



HeroDevs Partner Program | Distribution Program

Partner, as a participant of Program, desires to become a distribution partner, in accordance with the terms of the (a) HeroDevs Partner Agreement (the "Agreement") for which HeroDevs and Partner entered into and (b) this Distribution Program (the "Program"). Capitalized terms not defined under this Program shall have the meaning as set forth under the Agreement.

1. DEFINITIONS

- 1.1. "Authorized Distributor" means an entity with a binding agreement with HeroDevs under which it is authorized to distribute Subscription Services, within their Territory, through an Authorized Reseller, either directly or through other HeroDevs approved means. For clarity, Authorized Distributors may not, without prior written consent from HeroDevs, promote, sell, or distribute the Subscription Services via any third-party marketplaces or third-party service.
- 1.2. "Authorized Reseller" means an entity with a binding agreement with HeroDevs under which it is authorized to resell Subscription Services, within its Territory, to End Users. Authorized Resellers may not resell Subscription Services to (a) other resellers or (b) through any third-party marketplace or third-party service.
- 1.3. "Distribution Opportunity" means a potential opportunity to sell the Subscription Services to an Authorized Reseller for the sole purpose of allowing that Authorized Reseller to resell the Subscription Services to an End User.
- 1.4. "HeroDevs Customer" means an existing customer, or otherwise known potential customer of HeroDevs, as evidenced by HeroDevs' internal customer relationship management system or such other tool as may be used by HeroDevs for such purposes.
- 1.5. "Partner Price Book" means the specific pricing, as supplied to Partner by HeroDevs, which is conditioned upon Partner's tier and participation level under the Program. HeroDevs may update Partner Price Book at any time, provided that HeroDevs provides Partner with a thirty (30) written notice prior to any such changes taking effect.
- 1.6. "Resale" or "Resold" means an Authorized Reseller's purchase of the Subscription Services, from Partner, for the sole purpose of reselling such Subscription Services to an End User.

2. APPOINTMENT AS A DISTRIBUTOR

- 2.1. In accordance with and subject to Partner's adherence with the Agreement and this Program, HeroDevs appoints Partner as a non-exclusive Authorized Distributor to make the Subscription Services available to Authorized Resellers for the sole purpose of reselling such Subscription Services. Unless as otherwise authorized in writing, Partner may not make any Subscription Services available for distribution and/or resale via any third-party marketplace or third-party service.
- 2.2. Partner acknowledges and agrees that HeroDevs shall have no obligations with respect to any terms or conditions as agreed to between Partner and any third-party, including but not limited to (a) Authorized Resellers, (b) End Users (if any), or (c) third-party marketplace or service providers (where otherwise applicable and approved). All such terms and conditions are solely between Partner and such third-parties.

3. OBLIGATIONS AS A DISTRIBUTOR

- 3.1. Unless otherwise agreed to by HeroDevs in writing, Partner shall ensure that any transaction(s) through an Authorized Reseller contractually obligate the End User to the End User Terms.

- 3.2. Within fifteen (15) days from the end of each calendar quarter, Partner will provide HeroDevs with a written report showing the quarterly activity, fee(s), and forecast report in HeroDevs' then current standard form and format.

4. DISTRIBUTION PROCESS & PROCEDURE

- 4.1. Partner shall submit the details of any Distribution Opportunity, which shall include, (a) the name and address of the Authorized Reseller, (b) the name and address of the End User, (c) the proposed Subscription Services, including the (i) quantity, (ii) price, and (iii) applicable term length (each, a "Submission"). HeroDevs will provide a written response to either (y) approve or (z) reject such Submission. If HeroDevs does not provide a written response to a Submission within fifteen (15) days from the date of submission, that Submission shall automatically be deemed rejected. HeroDevs may also reject a Submission for any reason.

- 4.1.1. For any renewals to a Distribution Opportunity, Partner will provide the same information above and advise HeroDevs that such opportunity is a renewal to a previous Distribution Opportunity.

- 4.2. If a Submission is approved by HeroDevs, HeroDevs will enter into an Order Form with Partner to transact the applicable Subscription Services to End User, via the Authorized Reseller. Any Order Form between HeroDevs and Partner must include a reference to: (a) the Agreement and this Program, (b) the name and address, including a point of contact, of the Authorized Reseller, (c) the name and address, including a point of contact, of the End User, (d) the Subscription Services being Resold, including the (i) quantity, (ii) price, and (iii) the term. Additionally, the Order Form will state any other specific terms and conditions to be entered into between the parties.
- 4.3. Such Order Form may be entered into between the parties by either: (a) mutual execution of the Order Form, or (b) Partner issuance of a purchase order (or similar document) which references the applicable Order Form order number. Any additional or conflicting terms within a Partner purchase order (or similar document), provided in connection with the Resell opportunity, are automatically null and void and are expressly rejected.
- 4.4. Upon acceptance of an Order Form, HeroDevs will issue the applicable Subscription Services, including applicable access token, to the End User.

5. PRICING AND PAYMENT

- 5.1. Partner shall at all times be in control of the pricing of Subscription Services to the Authorized Resellers.
- 5.2. Partner discounts are subject to the Partner Price Book, which HeroDevs may update on an annual basis applicable to HeroDevs's fiscal year.