



HeroDevs Partner Program | Reseller Program

Partner, as a participant of Program, desires to become a resale partner, in accordance with the terms of the (a) HeroDevs Partner Agreement (the "Agreement") for which HeroDevs and Partner entered into and (b) this Reseller 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. For clarity, Authorized Resellers may not resell Subscription Services to (a) other resellers or (b) through any third-party marketplace or third-party service.
- 1.3. "HeroDevs Customer" means any 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.
- 1.4. "HeroDevs Sourced" means any sales opportunity which originated from HeroDevs.
- 1.5. "Partner Sourced" means an opportunity for the sale of Subscription Services that was registered and accepted via the Submission process to a net-new (a) HeroDevs End User, or (b) business team associated within a current HeroDevs Customer.
- 1.6. "Resale" or "Resold" means an Authorized Reseller's purchase of the Subscription Services for the sole purpose to resale such Subscription Services to an End User.
- 1.7. "Resell Opportunity" means a potential Resale of the Subscription Services to an End User by an Authorized Reseller.
- 1.8. "Resell Opportunity Value" or "Booking" means the annual fees to be paid by Partner to HeroDevs for the Subscription Services, as agreed to in an Order Form or other transaction document, between Partner and HeroDevs.

2. APPOINTMENT AND OBLIGATIONS AS A RESELLER

- 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 Reseller to resell the Subscription Services.
- 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 Distributors, (b) End Users, 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.
- 2.3. Partner will supply to HeroDevs, upon HeroDevs' request, reports detailing, at the minimum, information related to any applicable opportunities and projected opportunities.

3. RESELL (INCLUDING RENEWAL) PROCESS & PROCEDURE

- 3.1. To register a Resell Opportunity, Partner shall submit the details of such opportunity via email to the applicable email address(es) on the PAD, or as otherwise agreed upon (each, a "Submission"). HeroDevs will provide a written response to either (a) approve or (b)

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.

- 3.2. If a Submission is approved by HeroDevs, HeroDevs will enter into either (a) an Order Form with an Authorized Distributor to be provided to End User, via Partner, or (b) an Order Form directly with Partner, if being purchased directly from HeroDevs, for such applicable Subscription Services. Any Order Form between HeroDevs and Partner must include a reference to: (x) the Agreement and this Program, (y) the name and address of the End User, (z) the Subscription Services being Resold, including the (i) quantity, (ii) price, and (iii) term. Additionally, the Order Form will state any other specific terms and conditions to be entered into between the parties.
- 3.3. An 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.
- 3.4. Upon acceptance of an Order Form, HeroDevs will issue the applicable Subscription Services, including applicable access token, to the End User.
- 3.5. Sixty (60) days prior to the end of an applicable Order Form, Partner will confirm to HeroDevs whether or not the End User will renew its Subscription Services. If End User intends to renew, HeroDevs will provide Partner, if not already supplied, with the then current Partner pricing for such applicable Subscription Services and Partner will then either (a) accept the pricing and enter into a new Order Form renewing the Subscription Services with the End User or (b) ensure a positive transfer of the End User relationship to HeroDevs, with all reasonable assistance.

4. PRICING AND PAYMENT

- 4.1. Partner shall at all times be in control of the pricing of Subscription Services to its End Users.
- 4.2. Upon the Parties entering into an Order Form, all fees outlined in an Order Form shall be considered due and payable in accordance with the terms of the Order Form.
- 4.3. Notwithstanding anything to the contrary, the terms of Section 4.2 shall only apply to Subscription Services purchased directly from HeroDevs. The Parties acknowledge and agree that all terms and conditions related to Partner's purchase of Subscription Services through an Authorized Distributor related to fees, taxes and payments and disputes related thereto, shall be solely between Partner and Authorized Distributor pursuant to the terms and conditions between Partner and such Authorized Distributor.
- 4.4. The amount of discount Partner is to receive, as set forth in the Order Form, may be based upon a series of criteria, including but not limited to: (a) whether, or not, the Resell Opportunity was either: (i) Partner Sourced Opportunity, or (ii) HeroDevs Sourced; (b) Partner's status; (c) Resell Opportunity Value; and (d) the type of Subscription Services sold to the End User.