

## Referral Partner General Terms

1. **General.** These Referral Partner General Terms (“**Referral General Terms**”) apply to Referral Partner’s activities with respect to the Offering and form an integral part of the Referral Agreement between Referral Partner and Sine.

2. **Certain Definitions.** “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity and, in the case of Sine, also includes any member of the global network of Sine businesses. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or otherwise direct the affairs or management of the entity. All references to “purchase”, “sale,” or “resale” of the Offering shall mean obtaining or granting a right to use or access the Offering. All capitalized terms used but not defined herein have the meaning ascribed to them in the Referral Agreement.

3. **Authorization.** Subject to Referral Partner’s strict compliance with the terms of this Agreement, Sine grants Referral Partner, for the benefit of itself and its employees, contractors and agents (collectively, “**Referral Partner Personnel**”), a personal, revocable, non-exclusive, non-assignable, non-transferable, limited license to engage in the Authorized Referral Activities, including the right to use the Referral Partner Marketing Materials and Our Marks to develop potential new customers for the Offerings. If this Agreement is terminated for any reason, Referral Partner will provide Sine with reasonable amounts of information about its marketing and promotion efforts occurring prior to the effective date of termination. Sine reserves the right to enter into similar or other agreements with other persons, users, or entities for the marketing, promotion, resale, access, use, and support of the Offering. Referral Partner agrees and acknowledges that this Agreement does not grant any exclusive rights to Referral Partner in the Offering. Sine expressly reserves the right to contract with others, or act on its own behalf or through third parties or its Affiliates, to market, promote, sell, support, and enable access and use of the Offering in any territory.

4. **Lead Referral Form.** Referral Partner shall not engage in the Authorized Referral Activities in relation an Offering to any person or entity unless and until: (i) it executes and submits a completed Lead Referral Form to Sine identifying by name, the full name of any applicable prospective customer, and such additional information as Sine may reasonably request; and (ii) Sine reviews and accepts the Lead Referral Form (which Sine may accept or reject in its sole discretion). The Lead Referral Form should be completed and accepted by Sine prior to Referral Partner’s initial approach of any potential customer. A potential customer will not be considered a Referral Form Customer or attributed to Referral Partner unless the Lead Referral Form has been accepted by Sine. Referral Partner will only receive a Referral Fee for new Referral Form Customers brought to Sine by Referral Partner, not for customers with whom Sine, its Affiliates, resellers or other referral sources have a current relationship or with whom Sine is otherwise aware of through other sources.

5. **Authorized Territory.** Referral Partner agrees to engage in Authorized Referral Activities only to Referral Form Customers located within the Territory. Referral Partner does not have the right to sell, or otherwise engage in activities outside the Authorized Referral Activities for, the Offering. Referral Partner will not: (a) solicit sales or engage in Authorized Referral Activities outside the Territory; (b) attempt to sell or authorize use to any person or entity located outside the Territory; or (c) attempt to sell or enable the use of the Offering to any person or entity that you know or should know will resell outside the Territory. Referral Partner will promptly refer to Sine all inquiries for Offering sales within or outside the Territory. Sine may immediately terminate this Agreement and/or suspend Referral Partner if the Offering is promoted, advertised, marketed, sold, or deployed by Referral Partner, or accessed or used by Referral Partner Personnel outside the Sine-approved Territory or scope of Authorized Referral Activities. Sine retains all rights to its products and solutions, and Offerings, and this Referral Agreement does not modify Sine’s rights to market, promote, offer and sell its Offerings, or engage in any other activity with respect to its Offerings, globally (including through other third parties or directly) to end customers without any payments to Referral Partner.

### 6. **Referral Source Requirements.**

6.1 **Communications.** Referral Partner’s communications with Referral Form Customers or potential Referral Form Customers regarding the Offering, or promotion of the Offering, or authorized Offering roadmap will be based on materials provided by Sine, including through the Partner Portal, or as otherwise approved for distribution by Sine. Sine may provide Referral Partner with updates on Fees (and related increases), updates on the product roadmap (and coming changes/innovations), and general business information as necessary for our Offerings via email, the Partner Portal, or other communication channels.

6.2 **Referral Partner Source’s Costs.** Referral Partner shall bear and be responsible for any costs and expenses to perform its activities under this Agreement, including, but not limited to, its marketing and promotional costs, and any costs or fees related to the Authorized Referral Activities. Referral Partner will have full control over the time, place,

and method by which its work under this Agreement is accomplished. Referral Partner's sole compensation under this Agreement shall be the payment of Referral Fees as set forth in the Agreement.

**6.3 Sine Pricing.** Sine will exclusively determine the pricing for its Offerings. Referral Partner will only communicate pricing and Offering information as provided in the Referral Partner Marketing Materials. All pricing is exclusive of applicable taxes and other government charges including but not limited to all sales, use, or excise taxes. All Referral Fees shall be paid in U.S. dollars.

**6.4 Annual Review.** Referral Partner will meet with Sine annually, or as otherwise requested by Sine, to review the scope of its designated Territory and the Offerings that it is permitted to market and promote hereunder. Sine reserves the right to accept or decline any Territory or Offering request and may exclude certain Offerings or countries on an individual basis. Referral Partner shall have no right to exclusively promote the Offering associated with a Territory, including in its designated Territory.

**6.5 Evidence of Competency and Certification.** From time to time as Sine requests, and at least annually, you shall provide written evidence of your competency and ability to engage in the Authorized Referral Activities in the Territory and certify to us that you have complied with all terms of the Agreement. Your failure to provide such evidence and/or certification in a form satisfactory to us, in our sole discretion, may result in (i) the modification of scope of Offering, Territory or Authorized Referral Activities, or (ii) termination of this Agreement. Any modification or revocation under this Section shall not absolve you of your prior contractual commitments under this Agreement.

**6.6 Relationship Managers.** Each Party shall designate one person to act as its "**Relationship Manager**". Relationship Managers will coordinate the performance of the Parties under this Agreement, serve as the primary points of contact between the Parties with respect to issues arising under this Agreement, and have decision-making authority with respect to day-to-day matters associated with the relationship. The initial Relationship Managers for each Party shall be as set forth in the Agreement. Each Party can replace its Relationship Manager by written notice to the other. All notices hereunder relating to day-to-day matters associated with the relationship shall be sent to the Relationship Managers and may be in the form of email.

**7. Promotion.** Referral Partner shall use its best efforts to engage in the Authorized Referral Activities in accordance with the terms of this Agreement. As part of such efforts, Referral Partner shall promptly answer questions from Referral Form Customers about the Offering in accordance with the Referral Partner Marketing Materials and Referral Brand Guide. Referral Partner agrees to provide Sine, on a quarterly basis, with a written, non-binding rolling 12 month referral purchase forecast for the Offering to assist us in planning.

**8. Agreement Term, Termination and Transfer.** The Term of the Agreement is as set forth in the Referral Agreement. Either Party may terminate this Agreement if the other Party commits a material breach of the Agreement and fails to cure such breach within thirty (30) days of written notice specifying the breach, to the extent curable. In addition, Sine may terminate this Agreement upon written notice to Referral Partner with immediate effect if: (a) Referral Partner is or becomes insolvent; (b) Referral Partner attempts to obtain protection from creditors or wind down operations; (c) Referral Partner grants or attempts to grant the right to engage in Authorized Referral Activities to any third party, agent or sub-contractor; (d) use of the Offering is fraudulent or continued use would subject us to third party liability; (e) Sine ceases making the Offering available for sale or resale, in whole or in any particular Territory; or (f) in the event Referral Partner breaches its obligations under this Agreement. Further, Sine may terminate this Agreement at any time upon thirty (30) days' written notice. Upon termination of this Agreement, Referral Partner: (x) will immediately stop engaging in all the Authorized Referral Activities for the Offering; (y) will pay any and all amounts due to Sine, if any; and (z) must return or destroy all Sine Confidential Information and certify the same to Sine in writing. Furthermore, upon the termination or expiration of this Agreement, Sine shall be obligated to pay Referral Fees to Referral Partner solely in accordance with this Agreement and with respect to Referral Form Customers who signed a standard Customer Agreement with Sine prior to the effective date of termination or expiration of this Agreement. No Referral Fees shall be paid for opportunities in process but not closed as of the termination or expiration of this Agreement.

**9. Confidentiality.** All non-public, confidential, or proprietary information disclosed by a Party to the other Party in performance of the Agreement ("Confidential Information") shall be protected using the same degree of care, but no less than reasonable care, as the recipient uses to protect its own Confidential Information and shall not, without the written consent of the disclosing party, be used or disclosed except for the purpose of the Agreement and only by the

receiving Party's Affiliates, employees and service providers who are bound, in writing, to substantially similar obligations of confidentiality and have a need to know. Each Party will be responsible for any breaches of the confidentiality obligations by its Affiliates, employees or service providers. Receiving party will keep Confidential Information confidential for 5 years from disclosure. Except as set out in the Agreement, information will not be Confidential Information unless (a) marked "CONFIDENTIAL" or similar at disclosure; (b) disclosed orally or visually but identified as confidential at disclosure and designated as confidential in writing in 30 days of disclosure summarizing the Confidential Information sufficiently for identification; or (c) should reasonably be understood to be confidential given the nature of the information as sensitive and non-public. Confidential Information excludes information that: (i) was already known to recipient without restriction; (ii) is publicly available through no fault of recipient; (iii) is rightfully received by recipient from a third party without a duty of confidentiality; or (iv) is independently developed. A Party may disclose Confidential Information when compelled to do so by law if it provides prior notice to the other Party and reasonable opportunity to contest or limit disclosure unless a court orders that the other Party not be given notice. The Agreement contents and the internal operation and performance of the Offering are our Confidential Information.

**10. Privacy.** The parties acknowledge and agree that Sine and Referral Partner are independent data controllers of any information transferred under this Agreement relating to an identified or identifiable natural person ("Personal Data"). Sine may process Personal Data you provide in accordance with Sine's Privacy Policy, which you acknowledge. Referral Partner agrees to: (a) comply with the obligations imposed on it under applicable laws governing the processing of Personal Data ("Data Protection Laws"); (b) obtain valid consent or have another valid legal basis prior to transferring Personal Data to Sine; (c) establish procedures for managing and responding to data subject request under Data Protection Laws; (d) provide commercially reasonable assistance to Sine in responding to any requests from a data subject, regulator, or supervisory authority concerning Data Protection Laws; and (e) provide prominent notice of its privacy practices to data subjects and ensure that such notice complies with this Agreement and Data Protection Laws. Sine may collect, use, transfer, disclose, and otherwise process Customer Personal Data, as described in the Sine Terms and Sine's Privacy Policy.

**11. Compliance with Laws.** You will comply with all laws, ordinances, regulations and codes of the Territory and the jurisdiction of your formation with respect to the Authorized Referral Activities in the Territory, including (i) making all necessary filings with the applicable government(s) (including but not limited to governmental agencies, political subdivisions, or industry associations thereof), (ii) promptly paying all taxes to all tax authorities in the Territory and the jurisdiction of your formation in connection with any Referral Fees paid to you in accordance with the terms of this Agreement, and (iii) following all laws, ordinances, regulations and codes relating to taxation and foreign currency remittances including those in the Territory and the jurisdiction of your formation. You shall on an annual basis, or more frequently as requested by us, present to us proof of your fulfilment of your its tax-paying obligations in relation to its actions and obligations hereunder.

**12. Warranties and Disclaimer.**

**12.1 Sine Warranties.** Sine warrants that it has all necessary right, title or license, and interests to grant to Referral Partner the right to conduct the Authorized Referral Activities under this Agreement. SINE DOES NOT PROVIDE ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, WITH RESPECT TO THE OFFERING OR ANY OTHER AREA, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SINE EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. SINE IS NOT RESPONSIBLE OR LIABLE FOR THE USE OR OUTPUT OF ANY OFFERING BY REFERRAL PARTNER OR ANY END USER. SINE DOES NOT WARRANT THAT THE OFFERING WILL MEET REFERRAL PARTNER'S OR ANY USER'S REQUIREMENTS, OR THAT IT WILL OBTAIN ANY RESULTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

**12.2 Referral Partner Warranties.** Referral Partner warrants that its obligations under the Agreement shall be performed in a timely, diligent, professional, and courteous manner and in accordance with all applicable laws (including, without limitation, obtaining all licenses, permits and approvals which are necessary and advisable for engaging in the Authorized Referral Activities for the Offering in the Territory and for the performance of its duties hereunder. Referral Partner will be solely responsible and liable for any warranties or representations made by Referral Partner to the Referral Form Customers with respect to the Offerings that are not contained or consistent with the Referral Partner Marketing Materials.

**12.3 Both Party Warranties.** Each party warrants that it is not bound by any agreement which conflict with or may interfere with performance of its obligations hereunder and shall not enter into any such agreement or obligations during the term of this Agreement.

**13. Intellectual Property.** All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IPR**”) in and to the Offering and all derivative works, modifications and improvements, are retained by Sine or its licensors and are Sine’s Confidential Information. The operation and performance of the Offering is Sine Confidential Information. If Referral Partner provides any suggestions, comments or feedback regarding the Offering, you hereby assign to us all right, title and interest in and to the same without restriction. You shall not remove, modify or obscure any IPR notices on the Offering. We shall own all IPR that is: (a) developed by us or our Affiliates by processing or analysis of User Data (excluding User Data itself but including derived data that is sufficiently different from User Data); or (b) generated through support, monitoring or other observation of your and Users’ use of the Offering.

**14. Indemnification.** Referral Partner will, at its sole cost and expense, defend, indemnify and hold harmless Sine and its Affiliates, subcontractors, licensors and agents from, and pay or reimburse, all fees, losses, awards and damages (including attorney’s fees) arising out of claims related to: (a) Referral Partner’s acts or omissions or negligence, in the performance of Referral Partner’s rights and obligations under the Agreement; (b) Referral Partner’s possession, access to, loss of, processing or use of Personal Data; and (c) any claims related to your Authorized Referral Activities.

**15. Limitation of Liability.** SINE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR LOST PROFITS AND REVENUES (IN EACH CASE WHETHER DIRECT OR INDIRECT). SINE’S CUMULATIVE, AGGREGATE LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (A) THE TOTAL AMOUNTS PAID BY SINE TO REFERRAL PARTNER UNDER THE AGREEMENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; OR (B) USD \$10,000. THE LIMITATIONS APPLY TO CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO THE AGREEMENT REGARDLESS OF FORM.

**16. Insurance.** Referral Partner will maintain insurance (including, without limitation, workman’s compensation insurance) with a reputable insurance company at levels sufficient to cover the obligations and liabilities of Referral Partner relating to its obligations and undertakings hereunder and, upon Sine’s request, will provide to Sine certificates of such insurance. The amount of insurance coverage shall not be deemed to limit Referral Partner’s liability hereunder.

**17. Security.** Referral Partner will use commercially reasonable administrative, physical and technical safeguards to protect Sine’s Confidential Information and follow industry-standard security practices. Referral Partner must notify Sine within forty-eight (48) hours if Referral Partner reasonably believes that there has been an unauthorized acquisition, destruction, modification, use, or disclosure of, or access to, Sine Confidential Information that is handled by, or on behalf of, Referral Partner (“Breach”). After providing such notice, Referral Partner will investigate the Breach, taking all necessary steps to eliminate or contain the exposures that led to such Breach and, within seven (7) days of the identification of the Breach, provide to Sine a written report detailing mitigation steps taken by Referral Partner in response to the occurrence. Referral Partner is solely responsible for all costs and liability incurred by Sine due to the unauthorized use or access of Referral Partner’s account credentials or systems, or other breach of Sine Confidential Information.

**18. Trademarks.**

**18.1** Referral Partner grants to Sine and its Affiliates a non-exclusive, worldwide, royalty-free license to use any trademark, service mark, trade name, other proprietary logo or insignia, URL, domain name, or other source or business identifier of Referral Partner (collectively, “**Your Marks**”) for use in connection with marketing or publicity. Referral Partner may represent to third parties that it has been granted the right to market and promote the Offering(s) as specified in the Agreement.

**18.2** Sine grants to Referral Partner a non-exclusive, royalty free license during the Term, to use the trademarks, names and related designs depicted in the promotional materials furnished through the Partner Portal (“**Our Marks**”) only as expressly permitted in the Referral Partner Brand Guide or otherwise approved by Sine and solely within the Territory. Our Marks shall be used solely in connection with promotion and marketing of the Offering to Referral Form Customers and in strict conformity with the Referral Partner Brand Guide and this Agreement. Upon termination of this Agreement, Referral Partner shall immediately cease use of all Our Marks. Referral Partner rights are personal to

Referral Partner and may not be transferred, assigned or sublicensed, nor shall Referral Partner delegate its obligations without Sine's prior written consent. Referral Partner acknowledges that Sine is the owner of all right, title and interest in, and to, Our Marks. All goodwill resulting from Referral Partner's use of Our Marks, including any additional goodwill that may be developed during the Term by Referral Partner's use, shall inure solely to the benefit of Sine. Referral Partner shall not acquire any rights in the Our Marks by virtue of its use of the same under this Agreement. Referral Partner shall not (a) use Our Marks for any unauthorized purpose or in any manner likely to diminish their commercial value; (b) knowingly use any trademark, name, trade name, domain name, logo or icon similar to or likely to cause confusion with Our Marks; (c) make any representation to the effect that the Our Marks are owned by Referral Partner; (d) attempt to register, register or own in any country: (i) Our Marks; (ii) any domain name incorporating in whole or in part Our Marks; or (iii) any name, trade name, domain name, keyword, social media name or identification or mark that is confusingly similar to Our Marks; or (e) challenge the validity of our ownership of Our Marks. Referral Partner shall not at any time, during or following termination of this Agreement, contest the validity of Our Marks nor assert or claim any other right to manufacture, sell or offer for sale products under Our Marks, or any trademark confusingly similar. Any trademarks, names or domain names or trademark rights acquired by Referral Partner in violation of this Agreement shall be immediately assigned to Sine upon request.

**18.3** Referral Partner will not use Our Marks or refer to or identify Sine in any advertising or publicity releases or promotional or marketing materials, including Internet web pages or designs ("**Copy**"), that are not provided by Sine through the Partner Portal or approved by Sine in advance. Copy is disapproved if Sine does not provide a reply within 10 business days of receipt. Sine may refuse to approve, and Referral Partner may not distribute, any Copy that derogates, erodes or tends to tarnish Our Marks or otherwise diminishes the value of Our Marks, in Sine's sole opinion. Referral Partner will promptly revise any Copy which Sine, in its sole judgment, deems in violation of this Agreement, our latest corporate identity standards or which we find objectionable as tending to derogate or diminish goodwill in Our Marks. Sine will provide specific corrective actions to such Copy, and Referral Partner will use its best commercial efforts to promptly revise such Copy in accordance with Sine's instructions and will resubmit the Copy for approval. Referral Partner shall promptly notify Sine of any infringement or potential infringement of the Our Marks. Sine may decide in its sole discretion whether and what steps should be taken to prevent or terminate the infringement of Our Marks, including the institution of legal proceedings and settlement of any claim or proceeding. Referral Partner will provide reasonable assistance in any such action, such as the furnishing of documents and information and the execution of all reasonably necessary documents, as Sine may reasonably request.

**19. Responsibilities and Limitations.** Referral Partner will employ suitable qualified staff to fulfil Referral Partner's obligations under the Agreement and notify us of all matters of importance coming to your attention relating to the Offering, including all customer complaints about the Offering. . Referral Partner recognizes that Sine employees constitute valuable assets of Sine. Referral Partner agrees that it will not directly or indirectly solicit, hire, or attempt to solicit or hire any Sine employee as an employee or independent contractor of Referral Partner or an Affiliate during the Term of the Agreement and for a period of 1 year thereafter. Nothing in the Agreement limits Sine's right to develop and distribute its products, services, software or technologies, even if the same are competitive with Referral Partner's own software or services. During and after the Term, Referral Partner hereby covenants and agrees that it will not assert, or authorize, assist, or encourage any third party to assert, against Sine or its Affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Offering, Sine Confidential Information and any other items described in the Agreement.

**20. Law, Dispute.** The Parties, via their respective Relationship Manager, shall collaborate in good faith to resolve any claims or disputes (a "Dispute") arising under this Agreement. In the event such Dispute cannot be resolved by the Relationship Managers within fifteen (15) days from the date of written notice by either Party to the other Party of the existence of such a Dispute, it shall to the extent possible be settled amicably by negotiation between the officers of the Parties, within thirty (30) days from the last day of the prior thirty (30) day Relationship Manager dispute resolution period. The negotiation during the officer escalation thirty (30) day period shall include officers and other appropriate personnel from each Party who are familiar with this Agreement and the Dispute. Any Dispute which cannot be amicably settled by negotiation between the Parties by the end of such officer escalation thirty (30) day period, will be determined by Arbitration in accordance with this section. All Disputes shall be governed by and construed in accordance with the substantive laws of the jurisdiction listed below, without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto): (a) if Referral Partner is formed or principally located or domiciled in any country in North, Central, or South America (including United States, Canada, Mexico, Brazil etc.), the laws of the State of New York, USA will govern these terms and any Dispute, and Referral Partner agrees that all Disputes will be finally resolved by a panel of three arbitrators in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, with New York, New York as the place of arbitration; or (b) if Referral Partner is formed or principally located or domiciled in any other country, the laws of England and Wales will govern these Terms and any Dispute, and User agrees that all Disputes will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce, with London,

England as the place of arbitration. The language of all arbitrations will be English. Each Party shall bear its own costs of translations into English, without prejudice to a final determination on the allocation of costs. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of the invoice or Order Form. Until the award is entered, either party may apply to the arbitrators for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary, to protect the party's rights or property. The Parties agree that any claims will be adjudicated on an individual basis, and each expressly waives the right to participate in any action, lawsuit, or proceeding as a class or collective action, joint action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity. Except to the extent required by applicable law, neither Party may disclose the existence, content or results of any arbitration hereunder (other than to its accountants and attorneys) without prior written consent of the other Party. Each Party shall cause its representatives, witnesses and any arbitrators to assume confidentiality obligations no less stringent than those provided in this Agreement, during and after the term of this Agreement, with respect to the existence, content or results of any arbitration hereunder. Each Party shall be fully responsible for the observance of such confidentiality obligations by its representatives and witnesses during and after the term of this Agreement.

**21. Ethics and Compliance.** Referral Partner shall comply with all applicable laws and regulations in performing its obligations under the Agreement including, but not limited to, data privacy or localization, anti-bribery and export control laws (i.e. export to embargoed, prohibited or restricted countries or access by prohibited, denied or designated persons). Referral Partner will, upon entering into the Agreement and annually thereafter, certify that it has reviewed, understands, and agrees to abide by the provisions of the then-current Sine Code of Business Conduct and applicable anti-bribery laws. A copy of the Sine Code of Business Conduct may be obtained at <http://Sine.com/About/Pages/code-of-business-conduct.aspx>. Referral Partner acknowledges that in the event of a breach of any of the terms of this Section 21, Sine may suffer damage to its reputation and loss of business which is incapable of accurate estimation. Accordingly, Referral Partner agrees to defend, indemnify, and hold harmless the Sine Indemnified Parties from all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys' fees, which they may suffer by reason of the violation by Referral Partner of the anti-bribery and the other laws referred to herein. Referral Partner shall comply with such regulations, including providing information required by Sine to comply with applicable United States laws and regulations. For purposes of FARs, DFARs and access by governmental authorities, the Offering is "commercial computer software", "commercial computer software documentation" and "restricted data" provided to Referral Partner under "Limited Rights" and "Restricted Rights" and only as commercial end items. Referral Partner further represents and warrants that it, and each of the Referral Partner Personnel, (a) is not (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals," the "Sectoral Sanctions Identifications List," or other economic sanctions lists issued pursuant to governmental authorities (each a, "Sanctions List"), (ii) owned or controlled by one or more persons named on a Sanctions List, or (iii) organized under, resident in, or physically located in a jurisdiction subject to sanctions administered by OFAC, the U.S. Department of State, or similar authority (including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); (b) are in compliance with, and will continue to comply with, all sanctions laws, including, but not limited to, those administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"); (c) will not take any action nor involve any sanctioned persons or group of sanctioned persons in any capacity, directly or indirectly, in any part or performance of this Agreement or otherwise transfer any Sine Services, products or technology to a person named on a Sanctions List; and (d) will not take any action that would cause Sine to be in violation of Sanctions Laws. Any failure by Referral Partner to comply with this provision is a material breach of the Agreement. Referral Partner agrees that Sine may take any and all actions required to ensure full compliance with all Sanctions Laws without Sine incurring any liability.

**22. Miscellaneous.** Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of this Agreement are intended for information purposes only and are not binding commitments on Sine to deliver any material, code or functionality. The development, release and timing of any such updates is at Sine's sole discretion unless agreed otherwise in writing. Referral Partner will not make any commitments or promises to Referral Form Customers about future product direction, intended updates or continued availability of the Offerings and support relating thereto without Sine's prior written approval. Sine may modify, discontinue or replace, in its sole discretion, the Offering and Sine's support policies at any time. If there is a discontinuance that materially impacts the Offering, Sine will use commercially reasonable efforts to provide advance written notice to Referral Partner. Sine may assign or transfer the Agreement on written notice. During the Term of the Agreement and for a period of 24 months thereafter, Sine or its designee can, during normal business hours upon reasonable notice, access, inspect and audit, Referral Partner's compliance with the Agreement and Referral Partner will furnish such information and access to personnel as Sine may reasonably request. Referral Partner may not assign or transfer the Agreement, nor delegate or subcontract any of its rights or obligations under this Agreement, without Sine's prior written consent. Notices must be sent by reputable overnight courier to a Party's

address specified in the Agreement and shall be deemed given three business days after sending. Failures in performance beyond a Party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not a waiver of other or later breaches and waivers must be in writing. The Parties are independent contractors. The controlling version of the Agreement is the English language version regardless of translation. Upon termination of this Agreement, all provisions that by their nature are intended to survive termination shall survive termination or expiration. The Agreement is the entire agreement between the Parties with respect to the promotion and marketing of the Offering and supersedes all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by a written agreement signed by the Parties except that Sine reserves the right to modify these Referral Partner General Terms, in whole or in part, in its sole discretion, by posting an updated copy of these Referral Partner General Terms to this website and any changes or modifications will be effective immediately upon posting. Referral Partner waives any right it may have to receive specific written notice of such changes. If Referral Partner does not agree to any changes to these Referral Partner General Terms, Referral Partner must stop serving as a Referral Partner for Sine and must notify Sine in writing that it is terminating the Agreement effective immediately upon the giving of notice.