

## REFERRAL AGREEMENT

This Referral Agreement (the "Agreement"), is entered into by and between Bizagi and the Partner (together with Bizagi, the "Parties", and each, a "Party"), and shall govern Partner's participation in the Bizagi Partner Program.

NOW, THEREFORE, the Parties agree as follows:

### 1. Definitions.

- 1.1 **Bizagi Products:** Means the products listed on Attachment A, as updated from time to time.
- 1.2 **Deal Registration Form:** Means the form through which the Leads are registered by Partner, that can be found on the Bizagi Partner Portal ([deals.bizagi.com](https://deals.bizagi.com))
- 1.3 **Customer:** Means a third-party that enters into an Agreement with Bizagi, for the acquisition of Bizagi Products, pursuant to a Qualified Lead referred by Partner under the terms of this Agreement.
- 1.4 **Lead:** Means a sale opportunity with a potential Customer.
- 1.5 **Partner:** Means the entity named on the Partner Registration form.
- 1.6 **Partner Commissions:** Means the Referral Fees and/or Co-Selling Fees Partner is eligible to receive pursuant to this Agreement.
- 1.7 **Program:** Means the Bizagi Partner Program.
- 1.8 **Program Terms:** Means the information about the Program located at ([deals.bizagi.com](https://deals.bizagi.com)). Program Terms are subject to change and/or discontinuance by Bizagi upon thirty (30) days' notice to Partner via Bizagi's Partner Portal or via email.
- 1.9 **Qualified Lead:** means a Lead that, in Bizagi's sole discretion, satisfies the following: (a) information regarding the Lead is submitted by Partner to Bizagi via the Deal Registration Form; (b) Bizagi has not already submitted a proposal to such Lead for the same opportunity registered by Partner, (c) Bizagi has not had one or more meetings or substantial communications with such Lead for the same opportunity registered by Partner during the six (6) months preceding the receipt of the Deal Registration Form, (d) Bizagi has not already received a referral for such opportunity from a third party, and (e) Bizagi has not already logged the opportunity in its sales lead system.

### 2. Engagement.

- 2.1 Bizagi hereby engages Partner, and Partner hereby accepts such non-exclusive engagement, to refer to Bizagi potential Customer(s) who may be interested in acquiring Bizagi Products under the Program Terms, solely in accordance with the terms and conditions of this Agreement.

Partner hereby agrees that it shall abide by the Program Terms for the term of the Agreement. Partner agrees to achieve and maintain compliance with the Program Terms and agrees to participate in periodic reviews by Bizagi to ensure compliance. Bizagi reserves the right, in its sole discretion, to downgrade Partner's partner level if Partner fails to satisfy the applicable commitments set forth in the Program Terms. Bizagi also reserves the right, in its sole discretion, to upgrade Partner to a higher partner level. All changes to a partner level will be communicated to Partner. Any Leads registered by Partner or any Qualified Leads converted to Customer after such notification date will be calculated at the new partner level. Bizagi reserves the right to determine Program requirements, guidelines and criteria, and Partner's compliance with the same.

- 2.2 Partner is by no means authorized to negotiate or conclude contracts on behalf of Bizagi nor to otherwise represent or oblige Bizagi in legal transactions. Partner shall, neither assert nor create the impression that it is entitled to transact business for Bizagi.
- 2.3 Partner shall conduct all of its business in its own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws, and not perform any act which would or might reflect adversely upon the Products or the business, integrity or goodwill of Bizagi.

### 3. Lead Submission.

- 3.1 Once a potential Customer has been identified, Partner must refer the Lead to Bizagi, by submitting a Deal Registration Form. Bizagi will review the potential Customer and accept or reject the lead via a return email within a reasonable time. A failure to respond by Bizagi shall constitute a rejection by Bizagi.
- 3.2 Only Qualified Leads that are transmitted by Partner on a Deal Registration Form and received by Bizagi before the expiration or termination of this Agreement, and which result in the execution of an agreement with Customer for Bizagi Products within six (6) months of the date the Deal Registration Form, will be eligible for Credits or Partner Commissions subject to the fulfillment of the requirements set forth hereafter, as applicable.
- 3.3 After Partner has submitted a Lead to Bizagi, Partner shall not refer a competitor of Bizagi to such Lead. Partner will not enter into an agreement with a third party that would prohibit the submission of a lead pursuant to this Agreement.

### 4. Compensation.

- 4.1 In consideration for the services rendered by Partner hereunder, during the Term and provided Partner is not in default of any of its obligations, Partner shall be eligible to receive Partner Commissions, or opt to receive Credits instead of such Partner Commissions in accordance with this Section 4 for Qualified Leads and the Customers generated therefrom arising from Partner's efforts under this Agreement.
- 4.2 **REFERRAL FEES.** Provided Partner has not opted to receive Credits, Bizagi will pay to Partner the Net Revenue of the applicable fee percentage set forth in the Program Terms for each new Customer sourced by Partner ("Referral Fee"). "Net Revenue" means the amount actually paid to Bizagi by a Customer for: (i) perpetual software licenses and the first year of software maintenance, (ii) for the first year of license subscriptions, either cloud or on-premise, and for (iii) instructor led Bizagi Training and Bizagi Premium Support. Net Revenue shall: (i) be calculated net of any discounts, withholding taxes, taxes payable and refunds, and (ii) shall exclude any, consulting or other professional services, online subscriptions, Bizagi certifications, events, or fees for third-party products or services. Renewals are not eligible for Referral Fees. Only one Partner is eligible to receive a Referral Fee for each Qualified Lead that results in an executed agreement with a Bizagi Customer.
- 4.3 **CO-SELLING FEES.** Partner may receive Co-Selling fees as set forth in the Program Terms ("Co-Selling Fees") pursuant to the Co-Selling Fee Terms, outlined in the Program Terms. Partner may be eligible for a Co-Selling Fee only when Partner provided Assistance (as defined below) to Bizagi in the sale of the Bizagi Products to a Customer. "Assistance" means the Partner played an active role in the sales cycle and performed more than one of the following functions required to advance a deal from Qualified Lead to closure with a Customer: (a) actively co-selling with Bizagi, coordinates and agrees upon a joint selling plan with Bizagi; (b) remains active in the account until contracts are signed and purchase orders are issued to Bizagi; (c) Lead originated within an account in which Partner is either embedded, deemed a trusted advisor for purchasing decisions, or explicitly recommending Bizagi as a preferred technology provider for the applicable project; (d) assists in identifying the key influencers and decision-makers within the account; (e) defines the buying process with a Lead's Executive sponsor; (f) conducts discovery and ROI discussion with key influencers and decision-makers within the account; (g) crafts a solution and aligns the solution to the strategic needs of the Customer organization; or (h) invests non-billable time and resources in the development of pre-sales

proof-of-concepts, prototypes, and/or sales demos. Partner must notify their Bizagi Partner Manager to be considered for Co-Selling Fees prior to a Qualified Lead executing a contract with Bizagi for Bizagi Products. The determination of Co-Selling Fees will be made solely by Bizagi and will be communicated to Partner in writing. Renewals are not eligible for Co-Selling Fees. If multiple partners are eligible to receive a Co-Selling Fee for the same Lead, Bizagi will determine, in consultation with all involved partners, but in its sole discretion, how much Co-Selling Fee each partner will receive and will notify each partner in writing of their allocation.

- 4.4 CREDITS. Premier and Global Select Partners may opt in to the Bizagi Partner Credit System, which enables them to receive credits in lieu of an equivalent amount of Partner Commissions (“Credits”). Credits may be applied towards marketing, training, or certification programs that have been approved by Bizagi. In the event Partner has elected to receive Credits, for each Customer, Bizagi will credit to Partner the Net Revenue of the applicable Partner Commission percentage set forth in the Program Terms. Credits expire 12 months from the date Bizagi has marked the Qualified Lead as closed won.

## 5. Payment Terms.

- 5.1 Bizagi will pay Partner all applicable Partner Commissions or issue all applicable Credits, by the end of the quarter following the quarter in which a Customer executes a contract with Bizagi and Bizagi receives the corresponding payment from the Customer. Bizagi will not be liable for any payments to Partner for business that was not registered in accordance with this Agreement.
- 5.2 In order to receive payment under this Agreement, Partner must have: (i) agreed to the terms of this Agreement (generally completed through the Bizagi Partner Portal); (ii) completed all information in Bizagi’s account information form; (iii) submitted to Bizagi the necessary tax documents; and (iv) returned the forms required by (ii) and (iii) above by email to [Accountspayable.US@Bizagi.com](mailto:Accountspayable.US@Bizagi.com) or [Accountspayable.UK@Bizagi.com](mailto:Accountspayable.UK@Bizagi.com) (depending on Partner’s location).
- 5.3 Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 5.2 remain outstanding for six (6) months immediately following the close of a Qualified Lead, then Partner’s right to receive a Referral Fee arising from any and all Qualified Leads with the associated Customer will be forever forfeited (each, a “Forfeited Transaction”). Bizagi will have no obligation to pay Referral Fees associated with a Forfeited Transaction. Once Partner complies with all of the requirements in section 5.2, then Partner will be eligible to receive Referral Fees on Qualified Leads, as long as these Qualified Leads do not involve the same Customer associated with a Forfeited Transaction.

## 6. Relationship of Parties.

- 6.1 The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties or any of its respective agents, employees, contractors or representatives. Neither Party has the authority to bind the other or to incur any obligation on its behalf.
- 6.2 All financial and other obligations associated with Partner’s business are solely its responsibility. As an independent contractor, the mode, manner and method used by Partner shall be under Partner’s sole control and Partner shall be solely responsible for risks incurred in the operation of its business and the benefits thereof. Partner shall bear all of its own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by Bizagi.

## 7. Marketing.

- 7.1 Bizagi may make available to Partner standard sales documents, product descriptions and materials relating to the Bizagi Products. Partner shall not be entitled to use such documents and descriptions for any other purposes than referring Leads to Bizagi under this Agreement. Partner will not engage in any deceptive, misleading, illegal or unethical business practices and will not make any representations, warranties, guarantees or similar statements regarding Bizagi Products which are inconsistent with those contained in Bizagi’s materials. Partner will use commercially reasonable efforts to recommend Bizagi Products to Leads. Bizagi will make available to Partner training and technical support services. Depending upon the particular Bizagi Products involved, Bizagi may require that Partner obtains a certain level of technical expertise in order to recommend Bizagi Products. Bizagi will offer fee-based periodic training classes in order for Partner personnel to obtain and maintain such technical expertise, at Bizagi’s fees then in effect.

## 8. Trademarks.

- 8.1 Partner acknowledges and agrees that no license is granted under this Agreement to use or access any Bizagi Products, any of Bizagi’s proprietary technologies embodied therein, or any data, information or other content provided thereby. As between the Parties, Bizagi retains all right, title and interest in and to the Bizagi Products and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and Partner acknowledges that Partner neither owns nor acquires any rights in or to the Bizagi Products.
- 8.2 Without prejudice to the foregoing and subject to the terms and conditions of this Agreement, each Party (“Mark Owner”) hereby grants the other Party (“Mark Licensee”), a non-exclusive, nontransferable, royalty-free, worldwide license to use its Marks, solely during the term of this Agreement as necessary to perform the marketing and promotional obligations described herein. Any use of the other Party’s Marks shall be subject to the Mark Owner’s right to review and approve or reject in advance each proposed use of the Mark, and shall conform with any trademark usage guidelines, polices, or requirements provided by the owner of the Mark. Any rights not expressly licensed herein are reserved by the Mark Owner, and all use by the Mark Licensee shall accrue to the benefit of the Mark Owner. The Mark Licensee will not take any action that would conflict with or be contrary to the Mark Owner’s rights and interest in its Marks. Nothing contained herein shall be deemed to grant either party any right, title or interest in or to the other’s Marks other than the license granted herein. As between the parties, Bizagi acknowledges that Partner is the sole and exclusive owner of the Partner Marks, and Partner acknowledges that Bizagi is the sole and exclusive owner of its Marks.
- 8.3 Partner acknowledges the rights of Bizagi in the trademarks, business names and corporate signs used by them. Partner shall refrain from any acts which might damage the reputation of the marks of Bizagi. Partner shall refrain from acts aimed at registering or having registered such marks – or marks sufficiently similar to the same so as to pose a risk of confusion with these – in its own name, nor shall it claim and postulate rights in such marks.

## 9. Confidentiality.

- 9.1 “Confidential Information” means any non-public information or materials belonging to, concerning or in the possession or control of a Party or its Affiliates (“Disclosing Party”) that is furnished, disclosed or otherwise made available (directly or indirectly) to the other Party (“Receiving Party”), which is either clearly identified as confidential at the time of disclosure or is of a type that a reasonable person would recognize it to be confidential, including without limitation each Party’s respective business and marketing plans, technology and technical information, product designs, business processes, financial information (including costs, pricing, discounts policies, profit or margin information), inventions, research and development, employee skills and salaries, and customer information. The Parties agree to disclose only information that is required for the performance of obligations under this Agreement.

- 9.2 The confidentiality obligations of this Agreement do not apply to any information that: (i) is or becomes generally known to the public at the time of disclosure without breach of any obligation owed by the Receiving Party to the Disclosing Party; (ii) was rightfully known to the Receiving Party other than by breach of a confidentiality obligation prior to its disclosure by the Disclosing Party under this Agreement; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party, as substantiated by written evidence; or (iv) is lawfully received from a third party without an obligation of confidentiality.
- 9.3 Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized disclosure and use the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no event less than a commercially reasonable degree of care, (ii) the Receiving Party will not use the Disclosing Party's Confidential Information for purposes other than those necessary to exercise a right or fulfill an obligation of this Agreement, and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, attorneys, financial advisors, and agents who need such access for the Receiving Party to exercise a right or fulfill an obligation of this Agreement, who have been informed of the confidential nature of such information, and who are subject to confidentiality obligations no less stringent than those herein.
- 9.4 If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, such Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by law to disclose any Confidential Information, such Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.
- 9.5 The provisions of this Section 9 shall survive the termination of this Agreement for a period of five (5) years from such termination; provided that the confidentiality obligations for Confidential Information of a trade secret nature (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret.

## 10. No Representations.

- 10.1 Partner will not make any promises, representations or warranties about or on behalf of Bizagi or Bizagi products or services. Notwithstanding anything to the contrary, Bizagi shall not be bound by any term, condition or other provision in any agreement between Partner and any third party or in any purchase order or similar document of Partner. Partner receives no rights or interests in or to any Bizagi product, service or intellectual property through this Agreement.

## 11. Compliance.

- 11.1 Partner shall conduct operations in compliance with applicable laws, rules and regulations in exercising rights and obligations under any part of this Agreement. Laws may include but not be limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply.
- 11.2 Partner shall not obtain on Bizagi's behalf or provide to Bizagi any information which is not legally available, or which is procurement-sensitive, proprietary, or classified where there is a reason to believe that possession of such information is unauthorized, illegal, or unethical.
- 11.3 Partner must ensure that Bizagi is entitled to use any data or information about a Lead provided by Partner to a) realize the opportunity; b) for its internal business or any marketing purposes, provided the confidentiality of the Partner's and/or the Lead's trade secrets is maintained and; c) fulfil Bizagi obligations under this Agreement. Use of such data or information may include but shall not be limited to any marketing efforts (email, phone, mail contact) required to pursue the opportunity. Partner shall obtain the approval of the Lead and employees of the Lead and of its own employees in accordance with the applicable data protection law prior Bizagi's aforementioned usage of any data or information provided to Bizagi. Furthermore, where the consent of a third party or an individual is required, Partner shall ensure that such consent is given.
- 11.4 Neither Party will, directly or indirectly, make or offer bribes, kickbacks, or other payments of money or anything of value to anyone, including officials, employees, or representatives of any government, company, or public or international organization, or to any other third party, for the purpose of wrongfully obtaining or retaining business related in any way to Bizagi products or services.
- 11.5 Partner represents and warrants that it has no financial or ownership interest in Leads referred by Partner to Bizagi and that Partner will not personally gain from the conclusion of a Customer contract other than as set forth in this Agreement.
- 11.6 Partner guarantees that it has not been convicted of or pleaded guilty to an offense involving fraud, corruption or moral turpitude and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise ineligible for government procurement programs.

## 12. Term and Termination.

- 12.1 This Agreement shall continue in effect for a period of twelve (12) months, from the Effective Date ("Initial Term") and will be automatically extended for a further period of twelve (12) months (Extended Term).
- 12.2 This Agreement may be terminated by either Party for any or no reason upon written notice to the other Party thirty (30) days prior to the desired termination date (or with such minimum advance notice as required by mandatory applicable law).
- 12.3 Termination of this Agreement will not relieve either party of any then-accrued payment obligation to the other.
- 12.4 Upon termination of this Agreement for any reason, Partner agrees to immediately cease referring to themselves as an Bizagi Partner, promoting Bizagi Products, and using the Bizagi Logos and marketing materials, and shall return such materials to Bizagi within ten (10) business days. Partner shall have no rights or claims against Bizagi in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, Partner hereby irrevocably waives any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

## 13. Limitation of Liability

- 13.1 IN NO EVENT SHALL EITHER PARTY'S BE LIABLE TO THE OTHER, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATIONS, NEGLIGENCE AND, TO THE EXTENT PERMITTED BY LAW, STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS REVENUE OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BIZAGI'S TOTAL CUMULATIVE LIABILITY TO PARTNER FOR ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE PARTNER COMMISSIONS PAID IN THE PRECEDING TWELVE (12) MONTH PERIOD.

**14. Indemnity**

14.1 Partner shall defend and indemnify Bizagi, and any of its directors, officers or shareholders, from and against any and all liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements resulting from third party claims against Bizagi arising out of any act, default, misrepresentation or any omission of the Partner's part (including, without limitation, negligence and breach of this Agreement), or any of its agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

**15. Audit.**

15.1 In the event Bizagi has reason to believe that a breach of any provision of the Agreement has occurred or may occur, Bizagi shall have the right to audit the activities and records of the Partner in order to satisfy itself that no such breach has occurred. The Partner shall fully cooperate in any audit conducted by or on behalf of Bizagi.

**16. Contracting Legal Entity, Currency, Notices, Governing Law and Jurisdiction.**

16.1 The Bizagi contracting legal entity under this Agreement, the currency in which all applicable Partner Commissions will be paid, the address to which direct notices under this Agreement should be sent, what law will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such dispute or lawsuit, depend on where Partner is domiciled, as follows:

If Partner is domiciled in:	Partner is contracting with:	All applicable Partner Commissions will be paid in:	Notices should be addressed to:	The Governing Law is:	The Courts having exclusive jurisdiction are:
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean.	Bizagi Corp	US Dollars	3945 Freedom Circle, Suite 860 Santa Clara, 95054	The Laws of the State of Delaware	The Courts of the State of Delaware
A Country in Europe, the Middle East, Africa, or a Country in Asia or the Pacific region	Bizagi Limited	US Dollars	Building 3, 2nd Floor, Chiltern Park, Chiltern Hill Chalfont St Peter SL9 9FG	The Laws of England and Wales	The Courts of England and Wales

16.2 Each party agrees to the applicable governing law above without regard to the choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**17. Miscellaneous.**

17.1 **Assignment:** This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party shall assign this Agreement (or any part thereof) without the advance written consent of the other Party, except that Bizagi may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets. Any attempt to transfer or assign this Agreement except as expressly authorized under this section will be null and void.

17.2 **Severability:** In the event any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted, and the Parties agree that the other provisions of this Agreement shall not be affected and shall continue to be enforced.

17.3 **Entire Agreement:** This Agreement constitutes the full and complete understanding and agreement between Partner and Bizagi with respect to the subject matter of this Agreement and constitutes a full statement of the terms of their agreement. This Agreement supersedes all prior agreements and contemporaneous agreements, including any Software Reseller Agreement and/or Services Partner Agreement entered into by the Parties; provided, that if the Parties have entered into a Confidentiality and Non-Disclosure Agreement the terms of such agreements shall survive. Neither Party has relied upon any representation of the other not set forth herein as an inducement to enter this Agreement.

**EXHIBIT A**  
**BIZAGI PRODUCTS**

1) ON-PREMISES SOFTWARE

- Bizagi BPM Suite
- Bizagi Modeler
- Bizagi Studio
- Bizagi Automation Server

2) BIZAGI CLOUD SUBSCRIPTIONS

- Bizagi Modeler Services
- Bizagi Studio Services
- Bizagi Automation Service

3) BIZAGI TRAINING AND PREMIUM SUPPORT

- Instructor Led Bizagi Training
- Bizagi Premium Support