

**AFFILIATE REFERRAL AGREEMENT**

Welcome to the Vidyard PartnerStack Affiliate program (the “**Affiliate Program**”)! Your participation in the Affiliate Program is subject to the terms of this Vidyard PartnerStack Affiliate Agreement (the “**Terms**”). Please make sure that you read and understand the Terms. The Terms are a legal contract between you (“**Referral Partner**”) and Buildscale, Inc. (doing business as and referred to herein as “**Vidyard**”). .

The rights granted hereunder are conditioned upon your acceptance of the Terms. Please make sure that you read and understand the Terms. This agreement is a legal contract between you and Vidyard that specifically governs your participation in the Affiliate Program. By participating in the Affiliate Program, you are agreeing to the Terms. If you do not agree to the Terms, please do not click “I Agree” or participate in the Affiliate Program.

We may, at any time, modify the Terms. If we modify the Terms, we will post the modified Terms on our website or through the Affiliate Program. By continuing to participate in the Affiliate Program, you agree that you accept all of our modifications to the Terms. If you do not agree to (or cannot comply with) the new Terms, you may not join the Affiliate Program and/or will have your membership terminated.

1. Referral Partner hereby agrees to refer selected customers to Vidyard for the nonexclusive rights to supply goods and services to these individuals and/or companies (each a “**Referred Customer**” and/or a “**Referral**”).
2. Subject to the Terms set out herein, Referral Partner shall be entitled to receive a one-time commission (the “**Referral Fee**”) per Referred Customer. Such Referral Fee shall be set out on the Affiliate Program website, is solely set by Vidyard, and may be changed at will at any time by Vidyard by updating the Affiliate Program website.
3. **Referrals to Vidyard.** Vidyard agrees to pay Referral Partner a Referral Fee subject to the following requirements and exclusions:
 - 3.1 Vidyard shall provide Referral Partner a unique affiliate tracking link via the PartnerStack platform that Referral Partner may place on its site or promote through other social channels (the “**Affiliate Link**”) in order to direct Referred Customers to subscribe to the Vidyard platform. A transaction shall only qualify as a Referral if Referred Customer subscribes to the Vidyard platform using the Referral Partner’s Affiliate Link.
 - 3.2 Referral Partner shall assist Vidyard with customer commitment and initiation of technical evaluation of Vidyard solutions. Vidyard will provide to the Referral Partner a “Branding Guide” that must be followed by the Referral Partner when promoting the Vidyard solutions.
 - 3.3 COMPENSATION UNDER THESE TERMS CONTEMPLATES A ONE-TIME FEE PAYMENT BASED UPON THE REFERRED CUSTOMER’S INITIAL SUBSCRIPTION. REFERRAL PARTNER SHALL NOT BE ENTITLED TO REFERRAL FEES FOR ANY ADDITIONAL PURCHASES, ORDERS OR RENEWALS MADE BY THE REFERRED CUSTOMER (OR ANY OF ITS AFFILIATES) BEYOND THE INITIAL SUBSCRIPTION.
 - 3.4 IN NO EVENT WILL PAYMENT BE DISTRIBUTED TO REFERRAL PARTNER IN THE FORM OF A REFERRAL FEE UNLESS AND UNTIL SUCH TIME AS PAYMENT IS RECEIVED BY VIDYARD FROM CUSTOMER, UNLESS OTHERWISE SPECIFIED HEREIN, OR BY SPECIFIC WRITTEN ADDENDUM TO THESE TERMS. Vidyard shall not be responsible for any payment of Referral Fee, if the Referral Partner fails to provide accurate payment information. No late fees, interest or any other penalty shall be applied to any late or unpaid Referral Fee where non-payment is the result of inaccurate or outdated accounts receivable contact information or credit card information.
 - 3.5 The following shall be excluded from Referral Fees set forth in Section 2 herein:
 - a) any customers of Vidyard that were/are obtained without the assistance of Referral Partner or because of a future relationship Referral Partner may have with Vidyard’s customers; or
 - b) any work acquired by Vidyard from a Referred Customer outside the initial subscription using the Referral Partner’s Affiliate Link; or
 - c) late fees, interest, overages and taxes shall not be included in the amount upon which the Referral Fees is calculated; or
 - d) in the event that the Referred Customer has paid or will pay such commissions, referral fees or other compensation directly to Referral Partner; or



- e) the Referral Fee has been obtained by fraudulent means, misuse of the Affiliate Link, or by any other means that Vidyard deems to have breached the spirit of this Agreement.
- 3.6 Subject to change at any time by Vidyard in its sole discretion, Vidyard will pay Referral Partner its Referral Fees in aggregate on a quarterly basis. All Referral Fee payments hereunder shall be paid within forty-five (45) days of the end of the quarter for which such Referral Fee is to be paid, and subject to Vidyard policies. All Referral Fees shall be made in U.S. currency and payable to Referral Partner. The currency in which the Referral Fee is paid in may be different from the currency that applies to the Referral and Vidyard shall at its sole discretion determine the applicable conversion rate.
- 3.7 Referral Partner is responsible for payment of all taxes applicable to the Referral Fee. Referral Partner will be assessed sales tax unless it provides Vidyard with a valid certificate that indicates tax should not be applied to the Referral Fee.
4. Referral Partner represents and warrants that all content involving Vidyard's products and/or services will comply with all applicable laws, regulations and codes or practice in all relevant jurisdictions, including without limitation, the Competition Act (Canada). Referral Partner shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Vidyard, Vidyard's customers or to the public. Referral Partner shall ensure that all ads: (i) contain an appropriate disclosure of Referral Partner's material connection with Vidyard; (ii) are obviously labelled as marketing communications; and (iii) are based on and accurately reflect Referral Partner's actual experience and use of the Vidyard product and/or services. Referral Partner shall indemnify, defend and hold harmless Vidyard against any third-party claims relating to Referral Partner's breach of this Section 1 of Schedule 1.
5. Referral Partner will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, Referral Partner will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.
6. The referral arrangement between the parties is non-exclusive. Vidyard may engage other third parties to provide referrals during the Term and may independently develop relationships for which the other party will not be entitled to any Referral Fees.
7. The Term and termination of this Agreement shall be as follows:
- f) This Agreement will commence on the Effective Date and will continue for an initial term of ninety (90) days (the "**Initial Term**"). Following the expiry of the Initial Term, this Agreement will automatically renew for a term of twelve (12) months (each a "**Renewal Term**" and collectively referred to as the "**Term**"). Notwithstanding the foregoing, at any time during the Initial Term or a Renewal Term, either party may terminate this Agreement for convenience by providing at least fifteen (15) days prior written notice to the other.
 - g) Notwithstanding anything to the contrary elsewhere in this Agreement, either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within ten (10) days after receipt of written notice; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. Any violation of law is deemed a material breach of this Agreement.
 - h) Upon any termination or expiration of this Agreement: (i) all Referral Fees accrued to the date of termination shall be due and payable within forty-five (45) days; (ii) no Referral Fees shall be payable for subscriptions initiated after the date of termination.
8. Consistent with the understanding of the parties to this Agreement, Referral Partner and Vidyard are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Referral Partner and Vidyard. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
9. Upon Vidyard's prior written consent, Referral Partner may use Vidyard's trademark or logo solely in connection with the promotion of Vidyard's products and/or services on Referral Partner's site or social channels, provided that Referral Partner shall (i) only use such trademark or logo that we make available to you, without altering it in any way; (ii) only use such trademark or logo in accordance with Vidyard's Branding Guidelines; and (iii) discontinue use of Vidyard's trademark or logo immediately upon Vidyard's request. Referral Partner shall not (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of Referral Partner's services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.
10. It is understood that either party (the "Receiving Party") may receive confidential, proprietary and sensitive information ("Confidential Information") from the other party (the "Disclosing Party") in conjunction with providing the services hereunder. The Receiving Party agrees that it will not divulge any Confidential Information pertaining to the Disclosing Party's goods or services nor that of prospective or existing customers to any third party during the Term of this Agreement and for a period of five (5) years from date of the termination



of this Agreement, unless such Confidential Information is a trade secret of the Disclosing party which such obligations will be binding for so long as such Confidential Information remains confidential and/or a trade secret.

11. There Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, without regard to conflict of law principles. Vidyard and Referral Partner agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the courts of the Province of Ontario located in the City of Kitchener, and each of Vidyard and Referral Partner hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding. No cause of action arising hereunder or relating hereto may be brought more than two (2) years after it first accrues.
12. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile or mailed by registered or certified mail, return receipt requested, postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party, as well as emailed to Referral Partner at the email address provided by Referral Partner submitted to Vidyard. Such notice will be deemed to have been given as of: (i) the date it is delivered, if delivered by personal delivery; (ii) the next business day, if deposited with an overnight courier; (iii) upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail), if delivered by facsimile; and (iv) five days after being so mailed, if delivered by mail and email.
13. In the event any provision of these Terms, or portion thereof, shall be invalid, illegal or enforceable in any respect, such a provision, or portion thereof, shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.
14. Neither party shall assign this Agreement of any of its obligations or rights, in whole or in part, without the express written consent of the other party. However, Vidyard may assign this agreement, as well as any of its obligations or rights, to a successor entity resulting from a merger, acquisition or consolidation.
15. IN NO EVENT WILL VIDYARD BE LIABLE TO THE REFERRAL PARTNER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. VIDYARDS CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO \$1,000.00.
16. These Terms are the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements related to such subject matter.
17. Those provisions that by their nature should survive termination of this agreement, will survive termination of this agreement.
18. Unless otherwise expressly provided hereunder, all dollar amounts referred to hereunder shall refer to US dollars.