

## **PLEASE READ THIS SOLUTIONS PARTNER PROGRAM AGREEMENT CAREFULLY.**

This is a contract between you (the Partner or Provider, together addressed as Participant(s)) and us (HubSpot). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily "legalese", but we have tried to make it as readable as possible.

This document applies to your participation in our Solutions Partner Program (the "Program") either at the Partner level or at the Provider level. Please note that you can only participate in the Program as either a Provider or a Partner, but not both at a time. These terms are so important that we cannot have you participate in our Program unless you agree to them. By participating in our Program, you are agreeing to these terms.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Program ends, or becomes part of another partner program. If we update or replace the terms we will let you know via an in-app notification in your portal or by email. If you don't agree to the update or replacement, you can choose to terminate as we describe below.

### **1. Definitions**

"Active Engagement" means that you have a fully executed written agreement with a HubSpot customer under which you provide your services to that customer and the agreement with the customer (i) either pre-dates the time at which the transactions for Subscription Service is closed, or is signed contemporaneously with the close of transaction, and (ii) either extends at least ninety (90) days beyond the close of the transaction for Subscription Service or has a specific and identifiable deliverable, as determined by us in our discretion.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this HubSpot Solutions Partner Program Agreement and all materials referred or linked here. If you are keeping track, the HubSpot Solutions Partner Program Agreement replaced both the Agency Partner Program Agreement and the Sales Solutions Partner Program Agreement.

"Capacity Limit" means the aggregate number of prospect domains that you are permitted to have registered at any given time according to the Program Policies that apply to you.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Whether or not marked or designated as confidential, Confidential Information shall include all information concerning: (a) Disclosing Party's customer and prospect information, including Customer Data and Customer Materials, as defined in the Customer Terms of Service (b) Disclosing Party's past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research and development materials. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

"Cross Sell" means a limited HubSpot partner program which, at our discretion in each individual instance, allows a Partner or Provider to be eligible for Revenue Share on a sale of a complementary Subscription Service to an existing End User, provided other relevant eligibility and acceptance and participation criteria stated in Sections 3 and 4 of this Agreement have been fulfilled. Cross Sell is only available in situations where an End User contracts directly with us for provision of the HubSpot Products in all original and ensuing transactions. Additionally, Cross Sell is only available in proposed Qualified Transactions where all involved parties – namely existing Partner(s) or Provider(s), new potential Partner or Provider, and End User – are eligible to participate, as determined by us in our sole discretion. We will notify Partner or Provider directly when and if they become eligible for Cross Sell. Cross Sell may not be available in all countries or regions, and we reserve the right to change, suspend, limit, or cancel the program, in whole or in part, at any time by notifying the affected Partner or Provider through email, in-app or by any other reasonable form of notice.

"Customer Terms of Service" means those terms and conditions located at <http://legal.hubspot.com/terms-of-service>, as modified from time to time.

"End User" means the authorized actual user of the HubSpot Products or the party on whose behalf you use the HubSpot Products.

"End User Data" means all information that End User, or you acting on End User's behalf, submits or collects via the HubSpot Products

and all materials that End User, or you acting on End User's behalf, provides or posts, uploads, inputs or submits for public display through the HubSpot Products.

"HubSpot Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into HubSpot Products and all of our other services.

"HubSpot Products" means both the Subscription Service and Other Products.

"Legitimate Prospect" means a contact, tied to a domain and/or business entity, with which you have established a demonstrable business relationship and who you are actively approaching and are engaging with in a pursuit of a sale.

"List Price" means the standard pricing for the Subscription Service as listed at <http://www.hubspot.com/pricing/>. We reserve the right to change such pricing at any time. However, we will not apply any price change to End Users who purchase Subscription Service within ten (10) days after such price change.

"Net Revenue" means the initial fee, any renewal fees, and any upgrade or downgrade fees that are actually paid to us by an End User or by Partner or Provider for an End User for the Subscription Service. Net Revenue shall: (i) be calculated net of any discounts, taxes payable and subsequent refunds not due to a contract breach by HubSpot, and (ii) shall exclude any fees for Other Products.

"Other Products" means those products and services that we offer, which are not included in the Subscription Service. For the purposes of this Agreement, Other Products includes individual features, tools, and/or services such as HubSpot Payments, all of our legacy sales and marketing products, and any implementation, migration, customization, training, consulting, additional support or other professional services provided by HubSpot, or any third-party products or services.

"Program Code of Conduct" means the code of conduct applicable to you as a Partner or Provider which we have published at <https://www.hubspot.com/partners/program-code-of-conduct>. Program Code of Conduct includes the Program Events Code of Conduct, incorporated therein and published at <https://www.hubspot.com/solutions-partner-program-event-code-of-conduct>.

"Program Policies" means the policies applicable to you which we have published at <https://www.hubspot.com/partners/solutions-program-policies>.

"Revenue Share" means a percentage (%) of Net Revenue paid to us by an End User or Partner for a Qualified Transaction. The percentage % amount of Revenue Share is specified in the Program Policies. Revenue Share percentage and duration depends on a number of factors, including 1) the type of Qualified Transaction 2) timing of the Qualified Transaction; and 3) whether you are a Partner or a Provider.

"Partner Eligibility Requirements" mean you 1) have purchased and maintain an active subscription to a Professional or Enterprise edition of a Subscription Service; and 2) have purchased and completed Partner Onboarding (both as described, published and updated from time to time by HubSpot at <https://legal.hubspot.com/hubspot-product-and-services-catalog>); 3) have completed training and/or certification requirements outlined in the Solutions Partner Program Policies; 4) have met the Gold tier requirements (as provided in the Partner Program Policy) within twenty-four (24) months of becoming a Partner. For the purposes of this Agreement, the initial commitment to Subscription Service must be at minimum a twelve (12) month period to fulfill the Subscription Service requirement described in 1) above.

"Provider Eligibility Requirements" mean you 1) have completed an application to become a Provider and you have received a notification within thirty (30) days of submission of your application stating that you have been accepted to participate in the Program as a Provider; 2) have completed certain requirements or certification(s) as communicated to you by us during your application review process; and 3) have completed the eligibility criteria set out in the Solutions Provider Program Policies within thirty (30) days of your acceptance into the Program. For the purposes of this Agreement, if we do not notify you that you are accepted to participate in the Program within thirty (30) days from your application, your application is considered to be rejected. Furthermore, failure to complete the eligibility criteria, as described in 2) above, within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Program and receive any benefits thereof.

"Qualified Subscription Value" means the aggregate amount of Subscription Fees paid or payable to us by the customers attributable to you via Qualified Transactions and for which Revenue Share is paid or payable to you. This amount includes all Subscription Fees for Subscription Services but excludes fees for Other Products, fees for renewals, Consulting Services and applicable taxes.

"Qualified Transactions" means those transactions that are eligible for a Revenue Share pursuant to the "Qualified Transactions" section of this Agreement.

"Subscription Service" means our web-based inbound marketing, sales, services, operations and content management software that is subscribed to, and developed, operated, and maintained by us, accessible via <http://www.hubspot.com> or another designated URL, and any add-on products that are included with such software, but excluding all Other Products. For avoidance of doubt, add-on products alone will not be considered Subscription Services.

"User Permissions" means the authorization given to users within a HubSpot portal that enables them to access specific resources, such as data and applications.

"We", "us", "our", and "HubSpot" means HubSpot, Inc.

"You" and "Partner" or "Provider" means the party, other than HubSpot, entering into this Agreement and participating in the Program.

## **2. Non-Exclusivity**

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

You can only participate in our Program as either a Partner or a Provider at any one time. Your acceptance and participation as a Provider does not mean that you will be accepted into our Program as a Partner. Each level of participation has its own eligibility requirements that must be met and maintained separately.

## **3. Partner and Provider Rights and Obligations**

a. Partner and Provider Rights. We grant you, subject to the limitations set forth below, a non-transferable, non-exclusive right to: (i) demonstrate and promote the HubSpot Products to your prospects and customers, and (ii) to provide End Users access to use the HubSpot Products in accordance with this Agreement and the Customer Terms of Service, provided that End Users agreed to the Customer Terms of Service. At our discretion, we will provide limited sales support to you, such as occasional participation on a call with you and a prospect.

b. Compliance with Program Policies and the Program Code of Conduct. You will comply with the terms and conditions of this Agreement at all times, including the Solutions Program Policies applicable to you and the Program Code of Conduct which are incorporated herein by reference. Specifically, if you are participating in the Program as a Partner, the Solutions Partner Program Policies will include requirements that a Partner must complete in order to qualify for a certain partner tier and may also include further details regarding the requirement for the Partner to purchase certain products or services to participate in the Program as a Partner. Failure to comply with the Solutions Partner Program Policies, the [Program Code of Conduct](#) and the therein incorporated [Events Code of Conduct](#) may result in termination of this Agreement in accordance with the "Termination" section of this Agreement or in accordance with any other termination or suspension right we may have.

You will respect the limits that apply to your use of the HubSpot products as specified at <http://www.hubspot.com/pricing/service-limits> (the "Service Limits"). We may update or change these Service Limits, so we encourage you to review this page periodically.

If you use our Application Programming Interfaces (APIs), developer tools, or associated software, you will comply with our API Terms at <http://legal.hubspot.com/api-terms>, which are incorporated herein by reference.

If you use the HubSpot Solutions Directory (as defined in the [HubSpot Directory Terms of Use](#)), you agree to comply with the HubSpot Directory Terms of Use available at <http://legal.hubspot.com/directory-tou>. If you use the HubSpot Community (as defined in the [HubSpot Community Terms of Use](#)), you agree to comply with the HubSpot Community Terms of Use available at <http://legal.hubspot.com/community-tou>.

c. Program Limits. If you are a Partner, your Capacity Limit and the expiration policy for your registrations are outlined in the [Solutions Program Policies for Partners](#). Your Capacity Limit as a Partner depends on your partner tier status and will be as set forth in the Program Policies. If you are a Provider, your Capacity Limit and the expiration policy for your registrations are outlined in the [Solutions Program Policies for Providers](#). Any prospect(s) registered in excess of your applicable Capacity Limit will not be considered valid as per Section 4.b. of this Agreement. It is your responsibility as Partner or Provider to maintain the number of registrations within your Capacity Limit. Failure to do so may result in your suspension as Partner or Provider and/or the suspension of any payments due to you under this Agreement.

## **4. Qualified Transactions**

a. Transaction Eligibility Requirements. To be eligible to receive Revenue Share for a Qualified Transaction, a prospect must be registered, accepted and valid in accordance with the 'Submission, Acceptance and Validity' or the 'Shared Leads' section. You are not eligible to receive a Revenue Share or any other compensation from us based on transactions for Other Products, based on transactions with a HubSpot Lead (as defined below) or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable End User objects to or prohibits such compensation or excludes such compensation from its payments to us or our Affiliates; (iii) we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us with respect to a given transaction; (iv) the End User has paid or will pay such commissions, referral fees, or other compensation directly to you; (v) the End User participates in this Program, or (vi) for any transactions with End User that precede in time to you becoming a Partner or Provider in this Program under this Agreement. In

competitive situations with other Partners or Providers, we may elect to enable Cross Sell (in situations where the Subscription Service is complementary and Cross Sell is otherwise available) or to provide the Revenue Share to the partner that actually secures the business with the End User, which may result in you being ineligible for Revenue Share, regardless of whether or not you registered the prospect.

We may terminate this Agreement and/or discontinue Revenue Share payment(s) should you fail to meet any of the eligibility criteria set forth in Section 3 or 4 of the Agreement or as outlined in the Program Policies at any time.

b. Submission, Acceptance and Validity of Prospects. You must register each prospect with us using the Partner Toolset we provide through your portal (or through a website as we may designate) prior to the close of a Qualified Transaction. To register a prospect and a deal, you must provide at least the following information about each prospect: contact first name, contact last name, email, URL and company name. We generally will accept a prospect who, in our reasonable determination: (i) is a new potential customer of ours; (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, involved in our active sales process, or your Affiliate; (iii) is a Legitimate Prospect whose contact information was legally obtained.

Notwithstanding the foregoing, we may choose not to accept a prospect, in our reasonable discretion. We may choose to do so at the time of your registration submission, or we may reject a prospect and remove attribution to you if we determine a prospect does not meet the criteria outlined in this Section 4.b. at any point after submission, even in cases where it was initially accepted. At the time of registration submission, we may also advise you on whether a prospect is eligible for Cross Sell.

A prospect is not considered valid: (i) if it is not registered, (ii) if it is not accepted, (iii) if it is expired, (iv) if it exceeds the registered capacity limits or other applicable limits, or (v) after this Agreement is expired or terminated.

Once the valid prospect is ready to purchase, we will, at our discretion, accept an order and provision the Subscription Service for the End User in order to complete a Qualified Transaction.

If a prospect does not purchase the Subscription Service before its registration expires, you will need to complete the registration process again in order to re-qualify for Revenue Share for that prospect. Please note that you must have a written and readily available privacy policy and you certify that you are providing the prospect's information to us in accordance with not only all applicable laws and regulation but also in accordance with your own privacy policy.

c. HubSpot Leads. We may choose to introduce you to, or send you information on, a prospect of ours when we identify that such prospect may have a need for the services you offer (each, a "HubSpot Lead"). We can do the same for other partners of ours, even if it is for the same HubSpot Lead. You may use the information about the HubSpot Lead provided only to market and sell your services to them and not for any other purpose (unless the HubSpot Lead otherwise consents). Immediately upon our or the HubSpot Lead's request, you will promptly discontinue all use of and delete the HubSpot Lead's information. HubSpot Leads are considered our Confidential Information and shall be treated in accordance with the 'Confidentiality' section below.

d. Shared Leads. If we decide to participate in the same sales process as you and this results in the sale of the Subscription Service to a prospect that would have otherwise not been valid based on it (i) not being registered, (ii) not being accepted, (iii) being expired, or (iv) exceeding the registered capacity limits or other applicable limits, (each, a "Shared Lead") and you have an Active Engagement with such Shared Lead, then we may in our discretion, determine that Shared Lead will be considered a registered, accepted and valid prospect for the purposes of the 'Eligibility' section above.

HubSpot may request you to provide proof of Active Engagement (for example, by providing a copy of your retainer agreement with the End User if we so request) for managed and/or sold credit.

e. Engagement with Prospects and End Users. We may engage with a prospect, lead or End User directly (i) to enable our Cross Sell program, (ii) to complete the subscription process, (iii) to fulfill or enforce our obligations under an agreement with such prospect, (iv) to provide support, (v) to conduct our standard marketing and sales activities with prospects; (vi) in connection with the Optional Programs, or (vii) as otherwise permitted by this Agreement.

If and when we do engage, we may choose how to engage with each prospect and may request that you collaborate with us in the engagement. Upon our request, you will provide us with the name and contact information of the prospect, and facilitate an introduction. If a prospect is not valid then we may choose to maintain it in our database and we may choose to engage with such a prospect.

If we request, you will facilitate our participation on calls with you and various End User(s). We may request to participate on these calls in an effort to help to ensure the quality of your service delivery and for the purposes of managing the Program.

In a resulting Qualified Transaction, (i) the End User will contract directly with us for provision of the HubSpot Products, or (ii) you will place order(s) and contract with HubSpot in your own capacity for the HubSpot Products with us, specifying the terms of the HubSpot Products ordered and providing information about the End User as we may request. Option (ii) herein is not possible if the resulting

transaction is a Cross Sell type transaction because you may not purchase on behalf of an End User and take on End User's contractual obligations for a Cross Sell transaction. In the case of (ii) herein, where possible, and the prospect is considered registered, accepted and valid for the purposes of this Section 4., you may sell the HubSpot Products to End Users at a price determined solely by you and you will ensure that your agreement with the End User incorporates our [Customer Terms of Service](#) or contains those provisions set forth in our Customer Terms of Service. If you purchase on behalf of an End User, you agree to be responsible for the order placed and to guarantee payment of all fees. Additionally, Subscription Service may be used only for the End User for which it was originally purchased, it may not be shared and may not be repurposed for or reassigned to any alternate End Users without our prior written consent. Log-in information may never be shared between individuals.

Regardless of the method of purchase and which party is the contracting entity as established by the order, we require each End User to agree to the [Customer Terms of Service](#) when using the portal.

You will take all reasonable steps to ensure that End Users do not use the HubSpot Products in violation of the Customer Terms of Service. If you discover or have reason to believe that any End User is making use of the HubSpot Products in violation of the Customer Terms of Service, then you will immediately notify us in writing.

## **5. Revenue Share and Payment.**

a. Requirements for Payment; Forfeiture. In order to receive payment under this Agreement, you must have: (i) agreed to and complied with the terms of this Agreement; (ii) provided us with all of your account information, including your bank information for payment; and (iii) submitted to us all the necessary and valid tax documents, including VAT invoices where necessary, and the documents have been approved. Please see the Program Policies for the applicable list of documents that need to be submitted to us and the required method of delivery. In order for you to receive the Revenue Share you must have submitted the required documentation set out in this section no later than thirty (30) days after the end of any given fiscal quarter. If we have not received such documentation within this timeframe, we will not process the Revenue Share payment until the next fiscal quarter payment date for applicable Qualified Transactions.

All payments by HubSpot will be made by bank transfer and it is your responsibility to ensure that you have provided us with the most up-to-date and correct bank information to facilitate the transfer. We will not issue payment by any other means. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) if any of the requirements set forth in this section, Section 5. a., remain outstanding for six (6) months immediately following the close of a Qualified Transaction, or (ii) we have attempted to pay you a Revenue Share for a Qualified Transaction by bank transfer, and the attempt was unsuccessful (as confirmed by bank notice), to no fault of our own; and (iii) we reached out to either the Primary Contact, Billing Contact or Decision Maker Contact on your account (all of which you can update in app) to obtain the necessary information and have not received a response; and (iv) six (6) months has passed since the date of the initial, failed bank transfer described herein, then your right to receive Revenue Share arising from any and all Qualified Transactions(s) with the associated End User will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Revenue Share associated with a Forfeited Transaction.

Once you comply with all of the requirements in this Section 4 then you will be eligible to receive Revenue Share on Qualified Transactions, as long as these Qualified Transactions do not involve the same End User associated with a Forfeited Transaction.

b. Revenue Share Payment. We, or one of our Affiliates, will pay the Revenue Share amount due to you within forty-five (45) days after the end of each fiscal quarter in an amount equal to the Net Revenue we recognize as revenue from Qualified Transactions during such quarter, multiplied by the Revenue Share percentage. For example, pre-payment in full by an End User for an annual commitment will be recognized by us as revenue quarterly on a pro-rata basis for the length of time the Subscription Service was provided during each quarter during the annual term, and you will receive the Revenue Share on that same quarterly pro-rata basis. We will determine the currency in which we pay the Revenue Share, as well as the applicable conversion rate. The currency in which we pay Revenue Share may be different from the currency that applies to the Qualified Transaction. We will not pay more than one Revenue Share or other similar referral fee on any given partner sale (unless we choose to in our discretion). We may withhold the Revenue Share payment until the Revenue Share amount that we owe you is above \$100 USD.

c. Taxes. You are responsible for payment of all taxes applicable to the Revenue Share. You will be assessed sales tax unless you provide us with a valid reseller certificate that indicates tax should not be applied to the Revenue Share amount. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.

d. Payment Obligations. In the event you placed the order and contracted with us directly for an End User, for payments made by credit card, you will provide us with your valid and updated credit card information or bank account information for the payment of HubSpot Products fees. You authorize us and our Affiliates to charge your credit card or bank account for all fees payable. You also authorize us and our Affiliates to use a third party to process payments, and consent to the disclosure of your payment information to such third



party. For payments made by invoice, all amounts invoiced are due and payable within thirty (30) days from the date of the invoice. In the event you placed the order with us for an End User, if you do not pay fees due for an End User's account within ten (10) days after notice of non-payment from us or our Affiliate, we may suspend the HubSpot Products while any payment is delinquent and may charge a re-activation fee to reinstate any HubSpot Products. We may also terminate or suspend the End User's access to the HubSpot Products and/or to initiate direct communication with the End User. Notwithstanding termination of this Agreement, you remain obligated to pay all fees due for our provision of the HubSpot Products to End Users in connection with an order placed with us by you for an End User. If you placed the order with us for an End User and/or contracted with us on their behalf, you will have sole responsibility for invoicing and collecting fees for the HubSpot Products from the End User. Your obligation to pay fees to us is not conditioned upon your receipt of payment from the End User.

## **6. Training and Support**

- a. Training and Support. We will make available to you, without charge, various webinars and other resources made available as part of our Program. We will also make available to you a Partner Toolset, accessible through your HubSpot portal. We may change or discontinue any or all parts of the Partner Toolset, and any other Program benefits or offerings at any time without notice. Any data submitted to us via the Partner Toolset will be stored in HubSpot's US Data Center.
- b. End User Training and Support. We may require End Users to go through and/or purchase our standard HubSpot on-boarding. We will provide user training purchased by an End User as set forth in a mutually agreed upon order between the End User and HubSpot. We may communicate directly with any End User about use of the HubSpot Products and any support issues experienced.
- c. HubSpot Demo Account. If we make a HubSpot Demo Account available to you, then you will use the HubSpot Demo Account solely for your own education, demonstration and evaluation purposes. You are not permitted to use it for any other purpose. You will not lease, distribute, license, sell or otherwise commercially exploit the HubSpot Demo Account. You will not use any End User data or Customer Data (as defined in the [Customer Terms of Service](#)) with the HubSpot Demo Account. You can only use your own data (data and information that you specifically own) or the synthetic data provided to you for demonstration purposes by HubSpot. You will not exceed the contact limits provided for you in the HubSpot Demo Account and will utilize a reasonable number of objects in your use of the HubSpot Demo Account. The Customer Terms of Service apply to your use of the HubSpot Demo Account. As indicated in the Customer Terms of Service, you will comply with our Acceptable Use Policy at <http://legal.hubspot.com/acceptable-use> with respect to your use of the HubSpot Demo Account. We reserve the right to suspend, modify, or discontinue any or all part of the HubSpot Demo Account at any time without prior notice to you. In the event of a conflict between the terms that apply to the HubSpot Demo Account as specified in this Agreement and the Customer Terms of Service, the terms of this Agreement shall control.

## **7. Optional Partner Programs**

We may from time to time offer you optional tools, beta testing programs or partner promotions (the "Optional Programs"). If you choose to use any Optional Programs, you grant us all rights and permissions to take all actions reasonably necessary to effectuate the purpose of the Optional Programs. If the Optional Programs include our making certain promotions available to our partners, you will: (i) market and promote the promotion only to your registered and valid prospects, (ii) only market and promote the promotion individually within a distinct sales process, and not engage in any form of mass marketing of the promotion, and (iii) will follow the all the other terms and criteria applicable to that specific promotion as we designate.

We may discontinue all or a portion of any Optional Programs at any time.

Additional terms may apply to your participation in Optional Programs. We will make any additional terms available to you for your review at the time of the offer to participate in such Optional Programs.

## **8. Trademarks**

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos ("Participant Marks") in connection with the Program and this Agreement.

We retain all ownership rights in HubSpot Trademarks. During the term of this Agreement, you may use our trademark as long as you follow the usage requirements in this section and the incorporated guidelines. You must: (i) only use the images of our trademarks that we make available to you as part of your participation in this Program (e.g., certified partner badges), without altering them in any way; (ii) only use our trademarks in connection with the Program and this Agreement; (iii) comply with this Agreement, the Partner Promotion Guidelines found here: <https://www.hubspot.com/partners/promotion-guidelines>, and our general Trademark Usage Guidelines found here: <https://legal.hubspot.com/tm-usage-guidelines>; and (iv) immediately comply if we request that you discontinue use.

You must not use any of our trademarks: (a) in a misleading or disparaging way; (b) outside the scope of the Program or this Agreement; (c) in a way that implies we endorse, sponsor or approve of your services or products; or (d) in violation of applicable law or

in connection with an obscene, indecent, or unlawful topic or material.

## **9. Proprietary Rights**

a. HubSpot's Proprietary Rights. No license to any software is granted by this Agreement. The HubSpot Products are protected by intellectual property laws. The HubSpot Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the HubSpot Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the HubSpot Content, or the HubSpot Products in whole or in part, by any means, except as expressly authorized in writing by us. HubSpot, the Sprocket Design, the HubSpot logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

We encourage all customers and partners to comment on the HubSpot Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the HubSpot Products, without payment to you.

b. End User's Proprietary Rights. As between you and End User, End User retains the right to access and use the End User portal associated with the HubSpot Products regardless of whether you placed the order with us for an End User or made or make payments for an End User. End User will own and retain all rights to the End User Data. If we deem it to be necessary based on the relationship status between you and the End User or the particular situation, we may communicate directly with the End User and/or may port ownership of the portal associated with the HubSpot Products to the End User.

c. User Participation Disclosure. Please note that any End User portal may have more than one Partner or Provider involved in their use of the HubSpot Products. All information and data about you in the End User portal may be visible to all users of the End User portal, and will not be considered Confidential Information between you and other users of the portal. It is the End User's responsibility to set the User Permissions to control the access and visibility of all information and data in the End User portal.

## **10. Confidentiality**

a. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

b. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) Receiving Party will provide Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiving Party shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

c. Injunctive Relief. Each party acknowledges that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to seek an immediate injunction against any breach or threatened breach of this "Confidentiality" section of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

d. No Insider Trading. During the Term of the Agreement with HubSpot, Partner and its officers, directors, employees, and agents (collectively, "Partner Representative(s)") may be exposed to material, non-public information about HubSpot under federal or state securities laws. Partner Representatives understand that they may be found to be in violation of applicable laws if they take advantage of such information. If Partner Representatives are exposed to such material, nonpublic information, Partner Representatives agree not to: (1) trade in HubSpot's securities (including common stock, stock options, other HubSpot-issued securities, or derivative securities), (2) have others trade in HubSpot's securities on the Partner Representative's behalf, (3) give trading advice of any kind about HubSpot, (4) disclose any material, nonpublic information to anyone else who might then trade, or (5) recommend to anyone that they purchase or sell HubSpot's securities. Please contact our Corporate Team at [corporate-legal@hubspot.com](mailto:corporate-legal@hubspot.com) if you have any questions regarding compliance with this section.

## **11. Opt Out and Unsubscribing**

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests, including without limitation such

requests from us related to HubSpot Leads and Shared Leads. For the duration of this Agreement, you will establish and maintain a privacy policy that is compliant with all laws and regulations applicable to you and you shall establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

## **12. Term and Termination**

a. Term. This Agreement will apply for as long as you participate in the Program and fulfill all the participation requirements, until terminated.

b. Termination Without Cause. Both you and we may terminate this Agreement on thirty (30) days written notice to the other party.

c. Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement without cause on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

If you continue to participate in the program and we receive no notice as per this Section, we will consider any and all changes accepted by you fifteen (15) days after we send you notice of the change.

d. Termination for Cause. We may terminate this Agreement and/or suspend your or the End User's access to the HubSpot Products: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) automatically, within thirty (30) of you failing to meet the Program requirements applicable to you in your capacity as either the Provider or the Partner; (iii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iv) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (v) immediately, if you or your End User(s) breach the Customer Terms of Service, including if you default on your payment obligations to us or our Affiliate, or violate any applicable local, state, federal, or foreign laws or regulations, (vi) immediately, if you breach your confidentiality obligations under this Agreement or infringe or misappropriate HubSpot's intellectual property rights, or (vii) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

e. Effects of Termination. Termination of this Agreement for any reason **does not** terminate your Subscription Service, Subscription Service(s) you may have purchased on an End User's behalf, or any other End User subscription agreement. Your purchase and use of the Subscription Services is governed by the [Customer Terms of Service](#).

Otherwise, termination of this Agreement: (i) without cause by us, (ii) by you with cause, shall not affect our obligation to pay you Revenue Share earned up to the effective date of termination, so long as the related payment by the End User is recognized by us within thirty (30) days of the date of such termination. If you are a Partner you will receive one (1) last payment of Revenue Share after completion of the quarter in which the Agreement is terminated and the related payment by the End User is recognized. In the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue Share will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Revenue Share prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Revenue Share after termination of this Agreement.

Upon termination, you will discontinue all use of and delete all HubSpot Leads and Shared Leads if we provided them to you and you do not otherwise have consent from the applicable HubSpot Lead or Shared Lead to continue use of their data and information. Upon termination, a prospect is not considered valid, and we may choose to maintain it in our database and engage with such a prospect. Upon termination, you will immediately discontinue all use of our trademarks, and will remove all HubSpot badges and references to this Program from your website(s) and other collateral.

## **13. Partner Representations and Warranties**

You represent and warrant that: (i) you have all sufficient rights and permissions to provide the prospect data to us for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Participant Marks.

## **14. Indemnification**

a. Partner Indemnification. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Program, (b) our use of the prospect or lead data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of or participation in the Optional Programs, (e) your use of the HubSpot Demo Account, or (f) our use of the Participant Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or



settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

b. HubSpot Indemnification Requirement. If your total Qualified Subscription Value during the twelve (12) month period preceding the date of the event giving rise to a claim is equal to or exceeds one hundred and twenty five thousand U.S. dollars (USD \$125,000), then the HubSpot Indemnity section below (Section 14. c.) applies to you.

c. HubSpot Indemnification. Provided you have fulfilled the HubSpot Indemnification Requirement, we will indemnify, defend and hold you harmless, at our expense, against any Action brought against you (and your officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with you to the extent that such Action is based upon or arises out of (1) an allegation that the Subscription Service infringes a valid patent in a member state of the Patent Cooperation Treaty, registered trademark, or registered copyright ("IP Indemnification"), or (2) our breach of our confidentiality obligations ("Confidentiality Indemnification").

You will: notify us in writing within thirty (30) days of you becoming aware of any such claim; give us sole control of the defense or settlement of such a claim; and provide us (at our expense) with any and all information and assistance reasonably requested by us to handle the defense or settlement of the claim. We will not accept any settlement that (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

We will not have any obligation or liability under this section if the alleged claim is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you or your End User provided, (iii) use of the Subscription Service in violation of or outside the scope of the Customer Terms of Service, (iv) an allegation that the Subscription Service consists of a function, system or method traditionally utilized in marketing, sales or services software that is not commercially unique to the Subscription Service, and the commercially unique aspects of the Subscription Service are not identified in the allegation giving rise to the claim, or (v) user interface or related user design elements not provided by us.

Notwithstanding the foregoing, in the event of such a claim, or if we believe that such a claim is likely, we may, at our sole option and expense: (a) modify the Subscription Service or provide you and your End Users with substitute Subscription Service that is non-infringing; or (b) obtain a license or permission for you and your End Users to continue to use the Subscription Service, at no additional cost to you; or (c) if neither (a) nor (b) is, in our judgment, commercially practicable, terminate your or your End Users' access to the Subscription Service (or to a portion of the Subscription Service as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination' provision of this Agreement. THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

If, during the twelve month period preceding the event giving rise to a claim, your total Qualified Subscription Value is below one hundred and twenty five thousand US Dollars (USD \$125,000), then this section will not apply.

## **15. Disclaimers; Limitations of Liability**

a. Disclaimer of Warranties. EXCEPT AS SET FORTH IN THE 'PERFORMANCE WARRANTY' SECTION OF THE CUSTOMER TERMS OF SERVICE, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF HUBSPOT PRODUCTS, DATA SYNCHED TO OR MADE AVAILABLE FROM THE HUBSPOT PRODUCTS, HUBSPOT CONTENT, SOLUTIONS PARTNER PROGRAM, OPTIONAL PROGRAMS, HUBSPOT DEMO ACCOUNT OR CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE HUBSPOT DEMO ACCOUNT MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE HUBSPOT PRODUCTS, HUBSPOT CONTENT, THE PROGRAM, THE OPTIONAL PROGRAMS, AND HUBSPOT DEMO ACCOUNT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE HUBSPOT PRODUCTS, HUBSPOT CONTENT, THE PROGRAM, THE OPTIONAL PROGRAMS, AND HUBSPOT DEMO ACCOUNT INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. EXCEPT FOR YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE "CONFIDENTIALITY" SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS

OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL REVENUE SHARE AMOUNTS YOU HAVE ACTUALLY EARNED IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

d. HubSpot Demo Account and Optional Programs. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE HUBSPOT DEMO ACCOUNT AND THE OPTIONAL PROGRAMS THAT YOU USE. WE DO NOT PROMISE TO MAKE THE HUBSPOT DEMO ACCOUNT OR OPTIONAL PROGRAMS AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.

#### **16. Non-Solicitation**

You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement. Both you and we acknowledge that (i) any public job posting or public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

#### **17. General**

a. Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be posted at <https://legal.hubspot.com/solutions-partner-program-agreement> (or other designated URL) and we will let you know of the change through an in-app notification in your portal or by email. The updated Agreement will become effective and binding on the next business day after it is posted. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically.

If you don't agree to the update, change or replacement, you can choose to terminate as we describe above.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, USA without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Boston, Massachusetts.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

f. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply with all applicable foreign and domestic laws (including without limitation export laws, privacy regulations and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the HubSpot Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the HubSpot Products to prohibited countries or individuals or permit use of the HubSpot Products by prohibited countries or individuals.

g. Data Processing. To the extent that any Personal Data is processed in connection with the Program the terms set forth in the HubSpot Business Partner Data Processing Agreement, posted at: <https://legal.hubspot.com/business-partner-dpa>, which is hereby incorporated by reference, shall apply.

h. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

i. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt:

To HubSpot, Inc.: HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A., Attention: General Counsel

To you: your address as provided in your HubSpot portal account information. We may give electronic notices by general notice through an in-app notification in your portal and may give electronic notices specific to you by email to your email address(es) that we have on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information with HubSpot current.

j. Entire Agreement. This Agreement is the entire agreement between us for the Program and supersedes all other proposals and agreements (including all prior versions of this Agreement), whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the HubSpot Products or dependent on any oral or written public comments made by us regarding future functionality or features of the HubSpot Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

k. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

l. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

m. Program Policies and Code of Conduct. Your participation in the Program is subject to the Solutions Program Policies and the Program Code of Conduct, which are incorporated herein by reference. We may change either from time to time. The Solutions Program Policies can be found here: <https://www.hubspot.com/partners/solutions-program-policies>, and the Program Code of Conduct can be found here: <https://www.hubspot.com/partners/program-code-of-conduct>. We encourage you to review these periodically.

n. No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the HubSpot Products, our trademarks, or any other property or right of ours.

o. Sales by HubSpot. This Agreement shall in no way limit our right to sell the HubSpot Products, directly or indirectly, to any current or prospective customers.

p. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

q. Survival. The following sections shall survive the termination of this Agreement: 'Revenue Share and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.

r. Jurisdiction Specific Terms. Additional terms may apply depending on your location. These terms form part of the Agreement and are available at: <https://legal.hubspot.com/partner-jurisdiction-specific-terms>.