, affiliate marketing, co-marketing activities, sponsored content, and community participation, as may apply based on the Program(s) you are accepted to and participate in.
4. Relationship of the Parties. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, fiduciary, employment, or other relationship between the Parties.
  - 4.1 No Authority. Affiliate has no authority to commit, act for or on behalf of Company, or to bind Company to any obligation or liability. Affiliate shall not represent that it has authority to bind the Company or hold itself out as an agent, employee, or legal representative of the Company.
  - 4.2 No Endorsement. Affiliate shall not suggest, either expressly or by implication, that it is endorsed by, sponsored by, or acting on behalf of the Company without the Company's prior written approval.
5. Use of Company Materials and Brand.
  - 5.1 Brand Guidelines. Affiliate shall comply with all brand guidelines that may be provided by the Company from time-to-time and shall not use the Company's name, logo, or other marks except as expressly permitted.
  - 5.2 Prohibited Uses. Affiliate may not create content that is misleading, defamatory, infringing, or otherwise inconsistent with the Company's standards, or that may reasonably be interpreted as official Company communications.
6. Compliance and Conduct.
  - 6.1 Legal Compliance. Affiliate shall comply with all applicable laws and regulations, including but not limited to consumer protection, advertising, privacy, tax, and intellectual property laws.
  - 6.2 Community Code of Conduct. Affiliate shall comply with any applicable community guidelines, codes of conduct, or policies published by the Company from time to time, including in connection with the Company's Discord server, Resource Library, and events.

## 7. Affiliate Obligations.

7.1 Where applicable, the Affiliate must meet all performance metrics communicated by the Company, including but not limited to total partner activity, link click-through rates, and customer sign-ups attributed to Affiliate links (the “**Performance Standards**”). Such Performance Standards are subject to change from time-to-time and may be updated at the Company’s sole discretion, including by posting revised criteria on the Company’s website. In the event that the Affiliate (i) fails to meet the Performance Standards, (ii) to comply with any requirements or obligations set forth in this Agreement or the applicable Schedules, or (iii) if the Affiliate receives negative feedback from the Community, the Company, in its sole discretion, for any reason, with or without cause, may reassign or remove the Affiliate from any designated tier or Program, or terminate this Agreement without notice.

7.2 Contractor shall perform the Engagements: (i) in accordance with all applicable laws, rules, regulations, and codes as well as the terms and subject to the conditions set forth in this Agreement; (ii) using personnel of required skill, experience, and qualifications; (iii) in a timely and professional manner; (iv) in accordance with the highest professional standards for similar services; (v) devoting adequate resources to meet its obligations under this Agreement; and (vi) to the satisfaction of Company.

### 7.3 Posting and Publication Requirements.

- a. Comply with the Disclosure Requirements set out in Schedule B.
- b. Post or publish the following content: Video and/or written content (i) generally about, and (ii) detailing the use of, the Voiceflow software for a variety of purposes, in accordance with the mutually agreed-upon production and delivery schedule.
- c. Make only factual statements, including about the Company and its products or services.
- d. Reflect only honest and truthful opinions and actual experiences.
- e. Comply with all applicable social media platform rules, terms of use and guidelines.
- f. Immediately remove any content at Company's request that is in connection with the Company or that the Company deems is in violation of Schedule B.
- g. Only post or publish content that is the original work and creation of Affiliate, or content to which Affiliate has the sole and exclusive right to post or publish for the purposes hereunder.
- h. Not post or publish any content that promotes bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age or other protected grounds under applicable human rights legislation.
- i. Not post or publish any third-party intellectual property, including but not limited to, content, photographs, trademarks, logos, music or celebrity names, photos, images, voices, or other likenesses of an individual (whether famous or not) without the prior written consent of the individual or owner, as applicable, which consent Affiliate may be required to evidence to Company, in a form satisfactory to Company.
- j. Not make any statements that are disparaging, negative, defamatory, or potentially damaging in any way about the Company or its products or services, or any third party.

7.4 Content Changes. Affiliate shall make all changes, additions, or modifications to content immediately upon Company's request.

7.5 If the Affiliate is an organization, it shall appoint a sufficient number of employees (the “**Affiliate Personnel**”) to complete the performance of its Engagements under this Agreement.

7.6 If applicable, assign only qualified Affiliate Personnel to complete the performance of its Engagements and obligations under this Agreement.

7.7 The Affiliate shall comply, and if applicable, shall cause all Affiliate Personnel, where applicable, to comply with all applicable laws, regulations, and codes in completing the performance of its Engagements and obligations under this Agreement.

7.8 Obtain and maintain at all times during the term of the Agreement all necessary licenses, permits, approvals and consents.

7.9 Comply with all Company rules, regulations, and policies in the performance of its Engagements and obligations, including without limitation:

- a. Systems and data security procedures, including those relating to remote access.
- b. In-office security policies.
- c. General health and safety practices and procedures.
- d. Social media policies.
- e. Personal information and consumer data privacy policies.
- f. Anti-spam compliance policies.

7.10 If applicable, maintain complete and accurate records relating to the performance of its Engagements and obligations under this Agreement in such form providing sufficient details and at least as would be provided by other similar service providers.

7.11 If applicable, obtain Company's written consent, which may be given or withheld in Company's sole discretion, prior to entering into agreements with or otherwise engaging any third party, including all subcontractors and affiliates of Affiliate, other than Affiliate's employees, to engage in any of the Programs (each such approved subcontractor or other third party, a "**Permitted Third Party**"). Company's approval or requirement shall not relieve Affiliate of its Engagements and obligations under the Agreement, and Affiliate shall remain fully responsible and wholly liable for the performance of each such Permitted Third Party and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Affiliate's own employees. Nothing contained in this Agreement shall create any contractual relationship between the Company and any Permitted Third Party.

7.12 Require each Permitted Third Party to be bound in writing by the confidential information and intellectual property provisions of this Agreement, provided that any such request or failure to request by Company shall not relieve Affiliate of its obligations under this Agreement, including without limitation, this Section and Section 11 (Representations and Warranties).

7.13 Performance Review. The Company will conduct ongoing performance evaluations of the Affiliate, including but not limited to monthly surveys (via PartnerStack or other platforms), deal volume and size tracking, and community feedback.

7.14 Review Meetings. Upon the Company's request, the Affiliate shall meet with the Company from time-to-time to review the Engagements, the Affiliate's overall performance, and any applicable fees, commissions, or other compensation.

8. Company Right to Republish and Edit. Company shall have the right to: (a) republish any content created or produced by Affiliate while performing the Engagements or participating in the programs in

any medium throughout the world in perpetuity and for no additional compensation, other than as expressly set out in this Agreement; and (b) edit, alter, translate, or otherwise modify such content in any way whatsoever, in Company's sole discretion.

9. Fees and Expenses.

9.1 Provided Affiliate is in full compliance with its obligations hereunder, the Affiliate may be paid the compensation as set out in the applicable Schedules. Affiliate acknowledges that the agreed upon compensation represents Contractor's entire compensation with respect to this Agreement, including, but not limited to, with respect to any Affiliate Personnel, and Company shall have no other obligation for any other compensation other than what is set out in the applicable Schedules.

9.2 Requirements for Payment; Forfeiture. In order to be eligible to receive compensation under this Agreement, Affiliate must submit any and all requested information by the Company and satisfy all conditions required by the Company on the Affiliate Management Platform. This includes, without limitation:

- a. Agreement to and compliance with the terms of this Agreement and the applicable Schedules;
- b. Providing valid and accurate payment and tax information, which may include: (i) bank account information for payment (ii) necessary, valid, and approved tax documents, including VAT invoices where necessary, (iii) any additional documentation required by the Company or the Affiliate Management Platform;
- c. In order for the Affiliate to receive the compensation they must have submitted the required documentation set out in this section no later than thirty (30) days after the end of any given Company fiscal quarter. If the Company does not receive such documentation within this timeframe, the compensation payment will not be processed until the next applicable payment date.

9.3 Payment Method. All payments by the Company will be made by either (i) bank transfer, (ii) through the Affiliate Management Program designated by the Company at the time of payment, or (iii) by any other method the Company deems appropriate in its sole discretion. It is the Affiliate's responsibility to ensure that they have provided the most up-to-date and correct bank information to facilitate the transfer. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) if any of the requirements set forth in this section, remain outstanding for six (6) months or (ii) the Company has attempted to pay Affiliate by bank transfer, and the attempt was unsuccessful (as confirmed by bank notice), to no fault of the Company; and (iii) Company has reached out to either the primary contact on the Affiliate account to obtain the necessary information and have not received a response; and (iv) six (6) months has passed since the date of the initial, failed bank transfer described herein, then Affiliate's right to receive compensation arising from any and all applicable Programs will be forever forfeited (each, a "**Forfeited Payment**"). The Company will have no obligation to pay Affiliate compensation associated with a Forfeited Payment.

9.4 Revenue Share Payments. Company will pay the Revenue Share Payment, as defined in Schedule C, in accordance with the applicable Schedule. Company will determine the currency in which the Revenue Share Payments are paid, as well as the applicable conversion rate. The currency in which the Company pays Revenue Share Payments may be different from the currency that applies to the referred customer transaction. The Company may withhold the Revenue Share Payment until the amount that is owed is above \$100 USD.

9.5 Taxes. Affiliate is responsible for payment of all taxes applicable to the Revenue Share Payments. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Affiliate shall be responsible for payment of all such taxes, levies, or duties. Company shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal, state or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Affiliate or its employees or payment of any taxes relating to the fees earned by Affiliate hereunder. Affiliate is responsible for these withholding, remitting and registration obligations, and shall indemnify Company from and against any order, penalty, interest, taxes or contributions that may be assessed against Company as a result of the failure or delay of Affiliate to make any such withholdings, remittances or registration, or to file any information required by any law.

10. Ownership and Intellectual Property.

10.1 Affiliate will own and retain all right, title, and interest in and to the Work Product (as defined below), subject to the licence granted to Company in this paragraph. Company will own and retain all right, title, and interest in and to all derivative works of the Work Product made by us, or by any third party for Company's benefit subject to Affiliate's rights in the underlying Work Product. Affiliate hereby grants to Company and Company's affiliates, and each of Company's respective direct and indirect licensees, successors, and assigns, an exclusive, perpetual, irrevocable, freely transferable and sublicensable, fully paid-up and royalty-free right and licence to use the Work Product, including all copyrights and other intellectual property rights therein and all renewals and extensions thereof, in all formats and media, whether now known and existing or hereafter discovered or developed for all or any purposes whatsoever. For purposes of clarity and without limiting the foregoing, Affiliate agrees that this licence gives Company the right: (a) to modify, edit, combine with other materials, translate, include in collective works, and otherwise create derivative works of the Work Product; and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit the Work Product, including any derivative works of the Work Product, in whole or in part. "**Work Product**" shall mean all written, graphic, digital, coded, photographs, audio, audio-visual materials, and any other work product or other materials (whether finished or unfinished and whether used by Company or not) that are delivered to Company under this Agreement or are prepared by or on behalf of Affiliate in the course of performing the Engagements or participating in the Programs, including all intellectual property rights therein, together with all of the goodwill associated therewith.

10.2 For avoidance of any doubt, any and all of the Company's Intellectual Property, as defined below, shall not be assigned, transferred, or owned by the Affiliate in any way whatsoever. The Company Intellectual Property may be licensed to the Affiliate in accordance with this Agreement, and such license shall cease upon termination of this Agreement or completion of the engagement. The Company reserves the right to revoke any such license and the Affiliate shall cease any further use of any Company Intellectual Property immediately upon the Company's request.

10.3 "**Company Intellectual Property**" shall refer to any and all intellectual property owned and controlled by the company that includes, but is not limited to, all copyrights, trademarks, patents, logos, images, slogans, videos and photographs. All Company Intellectual Property shall be retained and owned by the Company. If any of the following Schedules expressly sets different terms regarding ownership or licensing of content, those specific terms shall supersede this section with respect to that Schedule's scope.

10.4 Where applicable, Affiliate shall cause Affiliate Personnel to:

- a. Irrevocably assign to Company, in each case without additional consideration, all worldwide right, title and interest in, and all the intellectual property rights in, the Work Product.
- b. Irrevocably waive, to the extent permitted by applicable law, any and all claims such Affiliate Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" concerning the Work Product.
- c. Upon Company's request, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Company in prosecuting, registering, perfecting, or recording its rights in and to any Work Product and the associated intellectual property rights.
- d. Affiliate hereby grants Company a royalty-free, perpetual, assignable, sublicensable, worldwide licence to any materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Work Product for all purposes (the "**Affiliate Materials**"). Affiliate shall disclose in writing to Company all usage limitations on Third-Party Materials prior to their use in or launch of any Work Product. During the Term, Company grants to Affiliate a limited, non-exclusive, non-assignable, non-sublicensable, worldwide, revocable licence to Company's Intellectual Property, including but not limited to, Company's trademarks, logos, or slogans, to the extent incorporated in, combined with, or otherwise necessary for performing their Engagements.

11. Confidentiality. All non-public, confidential or proprietary information of Company ("**Confidential Information**"), including, but not limited to, business plans, operations, strategies, and information on products and services, sales, pricing, trade secrets, technology, advertising, marketing, consumers and customers, disclosed by Company to Affiliate, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Affiliate's use in participating in the Programs or performing their Engagements under this Agreement and may not be disclosed or copied unless authorized by Company in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Affiliate's breach of this Agreement; (b) is obtained by Affiliate on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Affiliate establishes by documentary evidence, was in Affiliate's possession prior to Company's disclosure hereunder; or (d) was or is independently developed by Affiliate without using any Confidential Information. Upon Company's request, Affiliate shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section.

12. Engagement with Competitors; Non-Disparagement. Unless otherwise agreed to between the Parties, Affiliate may engage with other companies, including competitors of the Company, provided that in doing so, Affiliate shall not make any statements, whether public or private, that are defamatory, disparaging, misleading, or otherwise detrimental to the Company, its brand, products, services, employees, or community. This includes but is not limited to statements made on social media, in blogs, videos, interviews, live events, or any other medium.

13. Term, Termination, and Survival.

13.1 This Agreement shall commence as of the Effective Date and shall continue as long as the Affiliate is accessing or participating in any of the Programs, unless sooner terminated pursuant to this Agreement. Notwithstanding the foregoing, if the Affiliate's account shows no material activity,



access, or engagement with the Company's Programs, systems, or platform for a continuous period of twelve (12) months from the date of last activity, this Agreement will be automatically terminated. For the purposes of this provision, "**Last Activity**" shall include, without limitation: logging into any applicable dashboards or platforms; participating in Program-related events, workshops, or meetings; publishing or submitting content (including templates, videos, or social media posts); referring customers; communicating with the Company regarding ongoing Engagements; fulfilling obligations under any Schedule; co-marketing or sponsorship activity; or any other demonstrable participation in the Programs governed by this Agreement.

13.2 Company's Right to Termination for Convenience. Company, in its sole discretion, may terminate this Agreement with you, in whole or in part, at any time without cause, and without liability or penalty.

13.3 Company's Right to Termination for Cause. Company may immediately terminate this Agreement, in the event of:

- a. Charge of or commission by Affiliate or Permitted Third Party of a criminal offence at any time during or prior to the Term.
- b. Alleged commission or commission of an act by Affiliate or Permitted Third Party that brings Affiliate or Permitted Third Party or Company into public disrepute, contempt, scandal or ridicule.
- c. Alleged commission or commission of an act by the Affiliate or Permitted Third Party at any time during or prior to the Term that tends to shock, insult, or offend the community or any substantial portion thereof, or to offend public morals and decency to such an extent that the value of the Programs is, in the reasonable judgment of Company, substantially impaired.
- d. Actions or statements or alleged actions or statements by Affiliate or Permitted Third Parties at any time during or prior to the Term reasonably deemed by Company to be of a derogatory nature toward Company, its products or services, or any third party or third-party products or services, or which may tend to injure the success of Company or any of Company's products or services.
- e. The involvement or association of Affiliate or Permitted Third Party with any event or circumstance caused by (i) one or more of Affiliate or Permitted Third Party's immediate family members, or (ii) others closely associated in the public's mind with Affiliate or Permitted Third Party (other than Company) that renders the use of the Program or Work Product detrimental to the marketing of the Company's product or services, in the reasonable judgment of Company.
- f. The Affiliate or Permitted Third Party materially breaching this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Affiliate or Permitted Third Party does not cure such breach within fourteen (14) days after receipt of written notice of such breach.
- g. The Affiliate becoming insolvent or admitting its inability to pay its debts generally as they become due.
- h. The Affiliate or Permitted Third Part becoming subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.
- i. The Affiliate dissolving, liquidating, or taking any corporate action for such purpose.
- j. The Affiliate making a general assignment for the benefit of creditors.

- k. The Affiliate having a receiver, trustee, custodian, liquidator or similar agent appointed by order of any court of competent jurisdiction take charge of or sell any material portion of its property or business.

13.4 Without limitation, Affiliate's participation in Programs, and this Agreement, shall be deemed automatically terminated and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement, Voiceflow's Terms of Service or of any applicable law or regulation.

13.5 Mutual Termination for Cause. This Agreement may be terminated at any time by mutual written consent of both Parties.

13.6 Obligations of Affiliate on Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Affiliate shall promptly:

- a. Except as expressly provided for under this Agreement, cease using Company's Intellectual Property.
- b. Deliver to Company all documents, Work Product, and other materials, whether or not complete, prepared by or on behalf of Affiliate in the course of engaging with or participating in the Programs.
- c. Return all Company-owned property, equipment, or materials in its possession or control.
- d. Remove any Affiliate-owned property, equipment, or materials located at Company's locations.
- e. Deliver to Company, or destroy, at Company's option, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Company's Confidential Information.
- f. On a pro rata basis, repay all fees and expenses paid in advance for any Work Products or services, which have not been provided.
- g. Permanently erase all of Company's Confidential Information from its computer systems.

13.7 Obligations of Company on Termination. Upon the termination of this Agreement for any reason, Company shall only be liable for payments owing to Affiliate up until the effective date of termination for services satisfactorily performed and materials satisfactorily delivered by Affiliate up to such date.

13.8 Survival. The rights and obligations of the Parties set forth in this Agreement that, by their nature, should survive termination or expiration of this Agreement will so survive, including, without limitation, the rights and obligations set forth in Section 9.4 (Taxes), Section 10 (Ownership and Intellectual Property), Section 11 (Confidentiality), Section 13.8 (Survival), Section 14 (Representations and Warranties), Section 15 (Indemnification), and Section 16 (Remedies). In addition, with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Affiliate or its affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, sublicensees, subcontractors, lawyers, accountants, and financial advisors.

14. Representations and Warranties. Affiliate represents and warrants to Company that:

14.1 It shall perform their Engagements and obligations using required skill, experience, and qualifications and in a professional manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

14.2 The performance of their Engagements, obligations, and the Work Product complies and will comply with all applicable laws, rules, regulations, including but not limited to those relating to advertising and marketing laws, such as the Advertising Standards of Canada's Contractor Marketing Disclosure Guidelines, the United States Federal Trade Commission guidance, as applicable, and all self-regulatory standards.

14.3 Neither the performance of the Engagements, nor the use thereof, infringes or violates or will infringe or violate the personality, publicity or privacy rights, or any other Intellectual Property Rights, or other rights, of any third party, or give rise to any third-party claim.

14.4 Neither the Services nor the Work Product will contain any defamatory statements or materials, nor any content that is obscene, pornographic, hateful, disparaging or discriminatory.

14.5 As of the date hereof, there are no pending or, to Affiliate's knowledge, threatened claims, litigation, or other proceedings pending against Affiliate by any third party based on an alleged violation of defamation laws, personality, publicity, privacy, Intellectual Property Rights, or other rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of:

- a. Any Company materials or any instruction, information, designs, specifications or other materials provided by Company to Affiliate.
- b. Use of the Work Product in combination with any materials not supplied or specified by Affiliate, if the infringement would have been avoided by the use of the Work Product not so combined.
- c. Any modifications or changes made to the Work Product by or on behalf of any person other than Affiliate.

14.6 The Services and Work Product will be in conformity in all respects with all requirements or specifications stated in this Agreement and any other specifications and requirements provided by Company to Affiliate.

15. Indemnification.

15.1 Affiliate shall, at its expense, indemnify, defend, and hold harmless Company, Company's affiliates, parent and subsidiaries and its/each of their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (each, an "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "**Losses**"), relating to any claim of a third party or Company arising out of or occurring in connection with Affiliate's negligence, wilful misconduct, or breach of its obligations, representations and warranties under this Agreement. Affiliate shall not participate in any proceedings or settlement without Company's or Indemnified Party's prior written consent.

16. Limitation of Liability. IN NO EVENT SHALL COMPANY OR ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR CONTENT PROVIDERS BE LIABLE FOR ANY DAMAGES,

INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, RESULTING FROM YOUR ACCESS TO, PARTICIPATION IN THE PROGRAMS OR INABILITY TO ACCESS OR PARTICIPATE IN THE PROGRAMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED ON THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES THAT MAY EXIST WITHIN THE PROGRAMS; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR PARTICIPATION IN THE PROGRAMS; (III) ANY UNAUTHORIZED ACCESS TO OR PARTICIPATION IN THE PROGRAMS AND/OR ANY AND ALL INFORMATION, INCLUDING PERSONAL INFORMATION OR FINANCIAL INFORMATION, STORED THEREIN; (IV) ANY ERRORS, MISTAKES, LOSSES, DAMAGE OR UNAUTHORIZED ACCESS RESULTING FROM THE USE OF THIRD PARTY APPLICATIONS BY YOU, BY YOUR END USERS, BY YOUR AFFILIATES OR BY COMPANY ON YOUR BEHALF; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE PROGRAMS BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PROGRAMS; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING ONE DOLLAR. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Affiliate's exclusive remedy for Company's payment breach shall be its right to damages equal to its earned but unpaid fees

18. Compliance with Law. Affiliate is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Affiliate has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

19. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at the address that the receiving Party may designate from time to time in accordance with this Section. Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email (with confirmation of receipt) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) if sent by email, upon the

sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment); or (c) if sent by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid on the 2<sup>nd</sup> day after the mailing thereof.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Amendments and Modifications. The Company reserves the right, in its sole discretion, to modify, update, or change this Agreement from time to time (the "**Amendments**"). The Affiliate's continued participation in the Programs after any such change constitutes acceptance of the amended Agreement. If the Affiliate does not agree to any of the future terms, they should not participate (or continue to participate) in the Programs. The Company is not responsible for any automatic filtering the Affiliate or their network provider may apply to email notifications regarding Amendments that are sent to the email address provided. Unless the Company makes a change for legal or administrative reasons, they will provide reasonable advance notice before the Amendments become effective. The Company may provide such notifications, whether the notifications are required by law or are for marketing or other business-related purposes, to Affiliate via email notice, written or hard copy notice, or through posting of such notice on the Company's website, as determined by the Company in its sole discretion. The Company reserves the right to determine the form and means of providing notifications, provided that the Affiliate may opt out of certain means of notification by contacting us at support@voiceflow.com. Affiliate agrees that Company may notify of the Amendments by posting them on the PartnerStack platform, and that Affiliate's continued participation in the Programs after the effective date of the Amendments (or engaging in such other conduct as Company may reasonably specify) constitutes Affiliate's agreement to the Amendments. The Amendments will be effective as of the time of posting, or such later date as may be specified in the Amendments, and will apply to Affiliate's participation in the Programs from that point forward. This Agreement will govern any disputes arising before the effective date of the Amendments.

22. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. Assignment. Affiliate shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement (including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law) without the prior written consent of Company. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the Affiliate of any of its obligations hereunder. Company may at any time assign or transfer any or all of its rights or obligations under this Agreement without Affiliate's prior written consent.

24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, representatives, permitted successors, and permitted assigns.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third

party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements (including all prior versions of this Agreement), representations, and warranties, both written and oral, regarding such subject matter.

27. Governing Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

28. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, pandemics, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Affiliate's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Affiliate under this Section. Affiliate shall give Company prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Affiliate shall use all diligent efforts to mitigate and end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance. The non-affected Party may terminate this Agreement if such failure or delay continues for a period of ninety (90) days or more and, if the non-affected Party is Company, receive a refund of any amounts paid to the Affiliate in advance for the affected Services.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## SCHEDULE B

### PUBLIC DISCLOSURE REQUIREMENTS

This Schedule B forms part of the Master Affiliate Marketing Agreement between the Company and the Affiliate.

1. Disclosure.
  - 1.1. Material Connections. Affiliate must disclose any material connection with the Company when promoting its products or services. A material connection includes any financial compensation, free products, discounts, or other benefits received from the Company.
  - 1.2. Clarity and Prominence. Disclosures must be clear, prominent, and placed in a location that is easily noticeable. They should not be hidden among other text or require users to click to view them.
2. Platform-Specific Guidelines.
  - 2.1. Social Media Posts. Disclosures should be included within the first few lines of the post or in a manner that does not require the user to click “more” to see them.
  - 2.2. Video Content. For video content, verbal disclosure should be made at the beginning of the video, and a written disclosure should be visible on the screen for an adequate duration.
  - 2.3. Live Streams. In live streaming scenarios, disclosures should be repeated periodically so that viewers who join at different times are informed.
3. Obligations.
  - 3.1. Affiliate Responsibility: It is the Affiliate's responsibility to ensure that all disclosures are made in accordance with Canadian laws and guidelines.
  - 3.2. Monitoring and Enforcement: The Company reserves the right to monitor Affiliate content for compliance. Failure to adhere to these disclosure requirements may result in corrective actions at the Company's sole discretion, including termination of the Agreement.

The Company may update these disclosure requirements to comply with changes in laws or best practices.

## SCHEDULE C

### PARTNER PROGRAM TERMS

This Schedule applies to Affiliates enrolled in the **Voiceflow Partner Program**.

#### 1. Eligibility and Appointment

- 1.1. The Voiceflow Partner Program is open to eligible individuals and organizations, including agency owners, freelancers, consultants, and creators who demonstrate an interest in promoting the Company's platform and contributing to the Voiceflow community.
- 1.2. Eligibility for participation is subject to successful submission of an application through the Company's official Voiceflow Partner Program application portal, available at [voiceflow.com/become-a-partner](https://voiceflow.com/become-a-partner). Applicants may be required to provide links to public content, professional profiles, or other verification materials as determined appropriate by the Company in the application process.
- 1.3. All applicants who meet the basic criteria and are expressly approved by the Company (in its sole discretion) will be placed into the base tier (or higher) and will become an Affiliate. Affiliates may progress to higher tiers (determined by the Company in its sole discretion) based on performance metrics, community engagement, and successful participation in an interview process. Full details on each tier, including Revenue Share Payments (as defined below), conduct expectations, and benefits, are outlined on the Voiceflow Partner Program webpage available at [voiceflow.com/become-a-partner](https://voiceflow.com/become-a-partner).
- 1.4. Notwithstanding anything to the contrary, the Company reserves the right, in its sole discretion, to accept or reject any application, to adjust tier placement, and to revoke participation, for any reason, at any time with or without cause.
- 1.5. The Company may update eligibility criteria at any time, and such changes will be posted on the Voiceflow Partner Program webpage or any other applicable communication channel designated by the Company (the "**Program Resources**").
- 1.6. The Company reserves the right, in its sole discretion, to revise the Program's structure, Revenue Share Payment rates, eligibility thresholds, and tier benefits at any time, without notice.

#### 2. Program Benefits

- 2.1. Participants in the Voiceflow Partner Program may be eligible for various benefits. The specific benefits are detailed in the Program Resources.
- 2.2. The Company reserves the right to amend or revoke any listed benefits at any time, in its sole discretion, without prior notice. Continued participation in the Program constitutes acceptance of any such amendments.
- 2.3. Affiliates must comply with the disclosure obligations in Schedule B when using or sharing their Affiliate Links (as defined below). Use of the Company's branding or promotional materials must conform to the Company's branding guidelines as may be provided time-to-time.

#### 3. Revenue Share Payment Terms

- 3.1. Subject to: (i) the Affiliate's ongoing compliance with the terms of this Agreement, and (ii) the applicable revenue sharing structure under the Voiceflow Partner Program or other relevant Schedule as set out in the Program Resources, the Affiliate may be entitled to receive revenue share payments from the Company (the "**Revenue Share Payments**"), calculated as a percentage of the initial revenue collected from a referred customer.



- 3.2. Revenue Share Payments are payable only under the following conditions:
- a. The referred customer completes a purchase using the Affiliate's unique referral link (the "**Affiliate Link**");
  - b. The referred customer was not an existing or former Voiceflow customer at the time of the referral;
  - c. The customer's payment has successfully cleared and remains unrefunded for a period of at least sixty (60) days following the transaction;
  - d. No fraud, abuse, chargebacks, or suspicious activity have been identified in connection with the transaction.
- 3.3. Limitations. Revenue Share Payments apply only to the initial subscription or purchase made by the referred customer through the Affiliate Link. The Affiliate shall not be entitled to any share of future upgrades, renewals, add-ons, or expansion revenue related to that customer unless otherwise specified in writing by the Company.
- 3.4. Downward Adjustments. In the event of any refund, discount, credit, downgrade, cancellation, or chargeback related to the referred customer's initial purchase, the Company reserves the right to (i) claw back the affected portion of the Revenue Share Payment, or (ii) set off the amount against future payments owed to the Affiliate.
- 3.5. Payment Timing. Revenue Share Payments are tracked monthly and are made within ninety (90) days of Voiceflow's receipt of payment from the referred customer.
- 3.6. Set-Off Rights. The Company reserves the right to set off any amounts otherwise payable to the Affiliate under this Schedule against any amounts owed by the Affiliate to Company under this Agreement. This includes, without limitation:
- a. In the event of any refund, discount, credit, downgrade, cancellation, chargeback related to the referred customer's initial purchase, or failure by the customer to complete payment obligations within ninety (90) days of subscribing (a "**Set-Off Event**"), the Company reserves the right to (i) claw back the affected portion of the Revenue Share Payment, or (ii) set off the amount against future payments owed to the Affiliate;
  - b. Any reimbursement obligations arising from the Affiliate's breach of this Agreement or misuse of Affiliate Links;
  - c. In the event of a Set-Off Event, Company may deduct the associated Revenue Share Payment amount from any future payments owed to the Affiliate. If no future payments are due, the Company reserves the right to issue an invoice for the set-off amount, which shall be payable within thirty (30) days of issuance;
  - d. The Company may also set off against unpaid Revenue Share Payments any amounts due to the Company under other provisions of this Agreement or related agreements, including damages, indemnification claims, or previously advanced stipends or incentives;
  - e. The Affiliate hereby consents to such set-offs and acknowledges that the Company's records regarding customer subscriptions and cancellations shall be conclusive.
- 3.7. Registration Requirement for Payment. Affiliates will only be eligible to receive payments for unpaid earnings if the Affiliate is actively registered on the Affiliate Management Platform and has an account in good standing.

- 3.8. Discretionary Payments. All Revenue Share Payments are entirely subject to the Company's sole discretion, and no Revenue Share Payments are guaranteed unless all conditions in this Agreement are met.
- 3.9. The Company has sole discretion to determine the validity of any referral and to audit compliance with this Section 3.
4. Conduct and Compliance Requirements.
- 4.1. Affiliates must not:
- Misrepresent their relationship with the Company;
  - Suggest endorsement, employment, or agency without written approval;
  - Engage in conduct that reflects poorly on the Company, including use of the Affiliate Link in deceptive or unethical marketing.
- 4.2. Content shared under the Company's name or brand must be:
- Accurate, original, and properly licensed;
  - Respectful of applicable intellectual property, privacy, and defamation laws;
  - Free from hate speech, profanity, and disparagement of the Company or its competitors.
5. Use of Affiliate Link.
- 5.1. Use of the Affiliate Link is subject to the following requirements and restrictions:
- Affiliate will use the Affiliate Link without manipulation of any kind.
  - All domains where Affiliate posts or uses the Affiliate Link must be listed in the appropriate portal and disclosed to the Company. In the event Affiliate changes the URL(s) or wishes to use another website, Affiliate must update appropriate portal and receive Company's approval prior to promoting Voiceflow or posting Company links
  - Affiliate must keep all contact information, including banking details, up to date in the appropriate portal. If Affiliate fails to do so, they may not receive your commissions and/or other Program benefits for which they would be eligible.
  - Affiliate must agree to and stay in compliance with any end user terms associated with the Program.
  - Affiliate may NOT engage in cookie stuffing or include pop-ups, or false or misleading links on their website. In addition, wherever possible, Affiliate will not attempt to mask the referring url information (i.e. the page from where the click is originating).
  - Affiliate may NOT use redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain.
  - If Affiliate is found redirecting links to hide or manipulate their original source, their current and past commissions will be voided and future commission level may be set to 0%. (This does not include using "out" redirects from the same domain where the Affiliate Link is placed.)
  - Company reserves the right, at any time, to review Affiliate Link placement and approve the use of the Affiliate Links and require that Affiliate change the placement or use to comply with the guidelines provided.
  - It is entirely the Affiliate's responsibility to follow all applicable intellectual property and other laws that pertain to their site. Affiliate must have express

permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. Company will not be responsible (and Affiliate will be solely responsible) if they use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

- j. Affiliate will not, in connection with this Agreement, display or reference on their site, any trademark or logo of any third party seller appearing on the Company's website unless they have an independent license for the display of such trademark or logo; use any data, images, text, or other information obtained by Affiliate from Company or the Company website in connection with these terms only in a lawful manner and only in accordance with the terms herein.
- 5.2. Company grants Affiliate a limited, nonexclusive, non-transferable, revocable right to use the Voiceflow trademarks, in compliance with the usage guidelines solely for the purpose of participating in the Program. Affiliate may not modify the graphic image or text in any way. All of the Company rights in the graphic image and text, any other images, trade names and trademarks, and all other intellectual property rights are reserved by the Company.
- 5.3. Affiliate acknowledges Company ownership of licensed materials, and agrees that they will not do anything inconsistent with this ownership and that all use of the licensed materials will inure to the benefit of, and on behalf of, the Program and, if requested, agree to assist Company in recording this Agreement with appropriate government authorities. Affiliate agrees that nothing in this Agreement gives any right, title or interest in the licensed materials other than the right to use the licensed materials in accordance with this Agreement. Affiliate also agrees that they will not attack the Company's title to the licensed materials.

## 6. Enforcement and Disciplinary Measures

- 6.1. Company reserves the right to audit the Affiliate's marketing content and activities for compliance at any time.
- 6.2. The following may result in immediate suspension or termination of the Affiliate from the Program:
  - a. False or misleading claims about the Company or its products;
  - b. Unauthorized use of Company trademarks or third-party intellectual property;
  - c. Receiving negative community feedback, or engaging in conduct that harms the Company's reputation.
- 6.3. In cases of misconduct, Company may:
  - a. Reassign the Affiliate to a lower tier;
  - b. Forfeit unpaid Revenue Share Payments;
  - c. Revoke any granted perks or platform access;
  - d. Ban the Affiliate from future participation in any Program;
  - e. Terminate this Agreement.

## 7. Brand Protection and Restrictions

- 7.1. Affiliates may not:
  - a. Use "Voiceflow" in domain names, usernames, or social handles;
  - b. Create websites or social pages that appear to be official Voiceflow properties.

## SCHEDULE D

### CONTENT CREATION TERMS

This Schedule applies to individuals participating in content creation and is intended for content creators who actively produce media, tutorials, or other content related to the Company's products or services (the "**Content Creation Program**").

#### 1. Eligibility and Appointment

- 1.1. Prerequisite Participation in Partner Program. To be eligible for the Content Creation Program, an individual must first be accepted into the Voiceflow Partner Program through the Company's official application process, available at [voiceflow.com/become-a-partner](https://voiceflow.com/become-a-partner). Enrollment in the Content Creation Program is contingent upon the Affiliate's continued good standing and compliance with the Voiceflow Partner Program Terms set out in Schedule C of this Agreement.
- 1.2. Creator Tiers and Acceptance Criteria. Following enrollment in the Partner Program and receipt of an Affiliate Link, Affiliates may be invited to apply or interview for the Content Creation Program. Selection and progression within this Program are determined by the Company, in its sole discretion, based on factors that may include (but are not limited to):
  - a. The quantity and quality of content produced (e.g., tutorials, templates, educational material);
  - b. The Affiliate's level of community engagement and reputation;
  - c. Demonstrated alignment with the Company's brand values and conduct expectations.
- 1.3. Professional Conduct and Brand Alignment. All creators are expected to maintain a professional, respectful, and constructive presence in online and offline communities. Use of vulgar, profane, defamatory, or otherwise offensive language or conduct may result in suspension or removal from the Content Creation Program and associated benefits.
- 1.4. Program Structure and Requirements. The Content Creation Program includes tiered levels, with each tier subject to distinct performance and eligibility criteria. These criteria, along with any associated benefits or requirements, are determined by the Company in its sole discretion and may be updated from time to time. Information about the current program structure and requirements will be made available by the Company through its Program Resources, as defined in Schedule C.
- 1.5. Company Discretion. The Company reserves the right to deny, suspend, modify, or revoke participation in the Content Creation Program at any time, including any tier designation, based on performance, non-compliance, or misalignment with community or branding standards, at its sole discretion.

#### 2. Content Submission and Rights

- 2.1. The Affiliate retains ownership of all content submitted under the Content Creation Program, but grants the Company a non-exclusive, royalty-free, worldwide, irrevocable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display the content in whole or in part, for internal use, marketing, or educational purposes, in perpetuity.

- 2.2. Content submitted must be original to the Affiliate or properly licensed. The Affiliate represents and warrants that no content submitted will infringe the rights of any third party, including copyright, trademark, privacy, or publicity rights.
- 2.3. If the content includes any third-party intellectual property, the Affiliate must obtain and retain all necessary licenses or permissions, and provide evidence of such upon request.
- 2.4. Affiliates may post their content on public platforms, provided such content includes accurate disclosures and complies with the Company's brand guidelines as may be provided from time-to-time by the Company and Schedule B.
- 2.5. The Affiliate must not submit any content that includes defamatory, obscene, infringing, misleading, or otherwise harmful material. The Company may, at its sole discretion, immediately suspend or terminate Affiliate's participation for any breach of this section.
- 2.6. Company Ownership. For avoidance of any doubt, any and all content, materials, or intellectual property, including any and all Company Intellectual Property, provided by the Company to the Affiliate, or used, incorporated, or referenced by the Affiliate in any submitted content, shall remain the sole and exclusive property of the Company. Nothing in this Agreement shall be construed to assign, transfer, or convey any ownership rights in such content or Company Intellectual Property to the Affiliate. The Company may grant the Affiliate a limited, non-exclusive, revocable license to use such content solely for the purposes expressly set out in this Agreement. Such license shall automatically terminate upon the expiration or termination of this Agreement or completion of the applicable engagement. The Company reserves the right to revoke this license at any time, and upon notice, the Affiliate shall immediately cease any further use of such content.

### 3. Bounties and Payments

- 3.1. Company may issue a specific request for the creation of content that may include payment for such content ("**Bounty**").
- 3.2. To be eligible for a Bounty payment, the Affiliate must:
  - a. Comply with all instructions, technical requirements, and submission guidelines specified in the Bounty request;
  - b. Ensure that all submitted content is original, high quality, and does not infringe any third-party rights;
  - c. Deliver the content within the timeline set by the Company; and
  - d. Provide any requested supporting documentation, including but not limited to licenses for third-party content or assets used.
- 3.3. All Bounty payments are subject to the Company's review and acceptance of the submitted deliverables. Acceptance is at the sole discretion of the Company and may be withheld (without limitation) if the deliverables are deemed incomplete, fail to meet quality standards, do not adhere to the Bounty requirements, or otherwise violate this Agreement. Voiceflow reserves the right to request revisions prior to acceptance, or to reject the submission in its entirety without obligation to provide payment.
- 3.4. Bounties are not commissions and do not entitle Affiliates to recurring revenue or usage-based royalties.
- 3.5. The Company reserves the right to inspect, edit, reject, remove, or require changes to any submitted content, including prior to publication.
- 3.6. Company Ownership. For any submission made in response to a bounty, the Affiliate agrees that all rights, title, and interest in and to such submission, including all intellectual property rights therein, shall be the sole and exclusive property of the Company. The Affiliate hereby irrevocably assigns to the Company all rights in the

submissions made in response to a bounty, and agrees to execute any documentation necessary to effectuate such assignment upon request. The Company shall have the unrestricted right to use, modify, distribute, sublicense, and commercialize the intellectual property associated with these submissions in any manner and medium, without obligation to provide attribution or compensation beyond the specified bounty amount.

4. Use of Affiliate Identity. The Affiliate grants the Company and its affiliates a royalty-free, worldwide license to use the Affiliate's name, image, voice, likeness, social media handle, and any other relevant information in connection with the content and to promote the Content Creation Program. This includes, but is not limited to, use across marketing channels, newsletters, and promotional events, without any additional approval or compensation.
5. Program Benefits. Participants in the Content Creation Program may be eligible for various benefits. The specific benefits, eligibility conditions, and availability are determined by the Company and may be communicated through the Company's Program Resources.
  - 5.1. The Company reserves the right to amend or revoke any listed benefits at any time, in its sole discretion, without prior notice. Continued participation in the Program constitutes acceptance of any such updates.
6. Payment and Referral Fees. Affiliates who refer new paying customers to the Company through their Affiliate Link may be eligible for Revenue Share Payments, in accordance with the terms outlined in Schedule C: Partner Program Terms. Without limitation, all payment conditions, eligibility criteria, and setoff rights described in Schedule C apply to Affiliates.
7. Conduct and Enforcement
  - 7.1. The Affiliate must not engage in conduct that may reflect poorly on the Company, including but not limited to:
    - a. Making misleading claims about their affiliation with the Company;
    - b. Publishing false or disparaging statements about the Company or its competitors;
    - c. Posting content that is discriminatory, abusive, harassing, or otherwise violates community guidelines.
  - 7.2. All channels used for promotion must be disclosed to the Company upon request.
  - 7.3. The Company may audit the Affiliate's activities and marketing practices at any time and may request documentation or analytics as needed.
  - 7.4. Violations may result in immediate termination from the Program, forfeiture of any unpaid commissions, and permanent ban from future participation, at the sole discretion of the Company.
8. Termination
  - 8.1. The Company may terminate the Affiliate's participation in the Content Creation Program for any reason at any time, with or without cause.
  - 8.2. Upon termination, the Affiliate shall:
    - a. Cease using the Company's name, logo, and marks.
    - b. Remove or update public content, as directed by the Company.
    - c. Forfeit any unpaid Revenue Share Payments not already earned in accordance with Section 5.



## SCHEDULE E

### SPONSORSHIP TERMS

This Schedule applies to Affiliates organizing or hosting events, gatherings, or meetups sponsored by Voiceflow (the “Events”).

1. Eligibility.
  - 1.1. Sponsorships are available to Affiliates who apply to host a Voiceflow community event through the Company’s official application portal and are explicitly chosen by the Company.
  - 1.2. Evaluation Criteria. Company reserves the right, in its sole discretion, to evaluate and determine eligibility based on factors including, but not limited to:
    - a. The nature and purpose of the proposed event;
    - b. The applicant’s previous engagement with the Voiceflow community;
    - c. Prior event hosting experience;
    - d. Geographic relevance and community impact;
    - e. Alignment with Voiceflow’s brand values and community standards.
  - 1.3. Eligibility Not Guaranteed. Submission of an application for sponsorship does not guarantee approval. Voiceflow may reject any application without providing reasons.
  - 1.4. Ongoing Compliance. Continued eligibility for sponsorship is contingent on the Affiliate’s compliance with all terms of this Agreement and any applicable policies, including but not limited to the Voiceflow Terms of Service, branding guidelines, and insurance requirements.
  - 1.5. Right to Revoke. The Company, at its sole discretion, reserves the right to revoke sponsorship eligibility at any time for any reason.
2. Sponsorship
  - 2.1. Affiliate hereby engages Company, and Company hereby accepts such engagement, each subject to the terms and conditions set forth in this Agreement, to be the sole and exclusive sponsor of any event under this Agreement. Affiliate represents, warrants, covenants, and agrees that:
    - a. Company is the event's sole and exclusive sponsor.
    - b. There is not and will not be any other level of sponsorship for the event that receives the same or substantially similar promotional recognition and other benefits (qualitatively or quantitatively).
3. Licence Grants.
  - 3.1. Company hereby grants Affiliate, and Affiliate hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and licence to use the Company’s brand in the Events solely as necessary during the Event.
  - 3.2. Affiliate hereby grants Company, and Company hereby accepts, an exclusive, non-transferable, non-sublicensable right and licence to use the Events in its advertising, marketing, and promotional materials in all formats and media, including on its website and social marketing pages and on third-party websites, to identify and promote its association with and its status as a sponsor of the Event.
  - 3.3. The Affiliate shall submit examples of all proposed uses of the Company’s brand to the Company for written approval.



- 3.4. The Affiliate shall use the Company's brand solely in accordance with the Company's trademark usage guidelines and quality control standards as may be provided by the Company from time-to-time. If the Affiliate is notified in writing by the Company that any use does not so comply, the Affiliate shall immediately remedy the use to the satisfaction of the Company or terminate such use. The Affiliate shall not use, register, or attempt to register in any jurisdiction any part of the Company's brand that is confusingly similar to or incorporates any of the Company's brand.
4. Event Obligations. Affiliate shall, at its sole cost and expense:
- a. Create, program, advertise, market, promote, produce, and manage the Event;
  - b. Notify Company immediately in writing of any planned or anticipated changes to the Event;
  - c. On a timely basis secure, and throughout the Event fully comply with, all licences, permits, and approvals required by applicable law in connection with the Event; and
  - d. Otherwise comply and cause its subcontractors and all other Event sponsors to comply with all applicable laws.
5. Insurance Requirements.
- 5.1. Minimum Coverage. Affiliates approved to host an Event must, at their sole expense, obtain and maintain commercial general liability insurance covering bodily injury, personal injury, property damage, and contractual liability.
- 5.2. Coverage Terms. The required policy must:
- a. Be issued by an insurer licensed and reputable in the applicable jurisdiction.
  - b. Name Voiceflow Inc., its affiliates, officers, directors, and employees as additional insured parties.
  - c. Be primary and non-contributory to any insurance maintained by Voiceflow.
  - d. Contain a waiver of subrogation in favor of Voiceflow and its affiliates.
  - e. Provide that no cancellation or material change shall be effective without at least thirty (30) days' prior written notice to the Company.
- 5.3. Proof of Insurance. Affiliates shall provide the Company with valid certificates of insurance and any endorsements upon request. The Company reserves the right to withhold sponsorship benefits, delay reimbursement, or revoke event approval if adequate insurance documentation is not provided in a timely manner.
- 5.4. No Limitation of Liability. Compliance with the above insurance requirements shall not limit or relieve the Affiliate of any liability or obligations under this Agreement.
6. Event Responsibilities and Risk Allocation
- 6.1. The Affiliate assumes full responsibility and liability for all aspects of the Event, including but not limited to planning, venue selection, attendee safety, insurance, and compliance with local laws and ordinances.
- 6.2. The Company shall not be liable for any injury, property damage, third-party claims, or losses arising from the event. All liability remains with the Affiliate.
- 6.3. Events involving alcohol are subject to pre-approval by the Company at its sole discretion and must be conducted in venues carrying appropriate licenses and insurance coverage. Company will not be responsible for any alcohol-related incidents.
7. Stipend and Expense Policy
- 7.1. Voiceflow may offer an expense stipend per event to cover reasonable event-related costs, such as venue rental, food, non-alcoholic beverages, and branded merchandise.

- 7.2. To receive reimbursement, Affiliates must:
  - a. Submit an itemized budget in advance of the event.
  - b. Retain and submit original itemized receipts within fourteen (14) days of the event.
  - c. Certify that no funds were used for alcohol unless otherwise pre-approved.
  - d. Use funds strictly for purposes aligned with the Company's brand and community standards.
- 7.3. Company reserves the right to withhold reimbursement or deduct future payments if guidelines are not followed.
- 8. Indemnification. Affiliate shall indemnify and hold harmless Voiceflow and its officers, directors, employees, and agents from and against any and all losses, damages, claims, liabilities, and expenses arising out of or related to: the planning, execution, or conduct of the event, Affiliate's negligence or misconduct; any breach of the Agreement or applicable law.
- 9. Enforcement and Revocation
  - 9.1. Company reserves the right to:
    - a. Reject reimbursement requests that do not meet standards;
    - b. Suspend or revoke sponsorship approval at any time before or after the event;
    - c. Ban Affiliates from future event sponsorships due to non-compliance.
- 10. Public Representation
  - 10.1. Affiliates may not make public claims, announcements, or press releases about their sponsorship without prior written approval from the Company.
  - 10.2. All promotional materials must be reviewed by the Company for branding accuracy upon request.
  - 10.3. Company reserves the right to republish or promote event-related content submitted by Affiliates.

## SCHEDULE F

### RESOURCE LIBRARY TERMS

This Schedule governs the participation of Affiliates in the Voiceflow Resource Library. By submitting to or participating in the Resource Library, Affiliates agree to comply with this Schedule.

1. Resource Library Eligibility and Access
  - 1.1. Access to the Resource Library is subject to approval by the Company and may be revoked at any time at the Company's sole discretion.
  - 1.2. Affiliates must maintain an active and good standing status in the Program, comply with all applicable policies, and have demonstrated a minimum level of technical competency and community contribution.
2. Submission Requirements
  - 2.1. Affiliates may submit content to the Resource Library including, but not limited to, templates, integrations, tutorials, and custom functions (collectively, "**Submissions**"). All Submissions must be:
    - a. Original works or appropriately licensed;
    - b. Fully functional, well-documented, and free of critical bugs;
    - c. Not infringing, offensive, unlawful, or deceptive;
    - d. Properly categorized and tagged according to Voiceflow guidelines.
  - 2.2. The Affiliate must not submit content that includes any malware, tracking code, or unauthorized third-party services.
3. Review and Approval
  - 3.1. All Submissions are subject to the Company's review process. The Company may accept, reject, or request changes to any Submission at its discretion. Acceptance does not imply any warranty, certification, or endorsement.
  - 3.2. The Company, at its sole discretion, reserves the right to unlist or remove any Submission for any reason without notice.
  - 3.3. Affiliates agree to respond promptly to the Company's requests for changes, updates, or clarifications related to their Submissions.
4. Intellectual Property and Licensing
  - 4.1. The Affiliate retains ownership of any intellectual property they contribute to the Resource Library. However, by submitting content, the Affiliate grants the Company a perpetual, non-exclusive, royalty-free, worldwide license to:
    - a. Use, host, store, reproduce, modify, and distribute the content in any medium;
    - b. Tag and publicly associate the content with the Affiliate's name or profile;
    - c. Feature, promote, or modify the content for compatibility and usability.
  - 4.2. If any third-party content is used, the Affiliate must obtain and maintain appropriate permissions. Voiceflow reserves the right to require evidence of such permissions at any time.
  - 4.3. Resource Library content may not be listed, duplicated, or sold on third-party marketplaces without prior written approval.
  - 4.4. For avoidance of any doubt, any and all content, materials, or intellectual property, including any and all Company Intellectual Property, provided by the Company to the

Affiliate, or used, incorporated, or referenced by the Affiliate in any submitted content, shall remain the sole and exclusive property of the Company. Nothing in this Agreement shall be construed to assign, transfer, or convey any ownership rights in such content or Company Intellectual Property to the Affiliate. The Company may grant the Affiliate a limited, non-exclusive, revocable license to use such content solely for the purposes expressly set out in this Agreement and solely for the purposes of developing and submitting content to the Resource Library. Such license shall automatically terminate upon the expiration or termination of this Agreement or completion of the applicable engagement. The Company reserves the right to revoke this license at any time, and upon notice, the Affiliate shall immediately cease any further use of such content.

- 4.5. Resource Library content may not be listed, duplicated, or sold on third-party marketplaces without prior written approval.

5. Resource Library Attribution and Linking

- 5.1. All submissions must clearly indicate the creator's name or handle as registered with the Company.
- 5.2. If linking out from the Resource Library (e.g., to portfolios, tutorials, or demos), Affiliates must ensure that:
  - a. The destination content complies with the Company brand and community standards;
  - b. The link does not redirect to competitors or off-brand services;
  - c. Any external monetization is clearly disclosed and complies with applicable laws.

6. Hire Requests and Lead Generation

- 6.1. Where applicable, the Resource Library may include a "Hire this Person" or similar functionality that enables users to initiate direct contact with Affiliates for potential collaboration, consulting, or freelance engagements.
- 6.2. The Company does not vet, supervise, endorse, or otherwise participate in any agreements, communications, negotiations, or transactions between users and Affiliates initiated through the Resource Library. The Company is not a party to any such relationship and makes no representations or warranties regarding the accuracy, competency, trustworthiness, or suitability of any Affiliate or user.
- 6.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, DISPUTES, HARM, OR INJURY (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR IN CONNECTION WITH ANY INTERACTION, ENGAGEMENT, OR TRANSACTION BETWEEN AFFILIATES AND USERS. All such interactions are at the sole and exclusive risk of the parties involved.
- 6.4. The Company reserves the right to disable lead generation or hiring functionalities for any Affiliate at its sole discretion, including but not limited to situations involving misuse, misrepresentation, user complaints, or breach of this Agreement.

7. Disclaimers and Indemnity

- 7.1. The Company does not certify, warrant, or guarantee the functionality, reliability, or legality of any content or services offered through the Resource Library.
- 7.2. Affiliates agree to indemnify, defend, and hold harmless the Company and its officers, employees, and partners from any claims, damages, or liabilities arising from:
  - a. The content of any Submission;

- b. Any third-party rights violations;
- c. Misrepresentations or misconduct in the context of Resource Library use.

8. Modifications and Enforcement

- 8.1. Company reserves the right to update or modify these Resource Library terms at any time without notice. Continued participation following any change constitutes acceptance.
- 8.2. Company may take enforcement action for any breach, including but not limited to:
  - a. Content takedowns;
  - b. Suspension from the Resource Library;
  - c. Termination from all Programs.

## SCHEDULE G

### CERTIFIED EXPERT TERMS

This Schedule applies to Affiliates whose name, likeness, content, or activities are promoted, featured, or otherwise referenced by the Company in connection with marketing, platform communications, community engagement, or promotional campaigns. This includes but is not limited to: newsletters, product announcements, the Voiceflow website, social media content, workshops, co-hosted events, and on-platform or third-party feature placements.

1. Disclaimer of Endorsement and Certification

- 1.1. The inclusion, reference, or visual display of an Affiliate in any Company communication or public-facing material does not constitute a certification, endorsement, or guarantee of the Affiliate's services, qualifications, or business unless explicitly stated in writing by the Company. Endorsements are for informational and community promotion purposes only. The Company does not certify, endorse, or guarantee the quality, outcome, or accuracy of services provided by the featured Affiliate.
- 1.2. Affiliates may not use terms such as "Certified by Voiceflow," "Official Voiceflow Partner," "Voiceflow Endorsed," or any similar language suggesting formal validation unless such designation has been expressly provided by the Company in writing and in accordance with an official Program.

2. Grant of Rights and License

- 2.1. The Affiliate grants to the Company a non-exclusive, irrevocable, perpetual, royalty-free, sublicensable, worldwide license to use, reproduce, publish, modify, and distribute the Affiliate's:
  - a. Name, image, likeness, and voice;
  - b. Social media handles, professional title, biographical details, and public content;
  - c. Submitted or co-created content, including templates, tutorials, quotes, testimonials, or promotional materials, across all media and formats now known or later developed, including but not limited to: the Voiceflow platform, social media, community newsletters, investor or customer presentations, public reports, and advertising materials.
- 2.2. This license permits the Company to use such materials without requiring review or approval by the Affiliate.
- 2.3. This license survives the termination of this Agreement unless otherwise revoked in writing by the Company or required to be revoked by law.

3. Affiliate Responsibilities and Representations

- 3.1. The Affiliate represents and warrants that any content, statements, or representations made or submitted for promotional purposes:
  - a. Are accurate and reflect genuine use or experience with Company products or services;
  - b. Are the original work of the Affiliate or are properly licensed, and do not infringe on any third-party intellectual property or privacy rights;
  - c. Comply with all applicable laws, regulations, and guidelines including advertising and disclosure laws;
  - d. Are not defamatory, misleading, vulgar, or otherwise damaging to the Company's brand or community standards.

- 3.2. The Affiliate agrees to comply with all Company branding, disclosure, and communications guidelines provided prior to participation in any promotional collaboration or content co-creation.
- 3.3. The Affiliate shall not:
  - a. Misrepresent the nature of their relationship with the Company;
  - b. Suggest entitlement to compensation or approval that was not formally granted;
  - c. Imply a legal or agency relationship with the Company without express authorization.
- 4. Revocation, Audit, and Enforcement
  - 4.1. Voiceflow may, in its sole discretion:
    - a. Remove or suspend promotional features, shoutouts, or public associations with the Affiliate;
    - b. Audit Affiliate content or public statements for accuracy, compliance, and brand alignment;
    - c. Request clarifications or corrections to misstatements about the Affiliate's relationship to the Company;
    - d. Revoke participation in future promotions, campaigns, or co-marketing efforts.
  - 4.2. The following may result in immediate termination of the Affiliate's participation in the Program and forfeiture of unpaid promotional compensation:
    - a. Misuse of promotional privileges or false claims of endorsement;
    - b. Conduct that violates this Agreement, applicable law, or Voiceflow's community and conduct standards;
    - c. Material reputational harm caused to the Company.
- 5. Compensation
  - 5.1. Participation in any feature, spotlight, or endorsement does not entitle the Affiliate to compensation unless explicitly outlined in a separate written agreement between the Parties.
  - 5.2. If a campaign involves revenue sharing, stipends, speaker honorariums, or other financial incentives, these must be explicitly formalized in writing and approved by the Company in advance.
- 6. Limitation of Liability and Waiver of Rights
  - 6.1. The Company shall not be liable for any reputational damage, commercial loss, or third-party claims arising from:
    - a. The promotion, omission, or withdrawal of an Affiliate from a feature or endorsement;
    - b. The use of Affiliate content in a manner consistent with this Schedule.
  - 6.2. The Affiliate irrevocably waives any claims to injunctive or equitable relief arising from the inclusion, exclusion, or characterization of their name, likeness, or content in promotional materials, provided such use is not materially misleading or defamatory.