PARTNER PROGRAM AGREEMENT

DataBillity, Inc., d.b.a. Billity AI

Effective Date: April 1, 2026

Last Updated: October 20, 2026

Version: 1.10

Version 1.10. Conformed the description of the contracting entity to "DataBillity, Inc., d.b.a. Billity AI" in the title block, preamble, first Recital, Section 18.3, and the copyright line, and updated the supersession list in Section 18.7. No rights, obligations, rates, or commercial terms were changed.

Version 1.9. Added Exhibit B (Standard Commission Rates), which publishes the standard Commission rates for all Partner Types. Standard rates are minimums: Partner Tiers in the Commission Schedule may pay more, and no existing rate was reduced. Solutions Partners receive the Exhibit B rates unless their Solutions Partner Schedule states an approved exception, and automatically receive any later increase. Made conforming changes to Section 1, Section 7.1, Section 18.7, and Exhibit A Sections 3, 10, and 12. For Referral Partners, any rate increase under Exhibit B applies to billing events on or after October 19, 2026; other changes that are material to existing Partners take effect on November 18, 2026 under Section 18.1.

Version 1.8. Introduced Partner Types. Existing participants are Referral Partners; their commission rates and tiers are unchanged, and their recurring commission terms are extended as follows. Added Solutions Partners, a by-invitation Partner Type compensated on revenue from offerings the Partner helped build and deals the Partner helped bring in or close, governed by new Exhibit A (Solutions Partner Terms) and an individually executed Solutions Partner Schedule. Made Commissions uncapped: removed the 24-month limit and all lifetime caps on Recurring Commissions, which now continue for as long as the customer account remains an Active Account, including after a Partner's participation ends other than for cause, resume if the customer reactivates within twelve (12) months, and resume prospectively for Active Accounts whose prior recurring period had ended. Added Section 7.8 (Commission Buyout), which allows Billity AI to buy out future Recurring Commissions on an account for twenty-four (24) times the average monthly Commission on that account. Made conforming changes to Sections 1, 2, 6, 7 (including new Section 7.8), 9.3, 16.4, 18.1, and 18.7. Under Section 18.1, changes that are material to existing Partners take effect thirty (30) days after posting, on November 17, 2026.

Revision Notice (v1.7): Version 1.7 adds §7.3(f) and amends §7.1 to publish the Demographics & Interests add-on list prices and to exclude the third-party data cost of that add-on from Net Revenue. Commission on the add-on, where otherwise payable, accrues only on the markup. No prior rights or obligations are removed.

Revision Notice (v1.6): Version 1.6 adds §§4.6-4.8 (network data-collaboration boundaries, Agency tier attribution, Agentic Commerce scope limitations), §§5.5-5.6 (AI Governance awareness obligation, ADMT notice responsibility), amends §5.2 (prohibited certification and audit-result claims), §7.1 (governance add-on SKU exclusion from Net Revenue), §10.1 (AI-specific regulatory cross-references including Texas RAIGA and CCPA ADMT Regulations), and §13 (Partner warranty on AI marketing claims). No prior rights or obligations are removed.

Revision Notice (v1.5): Version 1.5 clarifies that Partners and ISVs that send SMS or email through the Billity AI Platform or Developer API inherit the Platform Messaging Compliance Layer; API calls cannot bypass output-time consent, quiet-hours, revocation, or per-brand isolation checks. Partner brands remain separate consent scopes.

Revision Notice (v1.4): Version 1.4 renames the defined term "Partner Portal" to "Partner Portal" throughout to reflect the canonical customer-facing and operator-facing surface name at partners.billity.ai. No substantive rights or obligations are modified. The renamed term has the same meaning as the prior "Partner Portal" defined term.

Revision Notice (v1.2 supersedes v1.1): Version 1.2 aligns this Agreement with the Billity AI legal-notice suite (Terms of Service v1.5, Privacy Policy v2.3, Cookie Policy v1.1, Subscriber Agreement v1.0, DPA v1.2, Order Form v1.1) and resolves a defined-term collision with the Terms of Service. Specifically: (i) the document is retitled from "Partner Affiliate Program

Agreement" to "Partner Program Agreement" and the alternative party name "Affiliate" is removed to avoid conflict with the Terms of Service §1 definition of "Affiliate" (corporate affiliate); (ii) the Governing Documents chain is restructured to mirror the precedence template of the Order Form; (iii) the arbitration provider is changed from JAMS to the American Arbitration Association under its Commercial Arbitration Rules to match the rest of the suite; (iv) the liability cap is changed to twelve (12) months' commissions with a US$5,000 floor to match the Terms of Service §15.2 structure; (v) material change notice is extended to thirty (30) days and termination for convenience to thirty (30) days, with a new thirty (30) day cure period for material breach, to match the Subscriber Agreement §4.2-4.3; (vi) notice channels are expanded to include certified mail and overnight courier; (vii) "Personal Information" is renamed to "Personal Data" and delegates to the Privacy Policy; "Platform" delegates to the Terms of Service; (viii) the privacy-law enumeration is aligned with the Privacy Policy; and (ix) the header, footer, and version metadata are conformed to platform conventions. Sections 1, 2.1, 3.1, 4.1, 6 (as introduced in v1.1), 9.3, 10, 15.3, 16.2, 16.3, 17.3, 18.1, 18.3, 18.7, and the Acceptance clause are affected. Version 1.1 revisions (Attribution mechanics, Reserved Mechanisms framework, and consequential edits) are preserved and incorporated into this Version 1.2 without substantive change.

Version history:

Version	Effective	Summary
1.0	April 1, 2026	Initial issue.
1.1	May 20, 2026	Attribution mechanics revised to reflect Promo Code as the sole operative attribution mechanism at launch; Referral Links and Tracking Cookies designated as Reserved Mechanisms; consequential edits in §§2.1, 4.1, 4.4, 5.2, 6.4, 11.2, and Acceptance.
1.2	May 20, 2026	Suite alignment: title changed to "Partner Program Agreement"; "Affiliate" removed as party synonym; Governing Documents chain restructured; AAA arbitration; 12-month liability cap with US$5,000 floor; 30-day notice periods; expanded notice channels; "Personal Data" terminology; delegated definitions of "Platform" and "Personal Data"; suite-standard header/footer.
1.3	July 28, 2026	Defined term and body text use "Partner Portal" at partners.billity.ai; suite cross-references updated.
1.4	July 29, 2026	Renames remaining "Partner Portal" references (including Section 15.1 as-is disclaimer) to "Partner Portal"; no substantive rights or obligations modified.
1.5	August 9, 2026	Partners/ISVs inherit Messaging Compliance Layer for Platform/API sends; per-brand consent isolation clarified (§5.4).
1.6	October 7, 2026	AI Governance awareness (§5.5); ADMT notice responsibility (§5.6); prohibited certification claims (§5.2); network data-collaboration boundaries (§4.6); Agency tier attribution (§4.7); Agentic Commerce scope (§4.8); AI-specific regulatory cross-references (§10.1); governance add-on SKU exclusion (§7.1); AI claims warranty (§13).
1.7	October 7, 2026	Demographics & Interests metered add-on list prices (§7.3(f)); third-party data cost excluded from Net Revenue; commission limited to the markup (§7.1).
1.8	November 17, 2026	Partner Types (Referral Partners and Solutions Partners); Exhibit A (Solutions Partner Terms); uncapped Recurring Commissions; Section 7.8 (Commission Buyout). Material changes for existing Partners take effect November 17, 2026.
1.9	November 18, 2026	Exhibit B (Standard Commission Rates); conforming changes to Section 1, Section 7.1, Section 18.7, and Exhibit A Sections 3, 10, and 12. Material changes for existing Partners take effect November 18, 2026.
1.10	October 20, 2026	Conformed the contracting entity name to "DataBillity, Inc., d.b.a. Billity AI" (title block, preamble, first Recital, Section 18.3, Section 18.7, copyright line). No substantive change.

This Partner Program Agreement (this "Agreement") is entered into by and between DataBillity, Inc., a Delaware corporation, d.b.a. Billity AI, with its principal place of business in Seattle, Washington ("Billity AI," "Company," "we," "us," or "our"), and an individual or entity accepted into the Program as a Referral Partner or a Solutions Partner ("Partner" or "you"). This Agreement is effective on the date your Application is approved (the "Effective Date").

By submitting an Application, accessing the Partner Portal, or transmitting or redeeming any Promo Code, you represent that you have read, understood, and agreed to be bound by this Agreement in its entirety, together with the Billity AI Terms of Service, Privacy Policy, Cookie Policy, and Data Processing Agreement (each as further identified in Section 18.7, collectively, the "Governing Documents"). In the event of a conflict between this Agreement and any other Governing Document with respect to your participation in the Program, this Agreement controls.

Note on terminology. The word "Affiliate," where it appears in the Governing Documents (including without limitation Section 1 of the Terms of Service), refers to a corporate affiliate - an entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Affiliate" is not used in this Agreement to identify a program participant; the correct term is "Partner." Separately, the terms "Named Partner," "Participating Subscriber," "Contributing Subscriber," and "Receiving Subscriber," where they appear in the Third-Party Data Sharing Network Participation Agreement (the "Network Agreement"), refer to roles in the Billity AI data-sharing Network and are distinct from the referral "Partner" defined in this Agreement. Participation as a "Partner" under this Agreement confers no entitlement to receive, access, or share any End Customer data through the Network, and any Network participation by the same entity is governed solely by the Network Agreement in that entity's capacity as a Subscriber. For the avoidance of doubt, a referral Partner does not become a Named Partner or a Participating Subscriber by virtue of this Agreement.

Recitals

WHEREAS, DataBillity, Inc., d.b.a. Billity AI, operates the Platform under the Billity AI brand;

WHEREAS, Billity AI maintains a Partner Program (the "Program") under which qualified third parties may refer prospective subscribers to the Platform in exchange for commissions, subject to the terms set forth herein; and

WHEREAS, Partner desires to participate in the Program and Billity AI is willing to accept Partner's participation, in each case on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Definitions

Capitalized terms used in this Agreement have the meanings set forth below. Terms used but not defined herein have the meanings ascribed to them in the Terms of Service, Privacy Policy, or other applicable Governing Document.

"Partner Portal" means the partner-facing web application made available by Billity AI at partners.billity.ai through which Partner may, among other functions, receive and manage Promo Codes assigned to Partner, view performance metrics and Commission Queue status, access Marketing Materials, configure payout settings, and interact with the Stripe Connect onboarding flow.

"Active Account" means a customer account that is in good standing, has not been cancelled, terminated, or suspended for non-payment, and continues to generate Net Revenue.

"Application" means the enrollment submission completed by a prospective Partner via the Partner Portal, including all identity, business, tax, and payment information required for evaluation and onboarding.

"Attribution Engine" means the proprietary tracking and attribution system operated by Billity AI that links a Qualified Conversion to a particular Partner. During the operative period of this Version of the Agreement, the Attribution Engine relies exclusively on the Promo Code as the operative attribution signal. Billity AI reserves the right to enable additional attribution signals (each a Reserved Mechanism, as defined in Section 6.5), including, without limitation, Referral Links, first-party Tracking Cookies, server-side identifiers, and embedded widget interactions, by written notice through the Partner Portal in accordance with Section 6.5.

"Audit Period" means the holdback interval during which a recorded Commission remains in the Commission Queue

pending verification, fraud screening, refund seasoning, and reconciliation against the Platform's billing records.

"Chargeback" means any successful reversal, dispute, refund, credit, or other negation of a payment received by Billity AI from a Referred Customer, whether initiated by the customer, the customer's issuing bank, a card network, Stripe, or otherwise.

"Commission" means the amount payable to Partner in respect of a Qualified Conversion, calculated in accordance with Section 7 and the then-current Commission Schedule.

"Commission Queue" means the system-of-record state in which recorded Commissions are held during the Audit Period prior to being approved for payout.

"Commission Schedule" means the schedule of Partner Tiers, qualifying products, and Commission rates published by Billity AI in the Partner Portal, consistent with Exhibit B (Standard Commission Rates), as updated from time to time in accordance with Section 7.4.

"Confidential Information" means any non-public information disclosed by either party to the other, whether orally, in writing, or via the Partner Portal, that is identified as confidential or that a reasonable person would understand to be confidential under the circumstances, including without limitation Platform analytics, performance data of other partners, conversion rates, pricing, roadmap information, and source-level technical detail.

"Effective Date" means the date on which Billity AI approves Partner's Application, as recorded in the Partner Portal.

"Fraud Signals" means automated indicators generated by the Platform's fraud, risk, and integrity systems, including, without limitation, geolocation mismatches, device-fingerprint inconsistencies, self-referral indicia, multi-account loop patterns, velocity anomalies, residential-proxy or VPN-masking indicators, sandbox or test-mode exploitation, coordinated Promo Code abuse, and other signals indicative of inauthentic traffic or transaction manipulation.

"Marketing Materials" means the logos, brand marks, banners, ad copy, landing-page templates, email templates, social-media assets, and other promotional materials made available to Partner through the Partner Portal's asset manager, as updated by Billity AI from time to time.

"Net Revenue" means Gross Customer Receipts actually collected by Billity AI from a Referred Customer, less: (i) sales, use, value-added, goods-and-services, and similar taxes; (ii) third-party payment-processing fees (including Stripe interchange and platform fees); (iii) refunds, credits, and Chargebacks; (iv) any internal discounts, prorations, or promotional adjustments applied by the Platform (including, without limitation, the customer-facing discount granted by a Promo Code); and (v) bandwidth, infrastructure, or pass-through fees expressly designated as non-revenue items in the Commission Schedule.

"Network Module" has the meaning ascribed to "Network" in the Terms of Service, and refers to the multi-location, hierarchical organizational structure available within the Platform that supports parent-child relationships between Subscribers.

"Partner" means an individual or entity accepted into the Program as a Referral Partner or a Solutions Partner.

"Partner Type" means the category in which a Partner participates in the Program, being either a Referral Partner or a Solutions Partner.

"Personal Data" has the meaning set forth in the Privacy Policy.

"Platform" has the meaning set forth in the Terms of Service.

"Program" means the Billity AI Partner Program established and operated by Billity AI under this Agreement.

"Promo Code" means a unique alphanumeric code generated by Billity AI and assigned to Partner through the Partner Portal

that, when applied at checkout by a prospective subscriber, identifies the transaction as referred by Partner and grants a customer-facing discount in accordance with the discount-template parameters configured by Billity AI. The Promo Code is the sole operative attribution mechanism under this Agreement during its operative period, subject to Section 6.5.

"Qualified Conversion" means an event recognized by the Attribution Engine in which (i) a Referred Customer completes a paid subscription, upgrade, or eligible one-time transaction on the Platform in which a valid, active Promo Code assigned to Partner has been applied at checkout; (ii) the transaction clears the applicable Audit Period without refund, Chargeback, or material adverse Fraud Signal; and (iii) the transaction is otherwise eligible for Commission under the Commission Schedule.

"Referral Link" means a URL-based attribution instrument, generated through the Partner Portal, that would encode Partner's identifier for use by the Attribution Engine to associate inbound traffic and resulting conversions with Partner. Referral Links are a Reserved Mechanism (as defined in Section 6.5) and are not operative as of the Effective Date of this Version. Any URL-based instrument shall have no attribution effect unless and until Billity AI activates Referral Links and provides written notice through the Partner Portal specifying operative parameters in accordance with Section 6.5.

"Referral Partner" means a Partner that submits an Application through the Partner Portal and is accepted into the Program, and that earns Commissions on Qualified Conversions under the Commission Schedule.

"Reserved Mechanism" has the meaning set forth in Section 6.5.

"Referred Customer" means a prospective or actual Subscriber to the Platform whose initial qualifying interaction with the Platform is attributed to Partner under Section 6. A Referred Customer becomes a Subscriber under the Subscriber Agreement upon completing subscription enrollment.

"Solutions Partner" means a Partner that Billity AI invites to participate in the Program, and that executes a Solutions Partner Schedule with Billity AI, in accordance with Exhibit A (Solutions Partner Terms).

"Solutions Partner Schedule" has the meaning given in Exhibit A (Solutions Partner Terms).

"Stripe Connect" means the third-party payment service provided by Stripe, Inc. used by Billity AI to onboard Partner as a payout recipient and to disburse Approved Commissions.

"Subscriber" has the meaning set forth in the Terms of Service.

"Tracking Cookie" means a first-party cookie or analogous identifier that would be set by the Attribution Engine in connection with a Referral Link or with a Billity AI embedded widget bearing Partner attribution parameters. Tracking Cookies are a Reserved Mechanism (as defined in Section 6.5) and are not operative as of the Effective Date of this Version. No first-party attribution cookie is set, read, or persisted by the Attribution Engine in respect of Partner attribution during the operative period of this Version.

2. Program Enrollment, Eligibility, and Account Security

2.1 Application and Acceptance

Participation in the Program is by application and acceptance only. Billity AI may, in its sole and absolute discretion, accept or reject any Application for any lawful reason or no reason. Acceptance is evidenced exclusively by activation of Partner's account within the Partner Portal and by the assignment of one or more Promo Codes to Partner therein. No oral statement, marketing communication, or pre-launch correspondence shall constitute acceptance into the Program.

Solutions Partner participation is by invitation only and is not available through the Application process. A Solutions Partner is accepted into the Program on the effective date of its Solutions Partner Schedule, and its Application is deemed approved for that purpose, subject to completion of the Partner Portal and Stripe Connect onboarding required for payment. The eligibility restrictions in Section 2.2, including Section 2.2(d), apply to all Partner Types.

2.2 Eligibility Requirements

To be eligible for the Program, Partner must, throughout the term of this Agreement: (a) be at least eighteen (18) years of age (or the age of majority in Partner's jurisdiction, if greater) and, if applying as an entity, be duly organized, validly existing, and in good standing under the laws of the applicable jurisdiction; (b) maintain accurate, current, and complete identity, business, and tax-residency information in the Partner Portal; (c) have full power and authority to enter into and perform this Agreement; (d) not be located in, organized under the laws of, or ordinarily resident in any country subject to a comprehensive U.S. trade embargo or otherwise designated on any restricted-party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or any analogous list maintained by Global Affairs Canada or the European Union; and (e) operate any websites, social-media properties, email programs, or other promotional channels in compliance with applicable law and the Governing Documents.

2.3 Identity Verification and Tax Profile

Partner shall complete all identity-verification, beneficial-ownership, and tax-form requirements imposed by Billity AI or by Stripe Connect, including, as applicable, IRS Form W-9, IRS Form W-8BEN or W-8BEN-E, Canada Revenue Agency forms, and analogous documentation for other jurisdictions. Failure to complete or maintain such documentation may result in suspension of payouts, application of statutory backup withholding, or termination of this Agreement.

2.4 Account Security

Partner shall enable and continuously maintain multi-factor authentication (MFA) or, where supported, single sign-on (SSO) on the Partner Portal account. Partner is solely responsible for safeguarding its credentials and for all activity occurring under its account. Partner shall promptly notify Billity AI in writing of any actual or suspected unauthorized access, credential compromise, or Promo Code exfiltration event affecting Partner's account.

2.5 Operational Hygiene

Partner shall maintain a current, monitored email address and, where applicable, a current Stripe Connect account in good standing. Communications sent by Billity AI to the email address on file shall be deemed received by Partner. Partner shall review the Partner Portal not less frequently than monthly for program notices, policy updates, and queue status.

3. License Grant and Authorized Marketing Activities

3.1 Limited License to Marketing Materials

Subject to Partner's continuing compliance with this Agreement, Billity AI grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license, during the term of this Agreement, to display the Marketing Materials and the Billity AI name and logo solely (a) on Partner's authorized promotional channels and (b) for the sole purpose of promoting the Platform and generating Qualified Conversions in accordance with this Agreement.

3.2 Reservation of Rights

All right, title, and interest in and to the Platform, the Marketing Materials, the Partner Portal, the Attribution Engine, the Network Module, all Platform analytics, and all other Billity AI intellectual property remain the exclusive property of Billity AI or its licensors. No rights are granted by implication, estoppel, or otherwise except as expressly set forth in this Agreement. Partner shall acquire no goodwill in the Billity AI name or marks, and all use of the Billity AI marks inures solely to the benefit of Billity AI.

3.3 Authorized Channels

Partner may promote the Platform through Partner's owned and operated websites, newsletters to subscribers who have provided legally adequate consent, professional social-media accounts identified in Partner's Application, and other channels

expressly designated as permitted in the Partner Portal. Any channel not so designated, or any channel that violates Section 5 (Marketing Standards), is unauthorized.

4. Platform Integration and Multi-Tenant Boundaries

4.1 Programmatic Attribution and System of Record

Partner acknowledges that all attribution, conversion recognition, and Commission accrual under this Agreement is determined exclusively by the Attribution Engine and the Platform's internal financial systems, including the synchronization microservices that bridge the Partner Portal with the Platform's core billing and subscription routers. The Platform's records, including the Promo Code validation ledger, the Commission Queue ledger, and Stripe webhook event logs, shall be the sole and conclusive system of record for purposes of Commission calculation, absent manifest error.

4.2 Multi-Tenant Data Isolation

The Platform operates on a multi-tenant architecture in which each Subscriber's data is logically and contractually isolated. Partner shall have no right of access to any Subscriber-level data, End Customer data, conversation transcripts, contact intelligence outputs, audience-builder datasets, or any other data of any Referred Customer except for the aggregate, partner-scoped reporting expressly surfaced in the Partner Portal. Any attempt by Partner to circumvent these isolation controls, including through credential sharing, scraping, API abuse, or social engineering of Billity AI personnel or its customers, is a material breach of this Agreement.

4.3 Network Module Referrals

Where a Referred Customer onboards as, or subsequently expands into, a multi-node structure under the Network Module (including parent-child Subscribers, locations, regions, or franchise-type hierarchies), attribution is determined at the level of the parent Subscriber that completed the initial qualifying transaction. Commissions on Net Revenue generated by child nodes added under the same parent Subscriber shall accrue to Partner only to the extent expressly provided in the Commission Schedule.

4.4 Embedded Widget Interactions

Certain Platform features expose customer-facing interactions through embeddable widgets and slug-based check-in endpoints. Attribution through such widget interactions is a Reserved Mechanism under Section 6.5 and is not operative as of the Effective Date of this Version. If and when Billity AI activates widget-based attribution and provides written notice through the Partner Portal in accordance with Section 6.5, and Partner's attribution parameters are properly propagated through such interactions, the resulting traffic and conversions shall be eligible for attribution in accordance with the Attribution Engine's then-current configuration. In all events, Partner shall not attempt to inject, modify, intercept, replay, or otherwise tamper with widget code, attribution parameters, or related script payloads beyond the configuration options exposed by the Partner Portal.

4.5 Sandbox and Test-Mode Prohibition

The Platform maintains onboarding test pathways, sandbox modes, and demonstration environments solely for legitimate product evaluation, integration testing, and quality assurance. Partner shall not generate, induce, or facilitate transactions through any sandbox, test-mode, or non-production endpoint for the purpose of producing artificial Commission events. Any Commission accrual traceable to sandbox, test-mode, or non-production traffic is void ab initio, shall be reversed without notice, and may, at Billity AI's sole discretion, constitute grounds for immediate termination for cause and forfeiture of all amounts in the Commission Queue.

4.6 Network Data Collaboration

The Platform includes optional data-collaboration features available to Subscribers that execute the Network Agreement.

Partner acknowledges that: (a) participation as a Partner under this Agreement confers no access to, or entitlement to market, any network data-collaboration capability; (b) a Subscriber's enrollment in, and use of, any network data-collaboration feature is governed solely by the Network Agreement between Billity AI and the Subscriber; and (c) Partner shall not represent that referral of a Subscriber includes, guarantees, or fast-tracks access to any network data feature or cross-Subscriber intelligence.

4.7 Agency Tier Referrals

Where a Referred Customer subscribes to the Agency tier, attribution is determined at the level of the Agency hub subscription. Commissions on the Agency hub base fee and on included client seats accrue to Partner as set forth in the Commission Schedule. Commissions on additional wholesale client seats added by the Agency after the initial subscription are payable only to the extent expressly provided in the Commission Schedule. For the avoidance of doubt, the Agency's own clients are not independently attributed to Partner unless each such client independently completes a Qualified Conversion using a valid Promo Code assigned to Partner.

4.8 Agentic Commerce and Developer API Features

Where Partner promotes the Platform's agentic commerce capabilities (including Agent Engine Optimization, Universal Commerce Protocol, MCP directory endpoints, or similar features), Partner acknowledges that: (a) the Subscriber remains the merchant of record for all commerce transactions; (b) cardholder payment data is not received or processed by the Platform; (c) claims regarding checkout automation, product discovery, or agent-to-agent commerce must be consistent with the then-current Platform documentation and the Terms of Service §8.3; and (d) Partner shall not represent that agentic commerce features include payment processing, credit decisioning, or any capability outside the Platform's documented scope.

5. Marketing Standards, Brand Guidelines, and Asset Usage

5.1 Authorized Creative Material

Partner shall only use Marketing Materials made available through the Partner Portal's asset manager or otherwise expressly authorized in writing by Billity AI. Partner shall not create derivative works of the Marketing Materials and shall not modify, crop, recolor, distort, or animate the Billity AI logo, brand mark, or wordmark. Partner shall display the Marketing Materials in accordance with the Billity AI brand guidelines, including required clear space, minimum size, and color values.

5.2 Prohibited Promotional Practices

Partner shall not, directly or through any third party:

- bid on, register, or use as a metatag, keyword, or paid-search term any Billity AI trademark, service mark, brand name, product name, domain name, or any variant, transliteration, or misspelling thereof, including without limitation "Billity," "Billity AI," "DataBillity," or any combination including those terms;
- purchase advertising on networks or marketplaces that the Partner Portal designates as prohibited (including, without limitation, coupon-aggregator placements, deal-aggregator inventory, and incentivized-traffic networks);
- publish, share, or syndicate Promo Codes on public coupon-aggregator sites, deal forums, browser extensions that auto-apply codes, or any other channel where the code is publicly enumerable, scrapeable, or accessible to non-referred audiences;
- engage in spam, cold-email blasts to non-consented recipients, automated SMS without express prior consent, robocalling, or any practice that violates the CAN-SPAM Act, the Telephone Consumer Protection Act, Canada's Anti-Spam Legislation, the EU ePrivacy Directive, or any analogous law;
- make any representation, warranty, claim, or commitment on behalf of Billity AI or about the Platform that is not consistent with the Governing Documents and the Marketing Materials, including without limitation any claims regarding

performance, accuracy, regulatory compliance, model behavior, automated-decision-making, ISO or regulatory certification or conformity, third-party audit results, or any guarantees of business outcomes;

- use or imitate any Billity AI domain (including by way of typosquatting, look-alike domains, or homoglyph attacks) or any design that would cause a reasonable consumer to believe Partner's property is operated by, endorsed by, or affiliated with Billity AI beyond the referral relationship contemplated herein;
- stack, combine, or layer multiple Promo Codes or other attribution mechanisms in a manner intended to compound or game the Attribution Engine; or
- promote the Platform in connection with any content that is unlawful, fraudulent, defamatory, infringing, obscene, harassing, hateful, deceptive, or that targets minors as the audience.

5.3 Required Disclosures

Partner shall conspicuously disclose its material connection to Billity AI in all promotional content, in a manner that complies with the Federal Trade Commission's Endorsement Guides, the Competition Bureau of Canada's influencer-marketing guidance, the EU Unfair Commercial Practices Directive, and any other applicable disclosure framework. Sample disclosure language is made available through the Partner Portal.

5.4 Anti-Spam and Consent

Partner shall send commercial electronic messages only to recipients from whom Partner has obtained legally adequate consent (express or, where permitted, implied) and shall maintain records sufficient to evidence such consent for the periods required by law. Partner shall honor unsubscribe and opt-out requests promptly and shall not re-engage previously-opted-out recipients. Partner shall not use any Billity AI return-path, sender domain, or DKIM/SPF authentication that has not been expressly authorized. Where Partner or an ISV authorized by a Subscriber sends SMS or email through the Billity AI Platform or Developer API, those sends inherit the Platform Messaging Compliance Layer (Terms of Service Section 9.14): output-time checks cannot be bypassed, Partner brands remain separate consent scopes, and Partner may not reuse End Customer messaging consent across brands or tenants.

5.5 AI Governance Awareness

Partner acknowledges that the Platform operates under a comprehensive AI governance framework, including the AI Governance Program, AI Impact Assessment, and AI Harness quality-gate system, each as described in the Terms of Service §§7.5-7.10. Partner shall not make representations about the Platform's AI capabilities, accuracy, fairness, bias, or safety posture that are inconsistent with the publicly available documentation or that exceed the commitments described in the Terms of Service. Partner shall not represent that the Platform's AI systems are certified under any standard (including ISO/IEC 42001 or the EU AI Act) unless Billity AI has published a conformity claim. Billity AI's internal alignment aids and governance documentation are not certifications and shall not be marketed as such.

5.6 Automated Decision-Making Technology Notices

Partner acknowledges that the Platform employs Automated Decision-Making Technology ("ADMT") as described in the AI Impact Assessment and the ADMT Consumer Notice Specification. When promoting the Platform, Partner shall not make representations that would conflict with, undermine, or render misleading the ADMT pre-use notices that Subscribers are required to present to End Customers. Partner shall not represent that the Platform's AI-generated outputs (including recommendations, offers, and agent messages) are equivalent to human judgment or that consumers have no right to opt out of automated processing.

6. Attribution Mechanics and Reserved Mechanisms

6.1 Sole Operative Attribution Mechanism

During the operative period of this Version of the Agreement, attribution is determined exclusively by the Promo Code

applied at checkout, as validated by the Attribution Engine against active partner-code assignments in the Partner Portal. A transaction shall be attributed to Partner if, and only if, (a) the customer applies a valid, active Promo Code assigned to Partner at checkout; (b) the Attribution Engine successfully validates the Promo Code and records the Partner association in the Commission Queue ledger; and (c) the transaction otherwise satisfies the requirements of a Qualified Conversion. In the absence of a valid, active Promo Code applied at checkout, no attribution shall be recognized in respect of Partner.

6.2 Promo Code Assignment, Distribution, and Deactivation

Promo Codes are generated by Billity AI and assigned to Partner through the Partner Portal. Each Promo Code is bound to a Billity AI-defined discount template that specifies the customer-facing discount, applicable products, redemption limits, and expiration parameters. Partner may distribute assigned Promo Codes through authorized channels in accordance with Section 3.3 and Section 5, but Partner shall not create, generate, modify, transfer, reassign, or bulk-distribute Promo Codes in a manner inconsistent with this Agreement. Deactivation of a Promo Code (whether by operator action, expiration of the underlying discount template, redemption cap exhaustion, or partner-level suspension) terminates its attribution effect prospectively; transactions completed prior to deactivation that satisfy all Qualified Conversion criteria remain eligible for Commission in accordance with Section 7.

6.3 Attribution Integrity Limitations

Partner acknowledges that Promo Code attribution depends on the customer's application of the Promo Code at checkout and on the correct configuration of the Promo Code within the Platform's billing systems. Billity AI shall not be liable for any conversion that is not recognized by the Attribution Engine because the customer failed to apply an assigned Promo Code, applied an inactive or expired Promo Code, completed checkout through a path that did not surface the Promo Code entry field, or for any other reason outside Billity AI's reasonable control, including customer-facing browser errors, network interruptions, or third-party payment-processor failures.

6.4 No Self-Attribution

Partner shall not apply, or cause any other person to apply, any Promo Code assigned to Partner (or any other attribution mechanism activated pursuant to Section 6.5) in connection with (a) Partner's own subscription to the Platform, (b) the subscription of any natural person residing in Partner's household, (c) any entity in which Partner holds a five percent (5%) or greater beneficial interest, or (d) any arrangement designed to rebate Partner's own usage costs. All Commissions traceable to any of the foregoing are void ab initio and subject to clawback under Section 8.6.

6.5 Reserved Attribution Mechanisms

Billity AI reserves the right, but not the obligation, to activate additional attribution mechanisms during the term of this Agreement, including, without limitation, (a) Referral Links, (b) first-party Tracking Cookies, (c) server-side identifiers, and (d) embedded widget-based attribution (each, together with any similar mechanism subsequently introduced, a "Reserved Mechanism"). No Reserved Mechanism shall have attribution effect unless and until Billity AI (i) activates the mechanism in the Attribution Engine and (ii) provides written notice to Partner through the Partner Portal specifying the mechanism, its operative parameters (including any applicable cookie lifetime, attribution window, precedence rules relative to Promo Code attribution, and any partner-facing configuration surfaces), and its effective date. Upon such activation and notice, the activated Reserved Mechanism shall be incorporated into this Section 6 by reference and shall govern attribution in accordance with the terms of the notice, and Sections 6.1 through 6.4 shall be construed accordingly. Partner acknowledges and agrees that (x) no representation, warranty, commitment, or estimate regarding the availability, timing, functionality, or attribution parameters of any Reserved Mechanism has been made prior to its activation; (y) Commissions in respect of any Reserved Mechanism accrue only from and after its stated effective date; and (z) Partner shall have no claim against Billity AI arising from the non-activation of any Reserved Mechanism, from the timing of any such activation, or from any change to the operative parameters of any Reserved Mechanism following its activation.

This Section 6 governs attribution for Referral Partners. Attribution of Solutions Commissions is governed exclusively by

Exhibit A (Solutions Partner Terms).

7. Commission Structure and Tier Architecture

7.1 Commission Schedule

Commission rates, Partner Tiers, qualifying products, and any product-level exclusions are set forth in the Commission Schedule published in the Partner Portal. The Commission Schedule is incorporated into this Agreement by reference and is enforceable as if fully set forth herein. The Commission Schedule shall specify whether add-on services, including AI Governance Reporting packages, audit-rights add-ons, and compliance documentation packages, are commissionable. Unless expressly designated as commissionable in the Commission Schedule, such add-on services are excluded from the Net Revenue calculation. The Demographics & Interests add-on in Section 7.3(f) is commissionable only on the markup stated in that section. Its third-party data cost is a pass-through excluded from Net Revenue.

The Commission Schedule applies to Referral Partners and sets Partner Tiers and qualifying products. Commission rates for Referral Partners are the standard rates in Exhibit B (Standard Commission Rates), and the Commission Schedule may set higher rates for a Partner Tier or product but may not set a rate below Exhibit B. Commissions under this Agreement are not subject to any lifetime, dollar, or other cap, and the Commission Schedule may not impose one. Solutions Commissions are determined under Exhibit A (Solutions Partner Terms) and the applicable Solutions Partner Schedule, and Section 7.4 does not apply to them.

7.2 Net Revenue Basis

Commissions are calculated on Net Revenue, not gross customer receipts. For the avoidance of doubt, Commissions are not payable on amounts that are not collected, are refunded, are charged back, are discounted through application of a Promo Code, or are otherwise excluded under the definition of Net Revenue.

7.3 Subscription Lifecycle and Proration

Commissions on recurring subscriptions are calculated on each billing period's Net Revenue, including periods following mid-cycle upgrades, downgrades, plan changes, add-on purchases, or quota expansions, in each case net of prorations and credits applied by the Platform's billing routers. Without limiting the foregoing:

(a) **Upgrades.** Where a Referred Customer upgrades to a higher-priced plan or tier mid-cycle, Commission shall accrue prospectively on the upgraded Net Revenue beginning with the first billing period in which the upgrade is reflected in the Platform's billing system.

(b) **Downgrades.** Where a Referred Customer downgrades or cancels, Commission shall be adjusted prospectively to reflect the reduced Net Revenue from and after the effective date recorded by the Platform's billing system, with no Commission payable on any portion of the prior period that is refunded or credited back to the customer.

(c) **Credit Packs and One-Time Add-Ons.** Commissions on one-time purchases (including credit packs, add-on asset purchases, and overage settlements) shall be paid only where the Commission Schedule expressly designates the relevant SKU as commissionable, and shall be subject to the same Audit Period as recurring Commissions.

(d) **Quota Adjustments.** Adjustments to Platform quotas and entitlements that do not generate additional Net Revenue are not separately commissionable.

(e) **Pauses, Holds, and Non-Paying Statuses.** Where a subscription is paused, placed on dunning hold, or otherwise transitions to a non-paying status, Commission accrual shall pause concurrently and resume only upon return to a paying status.

(f) **Demographics & Interests Add-On.** Licensed demographic and interest append is a metered add-on. It is not included in

any base subscription plan. Billity AI bills a Referred Customer only for records that match, at the following list prices:

- Consumer records (demographic and interest data): one hundred U.S. dollars (US$100.00) per one thousand (1,000) matched records, which is ten cents (US$0.10) per matched record.
- Business records (firmographic data): two hundred U.S. dollars (US$200.00) per one thousand (1,000) matched records, which is twenty cents (US$0.20) per matched record.

Unmatched records are not billed. Of each amount collected, the third-party data cost is a pass-through excluded from Net Revenue: twenty-five U.S. dollars (US$25.00) per one thousand matched consumer records, and fifty U.S. dollars (US$50.00) per one thousand matched business records. Commission accrues only on the markup that remains: seventy-five U.S. dollars (US$75.00) per one thousand matched consumer records, and one hundred fifty U.S. dollars (US$150.00) per one thousand matched business records, further reduced by the other deductions in the definition of Net Revenue. That markup is commissionable while the Referred Customer keeps the add-on and the usage is collected, subject to Sections 7.5 and 8.

7.4 Changes to the Commission Schedule

Billity AI reserves the right to modify the Commission Schedule, including rates, tiers, and qualifying products, prospectively at any time and in its sole discretion. Material reductions to Commission rates applicable to existing Referred Customers shall take effect not less than thirty (30) days after notice is posted in the Partner Portal; non-material adjustments and the introduction of new commissionable SKUs may take effect immediately.

7.5 Recurring Commission Duration

Recurring Commissions have no fixed time limit. A Referral Partner earns Recurring Commissions on each Qualified Conversion for as long as the Referred Customer's account remains an Active Account, with no lifetime, dollar, or other cap. Recurring Commissions stop accruing when the account ceases to be an Active Account. If the same customer reactivates the account, or subscribes again under a new account for substantially the same use, within twelve (12) months after it ceased to be an Active Account, Recurring Commissions resume for the same Partner. The Commission Schedule may not impose a time-based limit or a cap on Recurring Commissions, and any recurring duration or lifetime cap stated in it is superseded by this Section 7.5. Where a Referred Customer's recurring commission period under a prior version of this Agreement ended before November 17, 2026 and the account remains an Active Account, Recurring Commissions resume on billing events occurring on or after November 17, 2026; no Commission is payable for billing events before that date. The effect of termination of a Partner's participation on Recurring Commissions is governed by Section 16.4.

7.6 Commission Lifecycle

The lifecycle of each Commission from event to disbursement is set forth in the table below:

Lifecycle Phase	System Action	Financial Status	Partner Visibility
Trigger Event	Conversion logged by Attribution Engine upon successful Promo Code application at checkout or upgrade event	Unverified / Provisional	Pending (Recorded)
Audit Period	Fraud signals, refund seasoning, and billing reconciliation evaluated over the Audit Period	Pending Approval	Visible in Commission Queue
Reconciliation	Cross-checked against Stripe settlement, subscription status, and consent records	Approved for Release	Approved
Disbursement	Routed to Partner's Stripe Connect account on next applicable Payout Cycle	Paid / Settled	Paid
Reversal	Clawback applied upon refund, Chargeback, or post-payment Fraud Signal	Reversed / Offset	Adjusted

7.7 Audit Period

The default Audit Period is thirty (30) days from the recording of the Commission, during which time the Commission shall be held in the Commission Queue. Billity AI may extend the Audit Period for any individual Commission or class of

Commissions in the event of unresolved Fraud Signals, pending billing disputes, ongoing investigations, or customer disputes.

7.8 Commission Buyout

(a) **Right to Buy Out.** Billity AI may, at any time and from time to time, buy out a Partner's (including a former Partner's) right to future Recurring Commissions (and, for a Solutions Partner, future Solutions Commissions) on one or more specified customer accounts by giving the Partner at least thirty (30) days' written notice identifying each account (a "Buyout Notice"). A Buyout Notice may cover only accounts that have accrued Commissions to the Partner in at least twelve (12) full calendar months.

(b) **Buyout Price.** The buyout price for each account is twenty-four (24) times the average monthly Commission accrued to the Partner on that account during the twelve (12) full calendar months before the Buyout Notice (the "Buyout Price"), calculated on Commissions after any reversals and clawbacks. A Solutions Partner Schedule may state a different multiple.

(c) **Payment and Effect.** Billity AI shall pay the Buyout Price in a lump sum in U.S. dollars through Stripe Connect or by bank transfer on or before the effective date stated in the Buyout Notice. Commissions on each bought-out account accrue normally until that date. Upon payment, the Partner has no further right to Commissions on that account, including on any later reactivation under Section 7.5, and Commissions accrued before that date remain payable under this Agreement. The Buyout Price is final and is not subject to clawback, except for fraud or Commissions accrued in breach of this Agreement.

(d) **Scope.** A buyout applies only to the accounts named in the Buyout Notice. It does not affect Commissions on any other account, including accounts the Partner refers later and, for a Solutions Partner, new accounts for a Contributed Offering after the effective date of the buyout. A Partner may not require Billity AI to exercise this Section.

(e) **Successors.** This right may be exercised by Billity AI or by any successor or acquirer that assumes Billity AI's commission obligations, including on or before the closing of a change of control.

8. Payment and Disbursement via Stripe Connect

8.1 Stripe Connect Required

All Commission payouts are made exclusively via Stripe Connect. Partner shall create, verify, and continuously maintain a Stripe Connect account (Express, Custom, or Standard, as determined by Billity AI) linked to Partner's Partner Portal account. Partner's use of Stripe Connect is subject to the Stripe Connected Account Agreement and the Stripe Services Agreement, as the same may be updated by Stripe. Billity AI is not a party to any agreement between Partner and Stripe and is not responsible for any action, inaction, fee, hold, or rejection by Stripe.

8.2 Payout Cycle Election

Partner shall elect one of the following Payout Cycles in the Partner Portal:

(a) **Monthly Payout.** Approved Commissions are aggregated through the last calendar day of each month and disbursed on or about the fifteenth (15th) day of the following month, subject to satisfaction of the Minimum Payout Threshold for monthly cycles.

(b) **Quarterly Payout.** Approved Commissions are aggregated through the last calendar day of each calendar quarter (March, June, September, December) and disbursed on or about the fifteenth (15th) day of the month following the close of the quarter, subject to satisfaction of the Minimum Payout Threshold for quarterly cycles.

Partner may change its Payout Cycle election no more than once per calendar quarter, with the change taking effect on the first day of the calendar quarter following the election.

8.3 Minimum Payout Thresholds

The default Minimum Payout Threshold is fifty U.S. dollars (US$50.00) for monthly cycles and twenty-five U.S. dollars (US$25.00) for quarterly cycles. Approved Commissions below the applicable threshold shall roll forward to the next Payout Cycle until the threshold is satisfied. Billity AI may adjust the Minimum Payout Thresholds prospectively by notice in the Partner Portal.

8.4 Holding and Chargeback Window

Without limiting Section 7.7, Billity AI may extend any Audit Period or withhold disbursement of any otherwise-Approved Commission for up to one hundred eighty (180) days to cover anticipated refunds, Chargebacks, or unresolved Fraud Signals. Amounts so withheld shall be released, in whole or in part, upon resolution of the underlying matter.

8.5 Currency, Fees, and Failed Payouts

Commissions are denominated and paid in U.S. dollars unless otherwise expressly stated in the Partner Portal. Any currency conversion, cross-border payout fee, banking fee, or similar charge imposed by Stripe Connect, intermediary banks, or destination institutions shall be borne by Partner. If a payout fails due to inaccurate or out-of-date payout information, Billity AI may, at its option, (a) re-attempt the payout on the next Payout Cycle following correction or (b) deduct reasonable reprocessing fees from the redirected payout.

8.6 Clawback and Offset

Billity AI may debit, offset, or demand repayment of any Commission previously paid where (a) the underlying transaction is refunded or charged back; (b) the underlying transaction is determined to have resulted from Fraud Signals or violations of this Agreement; (c) the underlying subscription is canceled within any applicable money-back, satisfaction-guarantee, or trial window; or (d) the Commission was paid in error. Clawbacks may be effected by offset against future Commissions or, where future Commissions are insufficient, by demand for direct repayment, which Partner shall satisfy within thirty (30) days of demand. Amounts unpaid past such period shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

8.7 Statements and Disputes

Commission statements are made available in the Partner Portal. Partner shall review each statement promptly and shall notify Billity AI in writing of any good-faith dispute within sixty (60) days of the statement date. Statements not disputed within such period shall be deemed final, accurate, and binding, except in the case of manifest error or fraud.

9. Taxes and Independent Contractor Status

9.1 Tax Responsibility

Partner is solely responsible for the determination, reporting, and payment of all taxes, levies, duties, and similar governmental assessments arising out of or relating to Commissions paid under this Agreement, including without limitation income, self-employment, value-added, goods-and-services, harmonized sales, and provincial sales taxes. Billity AI may withhold from Commissions any amounts required by applicable law, including without limitation U.S. backup withholding.

9.2 Reporting

Where required by applicable law, Billity AI will issue Partner an information return (e.g., IRS Form 1099-NEC or 1042-S) or the equivalent under applicable non-U.S. law. Partner shall maintain accurate taxpayer information in the Partner Portal and Stripe Connect at all times.

9.3 Independent Contractor

The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, employment, franchise, agency, or fiduciary relationship between the parties. Partner has no authority to enter into commitments on behalf of Billity AI, to make any representation or warranty on behalf of Billity AI, or to obligate Billity AI in any manner. Partner shall not hold itself out as anything other than an independent Program participant of Billity AI.

This Section applies to all Partner Types. Solutions Commissions are payments for results, measured by revenue actually collected, and not payments for any Partner's time or labor.

10. Privacy, Consent, and Data Protection

10.1 Cross-Agreement Privacy Binding

Partner's collection, use, transmission, and processing of Personal Data in connection with promotion of the Platform shall comply with (a) all applicable privacy, anti-spam, and consumer-protection laws, including without limitation the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CCPA/CPRA"), Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), Québec's Act respecting the protection of personal information in the private sector (the "Québec Act"), Alberta's Personal Information Protection Act ("Alberta PIPA"), British Columbia's Personal Information Protection Act ("BC PIPA"), the EU General Data Protection Regulation ("GDPR," as a guiding framework), and Canada's Anti-Spam Legislation ("CASL"); (b) the Billity AI Privacy Policy, Cookie Policy, Subscriber Agreement, Network Agreement (where applicable), and Data Processing Agreement, each as in effect from time to time; (c) any consent, opt-out, deletion, access, or rectification request directed to Partner by a data subject; and (d) all applicable AI governance laws, including without limitation the Texas Responsible AI Governance Act (effective January 1, 2026), the Colorado Artificial Intelligence Act (SB 24-205), the CCPA Automated Decision-Making Technology Regulations (effective January 1, 2027), and any analogous state, provincial, or international AI governance requirements that apply to the promotion, marketing, or deployment of AI-powered products and services.

10.2 Consent Propagation and Opt-Out Signals

Partner shall honor all consent and opt-out signals applicable to inbound traffic, including without limitation Global Privacy Control ("GPC"), "Do Not Sell or Share My Personal Information" signals, Limit Use of Sensitive Personal Information signals, EU consent strings transmitted under the IAB Transparency and Consent Framework, and analogous mechanisms. Partner shall not build look-alike audiences, or transmit identifiers, in a manner that would cause the Platform's consent-propagation systems to record a non-compliant state. Upon activation of any Reserved Mechanism involving Tracking Cookies or analogous identifiers pursuant to Section 6.5, Partner shall additionally refrain from placing or persisting any such Tracking Cookie where an end user has exercised an applicable opt-out. Commissions traceable to traffic that violates this Section 10.2 are subject to clawback under Section 8.6.

10.3 Sensitive Categories

Partner shall not target promotional content based on, or knowingly transmit to the Platform, Personal Data falling within sensitive categories under applicable law (including racial or ethnic origin, religious beliefs, health status, sexual orientation, precise geolocation, biometric or genetic data, or data concerning children under the applicable age of digital consent) without the express prior written consent of Billity AI and any additional consents required by law.

10.4 Security Incidents

Partner shall implement and maintain administrative, technical, and physical safeguards designed to protect Personal Data that is reasonable and appropriate to the nature of such information. Partner shall notify Billity AI in writing without undue delay, and in no event later than seventy-two (72) hours, of any actual or reasonably suspected security incident, data breach, or unauthorized access or disclosure of Personal Data that relates to Partner's activities under this Agreement.

11. Anti-Fraud, Audits, and Compliance Monitoring

11.1 Fraud Mitigation Authority

Billity AI reserves the absolute right to freeze, deny, reverse, or permanently forfeit any Commission, whether in the Commission Queue or previously paid, where Fraud Signals or other indicia of inauthentic activity are detected, including, without limitation: geolocation or IP mismatches, residential-proxy or VPN-masking patterns, self-referral structures, multi-account loops, household-level circular referrals, device-fingerprint inconsistencies, velocity anomalies, abuse of sandbox or test-mode endpoints, coordinated Promo Code redemption abuse, or any pattern indicative of systemic transaction manipulation.

11.2 Right of Audit and Administrative Hold

Billity AI may, in its sole discretion, place Partner's account on administrative hold for the duration reasonably necessary to investigate suspected violations of this Agreement, Fraud Signals, or third-party complaints. During an administrative hold, payouts may be suspended, the Partner Portal may be placed in read-only mode, and Promo Codes assigned to Partner may be deactivated. Billity AI may request from Partner, and Partner shall provide within ten (10) business days, records and information reasonably necessary to substantiate Partner's compliance with this Agreement, including traffic sources, consent records, advertising creatives, and channel inventory.

11.3 Promotion and Pricing Audits

Billity AI may conduct programmatic and manual sweeps of Partner's promotional channels and externally-discoverable Promo Code usage. Unauthorized promotional configurations, public exposure of Promo Codes, or misaligned pricing claims discovered during such sweeps shall, at Billity AI's option, result in correction notices, suspension, Commission forfeiture, or termination.

11.4 Cooperation with Investigations

Partner shall reasonably cooperate with Billity AI and, where applicable, with payment processors, card networks, regulators, and law-enforcement authorities in connection with any investigation arising out of or relating to this Agreement.

12. Confidentiality

Each party shall (a) hold the other's Confidential Information in strict confidence, (b) use such Confidential Information solely to exercise its rights and perform its obligations under this Agreement, and (c) protect such Confidential Information using the same degree of care it uses to protect its own confidential information of similar nature and importance, but in no event less than a reasonable degree of care. Confidential Information shall not include information that (i) is or becomes publicly available through no breach of this Agreement; (ii) was rightfully known prior to receipt; (iii) is rightfully obtained from a third party without restriction; or (iv) is independently developed without use of or reference to the other party's Confidential Information. The obligations of this Section 12 shall survive termination of this Agreement for a period of three (3) years; provided that obligations with respect to trade secrets shall survive for so long as the information at issue remains a trade secret under applicable law.

13. Representations and Warranties

Partner represents, warrants, and covenants on a continuing basis that:

- Partner has the full right, power, and authority to enter into and perform this Agreement and that this Agreement constitutes Partner's legal, valid, and binding obligation enforceable in accordance with its terms;
- Partner's performance under this Agreement does not and will not violate any agreement to which Partner is bound or any

applicable law;

- all information provided in the Application and the Partner Portal is and shall remain true, accurate, current, and complete;
- Partner owns, controls, or has the right to use all promotional channels through which Partner promotes the Platform;
- Partner shall comply with all applicable laws, including without limitation laws relating to advertising, consumer protection, privacy, anti-spam, sanctions, and export controls; and
- Partner shall not engage, encourage, or knowingly permit any third party to engage in any practice that, if engaged in by Partner, would constitute a breach of this Agreement; and
- Partner shall not make any unsubstantiated claim regarding the Platform's AI capabilities, including without limitation claims of specific accuracy rates, bias-free outputs, fully autonomous operation without human oversight, or regulatory certification, and shall ensure that all AI-related marketing claims are truthful, non-deceptive, and substantiated in compliance with Section 5 of the Federal Trade Commission Act, applicable Canadian Competition Act provisions, and any analogous state or international consumer-protection standard.

14. Indemnification

Partner shall defend, indemnify, and hold harmless Billity AI, its Affiliates (as defined in the Terms of Service), and their respective officers, directors, employees, agents, contractors, customers, and licensors (collectively, the "Indemnified Parties") from and against any and all third-party claims, demands, suits, proceedings, losses, damages, liabilities, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Partner's breach or alleged breach of this Agreement; (b) Partner's promotional activities, content, or channels, including any misrepresentation regarding the Platform; (c) Partner's violation of any law, including any privacy, anti-spam, advertising, or consumer-protection law; (d) any claim that Partner's materials (excluding the Marketing Materials as provided by Billity AI) infringe or misappropriate any third-party intellectual-property right; and (e) Partner's collection, use, transmission, or disclosure of Personal Data. The Indemnified Parties shall (i) promptly notify Partner of any indemnified claim, (ii) provide reasonable cooperation in the defense, and (iii) allow Partner sole control of the defense and settlement; provided that Partner shall not enter into any settlement that imposes any obligation, admission, or liability on any Indemnified Party without such party's prior written consent.

15. Disclaimers; Limitation of Liability

15.1 As-Is Provision

THE PROGRAM, THE PARTNER PORTAL, THE ATTRIBUTION ENGINE, THE MARKETING MATERIALS, AND ANY DATA, TOOLS, OR REPORTING PROVIDED IN CONNECTION WITH THE PROGRAM ARE PROVIDED "AS IS" AND "AS AVAILABLE." BILLITY AI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, UNINTERRUPTED OPERATION, ERROR-FREE TRACKING, ANY MINIMUM LEVEL OF EARNINGS, CONVERSIONS, OR REFERRAL VOLUME, OR THE ACTIVATION OR AVAILABILITY OF ANY RESERVED MECHANISM. PARTNER'S RELIANCE ON THE PROGRAM IS AT PARTNER'S SOLE RISK.

15.2 Limitation of Liability

IN NO EVENT SHALL BILLITY AI BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, OR COSTS OF SUBSTITUTE PROCUREMENT, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, AND WHETHER OR NOT BILLITY AI HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.3 Liability Cap

EXCEPT FOR PARTNER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 OR PARTNER'S BREACH OF CONFIDENTIALITY UNDER SECTION 12, BILLITY AI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL COMMISSIONS ACTUALLY PAID BY BILLITY AI TO PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) FIVE THOUSAND U.S. DOLLARS (US$5,000). THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE BARGAIN AND THAT, IN THEIR ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

15.4 Statutory Carve-Outs

Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited under applicable law, including liability for fraud, willful misconduct, gross negligence, or, in jurisdictions where such liability cannot be limited, personal injury or death caused by negligence.

16. Term, Suspension, and Termination

16.1 Term

This Agreement commences on the Effective Date and continues until terminated in accordance with this Section 16.

16.2 Termination for Convenience

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party. Notice from Billity AI may be effected by posting in the Partner Portal or by email to Partner's address of record.

16.3 Termination for Cause

Either party may suspend performance of, or terminate, this Agreement upon written notice if the other party materially breaches this Agreement or any other Governing Document and fails to cure such breach within thirty (30) days after receiving written notice thereof. Notwithstanding the foregoing, Billity AI may suspend Partner's account or terminate this Agreement immediately, without prior notice and without cure period, if Billity AI determines in good faith that Partner has (a) engaged in conduct giving rise to Fraud Signals; (b) violated applicable law in a manner that poses risk to Billity AI, its Subscribers, End Customers, or the integrity of the Program; (c) become subject to insolvency or analogous proceedings; or (d) engaged in a breach that is not susceptible of cure within thirty (30) days by its nature.

16.4 Effect of Termination

Upon termination of this Agreement: (a) all licenses granted to Partner shall immediately cease; (b) Partner shall promptly remove all Marketing Materials and references to Billity AI from Partner's channels and shall discontinue distribution of any Promo Codes previously assigned to Partner; (c) all Promo Codes assigned to Partner shall be deactivated in the Platform's billing systems; (d) all unapproved Commissions in the Commission Queue at the time of termination for cause under Section 16.3 (other than termination for cause initiated by Partner in response to Billity AI's uncured material breach) are forfeited; (e) Approved Commissions that remain unpaid as of the date of termination for convenience under Section 16.2 shall be paid on the next applicable Payout Cycle, subject to Section 8.4 (Holding and Chargeback Window) and Section 8.6 (Clawback and Offset); and (f) Sections 1, 8.6, 9, 10, 12, 14, 15, 16.4, 17, and 18 shall survive.

Recurring Commissions on Active Accounts continue to accrue and be paid after termination of a Referral Partner's

participation for as long as each account remains an Active Account, except that they cease on the effective date of termination if Billity AI terminates for cause, unless the Partner terminated because of Billity AI's uncured material breach. Post-termination Recurring Commissions remain subject to the Audit Period, holdback, clawback, and offset provisions of this Agreement, and Billity AI may hold them until the former Partner maintains a valid Stripe Connect account and current tax documentation; amounts that remain unclaimed are handled in accordance with applicable unclaimed property law. On a Partner's death or dissolution, Recurring Commissions that would otherwise remain payable are payable to the Partner's estate or successor entity after written notice and verification reasonably satisfactory to Billity AI. The effect of termination on Solutions Commissions is governed by Exhibit A (Solutions Partner Terms) and the applicable Solutions Partner Schedule.

17. Governing Law and Dispute Resolution

17.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

17.2 Informal Resolution

Before initiating any formal dispute-resolution proceeding, the parties shall use commercially reasonable efforts to resolve any dispute through good-faith negotiation between authorized representatives for a period of not less than thirty (30) days following written notice of the dispute.

17.3 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement that is not resolved under Section 17.2 shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, by a single arbitrator with expertise in technology and SaaS disputes. The arbitration shall take place in Seattle, Washington, USA. The arbitration shall be conducted in the English language. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

17.4 Class-Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT OR AWARD RELIEF ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS.

17.5 Equitable Relief; Carve-Out

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction located in King County, Washington to protect its intellectual-property rights, Confidential Information, or to enforce Sections 3, 4, 5, 10, or 12, and the parties consent to personal jurisdiction and exclusive venue in such courts for such purposes.

18. General Provisions

18.1 Modifications

Billity AI may modify this Agreement from time to time by posting a revised version to the Partner Portal. Material changes shall take effect not less than thirty (30) days following posting; non-material changes may take effect immediately. Partner's continued participation in the Program following the effective date of any modification constitutes acceptance of the modified Agreement.

No amendment under this Section 18.1 or Section 7.4 reduces the rates, Contribution Shares, Commission Periods, buyout

multiple, or post-termination rights stated in an executed Solutions Partner Schedule without that Solutions Partner's written consent. An exercise of the buyout right in Section 7.8 is not an amendment or a reduction.

18.2 Assignment

Partner shall not assign, delegate, or otherwise transfer this Agreement or any right or obligation hereunder, by operation of law or otherwise, without Billity AI's prior written consent. Billity AI may assign this Agreement in whole or in part without consent, including to an Affiliate (as defined in the Terms of Service) or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section is void.

18.3 Notices

Notices to Billity AI shall be delivered by (a) email to legal@billity.ai, (b) certified mail with return receipt requested, or (c) recognized overnight courier, in each case to DataBillity, Inc., d.b.a. Billity AI, Attn: Legal Department, 6002 31st Ave S, Seattle, WA 98108, U.S.A., with a copy to the registered agent for DataBillity, Inc. in the State of Delaware. Notices to Partner shall be sent to the email address of record in the Partner Portal and, at Billity AI's option, by certified mail or overnight courier to the mailing address of record. Notices are deemed given on the next business day following transmission by email or delivery to a courier service, absent evidence of non-delivery. Billity AI's general legal contact is 206-657-6752.

18.4 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for payment obligations and clawback obligations) to the extent caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, governmental action, labor disputes, telecommunications or network failures, denial-of-service attacks, supplier failures, or pandemic.

18.5 Severability

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be deemed modified to the minimum extent necessary to render it enforceable and to preserve the parties' original intent.

18.6 No Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver must be in writing and signed by the waiving party.

18.7 Entire Agreement; Governing Documents

This Agreement, together with Exhibit A (Solutions Partner Terms), Exhibit B (Standard Commission Rates), the Commission Schedule, and the Marketing Materials guidelines published in the Partner Portal, constitutes the entire agreement between the parties with respect to Partner's participation in the Program and supersedes all prior or contemporaneous agreements, understandings, and communications regarding the subject matter, including Versions 1.0 through 1.9 of this Agreement. The following Governing Documents apply to Partner's participation in the Program, in the following order of precedence (highest first):

1. This Partner Program Agreement (including Exhibit A, Exhibit B, the Commission Schedule, and Marketing Materials guidelines);
2. The Billity AI Terms of Service (currently v1.10), available at billity.ai/legal/terms-of-service;
3. The Billity AI Privacy Policy (currently v3.3), available at billity.ai/legal/privacy-policy;
4. The Billity AI Cookie Policy (currently v1.4), available at billity.ai/legal/cookie-policy; and
5. The Billity AI Master Data Processing Agreement (currently v1.6), available at billity.ai/legal/dpa, solely to the extent Partner processes Personal Data on behalf of Billity AI in connection with the Program.

For the avoidance of doubt, the Subscriber Agreement, Order Form, and Third-Party Data Sharing Network Participation Agreement are not part of the Governing Documents for Partner's participation in the Program. Where Partner is also a Subscriber to the Platform, those documents apply to Partner in its capacity as Subscriber and do not modify this Agreement. In the event of a conflict between this Agreement and any other Governing Document with respect to Partner's participation in the Program, this Agreement controls.

18.8 Headings; Interpretation

Headings are for convenience only and shall not affect interpretation. The words "include," "including," and variants are deemed to be followed by the words "without limitation." References to laws and regulations include any successors and amendments thereto.

18.9 Counterparts and Electronic Acceptance

This Agreement is accepted electronically through the Partner Portal, and such electronic acceptance shall have the same legal effect as a handwritten signature.

EXHIBIT A: SOLUTIONS PARTNER TERMS

1. Purpose; Solutions Partner Type. This Exhibit A sets out the terms on which a Solutions Partner participates in the Program. A Solutions Partner earns commissions on revenue from offerings the Solutions Partner helped build and from deals the Solutions Partner helped bring in or close, rather than on Qualified Conversions attributed by Promo Code. Participation as a Solutions Partner is by invitation only and requires a written schedule executed by Billity AI and the Solutions Partner that references this Exhibit A (a "Solutions Partner Schedule"). Capitalized terms used but not defined in this Exhibit A have the meanings given in the Agreement.

2. Definitions. In this Exhibit A:

(a) "Contributed Offering" means any product, module, feature set, tool, solution, or service offering of Billity AI, including any client solution that Billity AI licenses or resells to other end users, that the Contribution Record designates as one to which the Solutions Partner made a material contribution. A Contributed Offering includes later versions and derivative works to the extent they continue to incorporate the Solutions Partner's contribution.

(b) "Contribution Record" means the written record, maintained by Billity AI and the Solutions Partner and confirmed by Billity AI, of the Solutions Partner's material contributions to Billity AI offerings and of the deals the Solutions Partner helped bring in or close, as further described in the Solutions Partner Schedule or in any services agreement between Billity AI and the Solutions Partner.

(c) "Contribution Share" means, for each Contributed Offering, the percentage agreed by Billity AI and the Solutions Partner in writing and stated in the Contribution Record that reflects the Solutions Partner's contribution relative to all contributions to that Contributed Offering.

(d) "Contribution Commission" and "Deal Commission" have the meanings given in Section 3 of this Exhibit A, and together are "Solutions Commissions."

(e) "Commission Period" means, for each customer account that generates Net Revenue attributable to a Contributed Offering or a deal, the period during which that account remains an Active Account. Solutions Commissions have no fixed time limit.

3. Commission Types. A Solutions Partner is eligible for the following Solutions Commissions, at the standard rates in Exhibit B (Standard Commission Rates) unless its Solutions Partner Schedule states an approved exception under Section 5 of Exhibit B:

(a) **Contribution Commission:** a stated percentage of the Net Revenue Billity AI collects from end users for the sale, subscription, or license of each Contributed Offering, multiplied by the Solutions Partner's Contribution Share for that

Contributed Offering; and

(b) **Deal Commission:** a stated percentage of the Net Revenue Billity AI collects from each client engagement or platform subscription that the Contribution Record shows the Solutions Partner helped bring in or close, which the Solutions Partner Schedule may state separately for different revenue lines.

Unless the Solutions Partner Schedule provides otherwise, where the same Net Revenue qualifies for both a Contribution Commission and a Deal Commission, the Solutions Partner receives the greater of the two and not both. A Solutions Partner does not earn a Referral Partner Commission under the Commission Schedule on any transaction for which it earns a Solutions Commission.

4. Attribution. Section 6 of the Agreement, including Promo Code attribution, does not apply to Solutions Commissions. Attribution of Solutions Commissions is determined solely by the Contribution Record. A Solutions Partner may submit entries to the Contribution Record at any time. If Billity AI does not confirm an entry, or the parties do not agree on a Contribution Share, within thirty (30) days after either party's written request, the parties shall confer in good faith, and any unresolved disagreement is subject to the dispute resolution provisions of Section 17 of the Agreement.

5. Net Revenue; Allocation. Net Revenue has the meaning given in the Agreement and excludes Billity AI's own internal use of an offering. For consulting, implementation, and other services engagements, Net Revenue also excludes all amounts Billity AI pays or allocates to subcontractors, joint venture members, delivery partners, and other third parties for that engagement, so that Solutions Commissions on services are calculated only on the revenue Billity AI retains. Where a Contributed Offering is sold or licensed as part of a bundle or a broader engagement, Billity AI shall allocate Net Revenue to the Contributed Offering reasonably and in good faith, based on relative list prices or, absent list prices, relative value.

6. Commission Period; No Cap. Solutions Commissions accrue on Net Revenue collected from each customer account for so long as that account remains an Active Account, with no fixed time limit and no lifetime, dollar, or other cap. The reactivation rule in Section 7.5 of the Agreement applies to Solutions Commissions. A Solutions Partner Schedule may impose a time-based limit or a cap only with the Solutions Partner's express written agreement in that schedule.

7. Post-Termination Commissions. Because a Contributed Offering may take substantial time to produce revenue, Solutions Commissions on Contributed Offerings recorded, and deals closed, before termination of the Solutions Partner's participation remain payable after termination for so long as the accounts generating them remain Active Accounts, whichever party terminates and for whatever reason, except as the Solutions Partner Schedule provides for termination for cause. This Section controls over Sections 7.5 and 16.4 of the Agreement.

8. Payment, Statements, and Audit. Solutions Commissions are paid through Stripe Connect under Section 8 of the Agreement, except that, unless the Solutions Partner Schedule provides otherwise, they are calculated and paid quarterly, within forty-five (45) days after the end of each calendar quarter, together with a statement showing Net Revenue and the commission calculation by Contributed Offering and by deal. The Audit Period, holdback, and clawback provisions of the Agreement apply to Solutions Commissions. Once in each calendar year, a Solutions Partner may request reasonable supporting detail for any statement, subject to the confidentiality provisions of the Agreement.

9. Commercialization; Good Faith. Billity AI has sole discretion whether, when, and on what terms to release, price, package, sell, license, bundle, discount, or discontinue any Contributed Offering, and has no obligation to commercialize any Contributed Offering. Billity AI shall not, however, structure, re-label, or allocate any transaction for the primary purpose of avoiding or reducing a Solutions Commission. Nothing in this Exhibit A guarantees any revenue, deal, or minimum amount of Solutions Commissions.

10. Protected Terms. Notwithstanding Sections 7.4 and 18.1 of the Agreement, Billity AI shall not reduce the rates, Contribution Shares, Commission Periods, or post-termination rights stated in an executed Solutions Partner Schedule without the Solutions Partner's written consent. Other amendments to the Agreement apply to Solutions Partners in accordance with Section 18.1. The buyout right in Section 7.8 of the Agreement applies to Solutions Commissions, at the

multiple stated in the Solutions Partner Schedule if one is stated, and its exercise is not a reduction of protected terms. The rates protected under this Section are the rates in effect on the effective date of the Solutions Partner Schedule, as increased from time to time under Section 3 of Exhibit B.

11. Successors. Billity AI's obligations to pay Solutions Commissions bind its successors and assigns. If Billity AI sells, exclusively licenses, or otherwise transfers a Contributed Offering to a third party, Billity AI shall require the transferee to assume Billity AI's obligations under this Exhibit A and the Solutions Partner Schedule for that Contributed Offering or shall remain responsible for them.

12. Ownership; Confidentiality. Participation as a Solutions Partner grants no right, title, or interest in any Contributed Offering or other Billity AI intellectual property, the ownership of which is governed by the Agreement and by any services agreement between Billity AI and the Solutions Partner. The standard rates in Exhibit B are public. Each Solutions Partner's Contribution Shares, Contribution Record, and any approved rate exception are Confidential Information of Billity AI.

13. Order of Precedence. For Solutions Commissions, the Solutions Partner Schedule controls over this Exhibit A, and this Exhibit A controls over any conflicting provision of the body of the Agreement. Where a Solutions Partner Schedule is attached to or incorporated into a separate services or contractor agreement between Billity AI and the Solutions Partner, that agreement governs the services, and the Solutions Partner Schedule and this Exhibit A govern Solutions Commissions. In all other respects, the Agreement governs the Solutions Partner's participation in the Program.

EXHIBIT B: STANDARD COMMISSION RATES

1. Standard Rates. The following standard Commission rates apply to all Partner Types and are published so that every Partner is paid on the same terms. Each rate is a percentage of Net Revenue as defined in the Agreement and, for Solutions Commissions, as adjusted by Exhibit A. Commissions are uncapped and continue for as long as the account remains an Active Account, as provided in Section 7.5 and Exhibit A.

Commission	Who earns it	Standard rate
Referral Commission or Platform Deal Commission: Standard plan	Referral Partners and Solutions Partners	10% of Net Revenue
Referral Commission or Platform Deal Commission: Pro, Business, Premium, Agency, and Enterprise plans, and Developer API subscription add-ons	Referral Partners and Solutions Partners	20% of Net Revenue
Contribution Commission	Solutions Partners	10% of the Net Revenue of each Contributed Offering, multiplied by the Solutions Partner's Contribution Share
Consulting Deal Commission	Solutions Partners	20% of Net Revenue from consulting, implementation, and other services engagements, calculated on Billity AI's retained share under Section 5 of Exhibit A

Metered Developer API overage and other add-on services are commissionable only if the Commission Schedule designates them as commissionable, in accordance with Section 7.1. The Contribution Shares of all Solutions Partners for a single Contributed Offering may not total more than one hundred percent (100%).

2. Higher Rates. The Commission Schedule may set rates above the standard rates for a Partner Tier or qualifying product. No Partner Tier, product, or Partner may be paid below the standard rates except as provided in Section 5 of this Exhibit B.

3. Increases. If Billity AI increases a standard rate, the higher rate applies automatically to all Partners, including Solutions Partners with an executed Solutions Partner Schedule, for billing events on or after the date the increase is posted.

4. Decreases. A decrease in a standard rate is an amendment under Section 18.1 and applies to Referral Partners only for

billing events occurring at least thirty (30) days after it is posted. A decrease does not apply to a Solutions Partner with an executed Solutions Partner Schedule without that Solutions Partner's written consent, as provided in Section 10 of Exhibit A.

5. Exceptions. A rate different from the standard rates may be stated only in a Solutions Partner Schedule or other written agreement signed by Billity AI's Chief Executive Officer. Approved exceptions are Confidential Information of Billity AI.

Acceptance

By submitting an Application and clicking "I Agree" (or analogous affirmation) within the Partner Portal, or by accessing the Partner Portal or transmitting or redeeming any Promo Code, Partner acknowledges that Partner has read, understood, and agreed to be bound by this Agreement.

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