

**NUVO TECHNOLOGIES, INC.**  
**PARTNER PROGRAM AGREEMENT**

This Partner Program Agreement (the “**Agreement**”) constitutes a legally binding agreement between you (“**Referral Partner**”) and Nuvo Technologies, Inc., a Delaware corporation (“**Company**”). REFERRAL PARTNER ACKNOWLEDGES AND AGREES THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON OR ENROLLING IN THE PARTNER PROGRAM, REFERRAL PARTNER IS INDICATING THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT. IF REFERRAL PARTNER DOES NOT AGREE TO THIS AGREEMENT, THEN REFERRAL PARTNER HAS NO RIGHT TO PARTICIPATE IN THE PARTNER PROGRAM. This Agreement is effective as of the date Referral Partner first enrolls in the partner program. If Referral Partner accepts or agrees to this Agreement on behalf of its employer or another legal entity, Referral Partner represents and warrants that it: (i) has full legal authority to bind its employer or such entity to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to this Agreement on behalf of the party that it represents. In such event, “Referral Partner” will refer and apply to such employer or other legal entity.

**RECITALS**

A. The Company develops, owns, and operates a platform, as well as related software programs, applications, and services, that allows its customers to manage their credit relationships via various customer and risk management tools (the “**Company Services**”).

B. The Company desires to grant to Referral Partner the non-exclusive right to market the Company Services to its current and prospective customers and contacts (the “**Potential Customers**”), and Referral Partner is willing to perform the services on the terms and conditions described below.

C. Referral Partner and the Company desire to enable each Successful Referral (defined below) who is a shared customers to integrate their respective software services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. **AUTHORIZATION.**

1.1 **Scope.** Subject to Referral Partner’s compliance with the terms and conditions of this Agreement, during the Term (defined below) hereof, Company hereby engages Referral Partner as a non-exclusive referral source and grants Referral Partner a non-exclusive, non-transferable license during the Term to market the Company Services to Potential Customers as set forth in this Agreement. Referral Partner hereby accepts such engagement.

1.2 **Use of Company Trademarks.** Company hereby grants Referral Partner a non-exclusive right to use the Company’s trade names, trademarks, service marks, or logos (the “**Company Trademarks**”), as supplied by Company from time to time, solely in connection with and to the extent necessary for the marketing of the Company Services under this Agreement; provided that Referral Partner must obtain Company’s prior written approval for use of any materials distributed by Referral Partner which contain Company Trademarks. Referral Partner acknowledges Company’s exclusive ownership of the Company Trademarks, agrees that all benefits from distribution of the Company Trademarks shall inure to Company, agrees not to take any action inconsistent with such ownership, and further agrees to take any action

which Company reasonably requests to establish and preserve Company's exclusive rights in and to the Company Trademarks. Referral Partner's use of Company Trademarks shall be in accordance with Company's trademark guidelines, as may be communicated by Company to Referral Partner from time to time. Referral Partner shall not alter any Company Trademarks.

1.3 Use of Referral Partner Trademarks. Referral Partner hereby grants Company a non-exclusive right to use any of Referral Partner's trade names, trademarks, service marks, or logos (the "**Partner Trademarks**"), as supplied by Referral Partner from time to time, solely in connection with and to the extent necessary for marketing the nature of the Referral Partner relationship and to carry out Company's responsibilities under this Agreement. Company acknowledges Referral Partner's exclusive ownership of the Partner Trademarks, agrees that all benefits from distribution of the Partner Trademarks shall inure to Referral Partner, agrees not to take any action inconsistent with such ownership, and further agrees to take any action which Referral Partner reasonably requests to establish and preserve Referral Partner's exclusive rights in and to the Partner Trademarks. Company's use of the Partner Trademarks shall be in accordance with Referral Partner's trademark guidelines, as may be communicated by Referral Partner to Company from time to time. Company shall not alter any Partner Trademarks.

1.4 Company Intellectual Property Rights & Restrictions. Referral Partner acknowledges that the Company Services contain trade secrets of Company and its licensors, and, in order to protect such trade secrets and other interests that Company and its licensors may have in the Company Services, Referral Partner agrees not to disassemble, decompile or reverse engineer the Company Services, or permit any third party to do so. Except as expressly authorized by this Agreement, Referral Partner will not: (a) copy, reproduce, or distribute the Company Services, in whole or in part; (b) modify the Company Services; or (c) make any representations, warranties, or covenants regarding the Company Services on behalf of the Company.

## 2. MARKETING.

2.1 Marketing Activities. Referral Partner will use commercially reasonable efforts to market the Company Services by: (i) directly reaching out to Potential Customers to discuss the Company Services; (ii) undertaking any other marketing efforts agreed upon between the parties including, but not limited to, the joint marketing efforts set forth on Exhibit A; provided that the Company may require Referral Partner cease any marketing efforts in its sole and absolute discretion.

2.2 Marketing Materials. The Company may provide Referral Partner with certain materials (such as, for example, marketing collateral or demonstration versions of the Company Services) solely for use in unmodified form in promoting the Company Services hereunder (the "**Company Materials**").

## 3. FEES.

3.1 Referral Fee Payment. Company shall pay to Referral Partner the Referral Fee (defined below), for each Potential Customer who: (i) completes the sign up process to use the paid version of the Company Services (each, a "**Paid Account**") following an introduction by Referral Partner to the Company using the Company's preferred meeting booking method such as a meeting booking link; and (ii) has not cancelled their account within the first 30 days after Potential Customer opens a Paid Account (each, a "**Successful Referral**").

For each Successful Referral, Company shall pay to Referral Partner an amount equal to 20% of the aggregate amount paid by such Potential Customer to Company during the first twelve (12) months after a Successful Referral (the "**Referral Fee**").

Separately, Referral Partner may be eligible to receive 10% of the aggregate amount paid by a Potential Customer to Company during the first twelve (12) months after the Potential Customer becomes a Paid Account (the “**Influence Reward**”). To qualify for the Influence Reward, Referral Partner must: (i) have connected their Crossbeam Platform account to Company in accordance with the Crossbeam Connection (defined below); (ii) provide verifiable evidence, satisfactory to Company, demonstrating that Referral Partner positively influenced the Potential Customer’s decision to purchase Company Services; and (iii) not receive the Referral Fee outlined above for the same Potential Customer.

Any earned Referral Fee shall be paid within thirty (30) days after the end of each month in which such Referral Fee is earned and shall be accompanied by an applicable Referral Report (defined below). With appropriate documentation, Referral Fees may be adjusted for any refunds, returns, or subsequent discounts provided, with right of setoff by the Company against other Referral Fees owed by the Company.

3.2 Meeting Bonus. The Company agrees to pay the Referral Partner a one-time bonus of \$250 for each distinct Potential Customer that is referred to Company by the Referral Partner and participates in a prospective sales meeting with Company sales representatives (the “**Meeting Bonus**” and together with the Referral Fee, the “**Fees**”). To qualify for this Meeting Bonus, the Potential Customer must meet the following criteria: (i) they must currently manage an active credit process that includes a credit application; (ii) the meeting attendee must be a relevant member of the Potential Customer’s finance team; and (iii) the meeting attendee must hold a position of manager or higher (each, a “**Qualified Meeting**”). The Potential Customer may earn such Meeting Bonus for each Qualified Meeting that occurs within one-hundred twenty (120) days after the Effective Date, with each earned Meeting Bonus being reflected on the applicable Referral Report. The Company reserves the right to discontinue the Meeting Bonus at any time in its sole and absolute discretion.

3.3 Fee Restrictions. For the avoidance of doubt, to the extent a Potential Customer has already been introduced to the Company, or is otherwise engaged in the Company’s customer pipeline, within the twelve (12) months prior to such referral, then Referral Partner shall not be entitled to any Fee hereunder. Notwithstanding anything to the contrary contained herein, the Company shall not be required to enter into any agreements with the parties referred by Referral Partner.

3.4 Fee Reporting. Company will track each Successful Referral and Qualified Meeting that originates from the Referral Partner, summarizing in reasonable detail the sales activity, Qualified Meeting activity, and associated Fees, which will be provided to Referral Partner at the time of any Fee payment (the “**Referral Report**”).

3.5 Taxes. Each party shall be responsible for and pay any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including without limitation, sales taxes, use taxes, and value added taxes) resulting from its own activities under this Agreement.

4. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and continue in effect until terminated in accordance with this Section 4 (the “**Term**”). Either party may terminate this Agreement: (i) upon at least thirty (30) days’ prior written notice to the other party; or (ii) if the other party commits a material breach of any term of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice of the breach from the other party. Upon any termination of this Agreement, all rights, obligations and licenses of the Parties hereunder shall cease and the provisions of Sections 4 through 10 (inclusive), and any remedies for breach of this Agreement, shall survive any termination. Subject to the terms and conditions set forth herein, upon the termination or expiration of this Agreement, Company shall continue to be obligated to pay all Fees earned prior to such termination or expiration.

5. PROPRIETARY RIGHTS.

5.1 No Implied License. Except for the limited rights expressly granted hereunder, no other license or right is granted, no other use is permitted and Company (and its licensors) shall retain all right, title and interest in and to the Company Services, Company Trademarks, Company Materials, and any materials provided by Company to Referral Partners, in each case including all intellectual property and proprietary rights embodied therein. Referral Partner agrees not to take any action inconsistent with such title and ownership.

5.2 Confidentiality. The parties agree that any information received by either party in connection with this Agreement which is not in the public domain (including the terms of this Agreement), including information received verbally that a reasonable person would understand to constitute proprietary information (hereinafter “**Confidential Information**”), is not to be disclosed to any person other than employees, contractors, professional advisors, and actual or prospective investors, lenders or acquirers of either party who have a need to know such information. The receiving party shall be responsible for unauthorized disclosures of the other party’s Confidential Information by such employees, contractors and others to whom it disclosed the Confidential Information. The parties agree that any Confidential Information disclosed to a party pursuant to this Agreement may be used by the receiving party only in the performance of this Agreement (or, as to advisors and other authorized discloses, for purposes of evaluation and advice), and for no other purpose. The parties further agree that with respect to the Confidential Information of the other party, during the Term of this Agreement and thereafter, the receiving party will at all times maintain its confidentiality using the same degree of care that such party uses to protect its own Confidential Information and in no case using less than the usual standard of care. “Confidential Information” does not include information which: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (b) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) is disclosed with the prior written approval of the disclosing party; (d) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party, as demonstrated by files created at the time of such independent development; (e) becomes known to the receiving party without restriction, from a source other than the disclosing party, not in violation of the disclosing party’s rights; (f) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement; or (g) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving party shall provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Any breach of the restrictions contained in this section is a breach of this Agreement which may cause irreparable harm to the nonbreaching party. Any such breach shall entitle the nonbreaching party to injunctive relief in addition to all legal remedies.

6. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that it has full power and authority to execute this Agreement and to take all actions required by, and to perform the agreements contained in, this Agreement, and that each party’s obligations under this Agreement do not conflict with its obligations under any other agreement to which it is a party or by which it is otherwise bound.

7. COMPLIANCE WITH LAWS. Each party agrees that it shall comply with and shall not cause or require the other to violate any applicable laws or regulations in connection with any services or related payments, if any, provided or made under this Agreement. Each party shall be responsible for any fines, sanctions, penalties, or fees resulting from such party’s failure to comply with applicable laws and regulations.

8. DISCLAIMERS AND INDEMNIFICATION.

8.1 Indemnification. Each party (an “*Indemnifying Party*”) shall defend, indemnify, and hold harmless the other party, and its respective directors, officers, employees, and agents (an “*Indemnified Party*”) against any loss, liability, judgment, penalty, damage, or expense (including reasonable attorneys’ fees and costs) awarded by a court of competent jurisdiction or agreed to in a good faith settlement resulting from any third-party claim, suit, action or other proceeding (an “*Action*”) brought against any Indemnified Party alleging or arising out of such Indemnifying Party’s material breach of this Agreement, gross negligence, or willful misconduct.

8.2 Disclaimers and Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT OF THE SERVICES TO BE PROVIDED HEREOF, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT FOR EITHER PARTY’S BREACH OF SECTION 5.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS. EXCEPT FOR A BREACH OF SECTION 5.2 AND EITHER PARTY’S OBLIGATIONS UNDER SECTION 8.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES EXCEEDING THE AMOUNT PAID OR PAYABLE TO REFERRAL PARTNER BY COMPANY PURSUANT TO THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

9. NON-DISPARAGEMENT. Each party shall, and shall cause its affiliates and agents to, during the Term and ending three (3) years thereafter, refrain from making any statements or comments, oral or written, of a defamatory or disparaging nature about the other party, the other parties’ services and products, or any of other party’s officers, directors or employees in any manner that is harmful to their respective business, services, business reputations or personal reputations.

## 10. GENERAL PROVISIONS.

10.1 Independent Contractor. Referral Partner and Company are independent contractors, and neither Referral Partner nor Company is an agent, representative, employer, employee, or partner of the other.

10.2 Entire Agreement; Amendment and Waiver. This Agreement sets forth the entire agreement between Referral Partner and Company regarding the subject matter herein. Any term of this Agreement may be amended or waived only with the written consent of the parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this section shall be binding upon the parties and their respective successors and assigns. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

10.3 Assignment. Neither party may assign, transfer, or delegate its rights or obligations under this Agreement without the other party’s prior written authorization; *provided that* Company may assign this Agreement in connection with an acquisition of all or substantially all of Company’s assets or capital stock. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with

the laws of the State of Delaware, without giving effect to principles of conflicts of law.

10.5 Severability. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, then such provision will be severed and the remaining provisions of this Agreement will remain in full force and effect.

10.6 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed email, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or email as set forth in this Agreement, or as subsequently modified by written notice.

*(Signature Page(s) to Follow)*

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized officers to execute this Agreement as of the Effective Date.

**NUVO TECHNOLOGIES, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Siddhardha Malladi  
Title: Chief Executive Officer  
Email: partnerships@nuvo.com

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Address: \_\_\_\_\_  
Pier 70, Building 12, Space 240  
1070 Maryland St, San Francisco, CA 94107

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT A**

### **Joint Marketing Activities**

1. Facilitate at least one (1) sales enablement session for Referral Partner's customer-facing staff to be delivered by Company staff to ensure familiarity with the Company Services.
2. Collaborate with the Company to release a joint public announcement (e.g., press release or blog post) within thirty (30) days of the Effective Date, subject to mutual approval.
3. Execute at least one (1) email or notice to Potential Customers within thirty (30) days of the Effective Date, highlighting the availability and benefits of the Company Services.
4. Subject to the review and approval of the Company, in its sole and absolute discretion, develop and maintain promotional and informational content about the partnership within the Referral Partner's customer support or help center portals or website, published within ninety (90) days of the Effective Date.
5. Co-promote and host at least one (1) webinar targeting Potential Customers within one hundred eighty (180) days of the Effective Date.
6. Support the creation and dissemination of joint customer case studies, subject to the prior review and approval of each party. The Company shall be responsible for drafting initial materials.
7. Provide reasonable access to marketing and branding guidelines and collaborate on co-branded collateral as needed to support marketing campaigns or Potential Customer engagement.
8. At the election of Referral Partner, it may: (i) connect its customer relationship management tool (CRM) to the Crossbeam partner ecosystem platform (the "***Crossbeam Platform***"); (ii) connect with the Company on the Crossbeam Platform; (iii) enable the default populations of customers and prospects on the Crossbeam Platform; and (iv) share default properties on the Crossbeam Platform with the Company (collectively, the "***Crossbeam Connection***").