

KEAP AFFILIATE MARKETING PROGRAM

TERMS AND CONDITIONS

Last Modified May 1, 2025

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE KEAP AFFILIATE MARKETING PROGRAM. YOUR PARTICIPATION IN THE KEAP AFFILIATE MARKETING PROGRAM CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PARTICIPATE IN THE KEAP AFFILIATE MARKETING PROGRAM.

These Keap Affiliate Marketing Program Terms and Conditions and any Exhibits attached hereto make up the agreement between you and Company (together, the “**Agreement**”) regarding your participation in the Keap Affiliate Marketing Program (the “**Affiliate Program**”). By registering for and participating in the Affiliate Program, you acknowledge that you have read, understand, and agree to be bound by the Agreement. You represent that you have the authority to enter into the Agreement and are an authorized representative of a business entity authorized to conduct business by the jurisdiction in which it operates.

We may periodically update the Agreement. We might also choose to replace the Agreement in its entirety if, for example, the Affiliate Program changes, ends, or becomes part of an existing program. If we update or replace the Agreement, we will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as described below.

1. Definitions

“**Affiliate Lead**” means a customer prospect who clicks on the Affiliate Link and completes the action required for the applicable Company product as specified in the Affiliate Compensation Policies within the Cookie Duration.

“**Affiliate Link**” means the unique tracking link that we make available to you via the Affiliate Tool which you place on your site or promote through other channels.

“**Affiliate Compensation Policies**” means the policies applicable to payment of affiliates which are attached hereto as [Exhibit A](#) and may be updated by Company from time to time in accordance with this Agreement.

“**Affiliate Tool**” means the tool provided by PartnerStack Inc (“**PartnerStack**”) that we require you to use upon your acceptance into the Affiliate Program, for your use in tracking and managing your participation in and receipt of payments related to the Affiliate Program.

“**Commission**” means the fee we agree to pay you, as set forth in the Affiliate Compensation Policies, for each Affiliate Lead.

“**Company Content**” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services, as well as any documentation, marketing collateral, training or how-to videos, webcasts or other tutorials, product specifications, websites, or other materials or information about Company Products that we make available to you or to Affiliate Leads.

“**Company Marks**” means the trademarks (registered and unregistered) described in Exhibit B to this Agreement.

“**Company Products**” means both Keap and Other Products.

“Keap” means our web-based small business CRM and marketing automation software that is subscribed to, and developed, operated, and maintained by us, accessible via <http://www.keap.com>, or another designated URL, and add-on products to such software. For the purposes of this Agreement, Keap does not include any products sold by Company under a non-Keap brand or any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

“Laws” means all applicable federal, state, provincial county and local statutes, laws, ordinances, regulations and codes in the United States, Canada, and your jurisdiction.

“Other Products” means those products and services that we offer, which are not included with Keap (as defined above), that we allow you to promote per the Affiliate Compensation Policies.

“Program Policies” means any additional requirements for the Affiliate Program as set forth in the Affiliate Tool.

“We”, “us”, “our”, and “Company” means:

1. Thryv, Inc., if you reside or have your principal place of business in the United States, Australia, Barbados, or the Cayman Islands.
2. Thryv Canada Holdings, LLC if your principal place of business is Canada.

“You” and “Affiliate” means the party, other than Company, entering into this Agreement and participating in the Affiliate 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.

3. Affiliate Acceptance

Once you complete an application to become an Affiliate, we will review your application and notify you if you have been accepted to participate in the Affiliate Program. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements before we accept your application. If we do not notify you that you are accepted to participate in the Affiliate Program within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the Affiliate Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria set out in the Program Policies, if applicable. Failure to complete any enrollment criteria 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 Affiliate Program.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

In order to use the Affiliate Tool, you are required to agree to PartnerStack’s terms and conditions. You (i) acknowledge and agree the Affiliate Tool is provided to you by PartnerStack and not us, and (ii) agree to the terms and conditions located at <https://www.partnerstack.com/policies#terms-of-service> (“**PartnerStack Terms**”) which

govern your use of the Affiliate Tool, and (iii) we have no liability related to your use or PartnerStack's provision of the Affiliate Tool except as expressly provided herein.

4. Affiliate Leads.

- 4.1. We will pay you a Commission for each new Affiliate Lead unless, in our reasonable determination:
- (i) you are not in compliance with the terms of this Agreement or to the extent you become ineligible to receive Commissions pursuant to the terms of this Agreement;
 - (ii) such compensation is disallowed or limited by Law or regulation of the jurisdiction where you are located;
 - (iii) the Affiliate Lead has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Program Policies that we make available to you, misuse of the Affiliate Tool or by any other means that we deem to breach the spirit of the Affiliate Program; or
 - (iv) at the time of submission or sixty (60) days prior, the Affiliate Lead is/was a pre-existing customer of Company or any of its affiliates, or is/was involved in our active sales process, or has already participated in a demo of Keap, either via your link or by any other means.

Notwithstanding anything contained in this Section to the contrary, we may reject any Affiliate Lead in our sole discretion, in which case you will not be entitled to a Commission.

- 4.2. Once we have received the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid as per the terms herein. Any engagement between Company and an Affiliate Lead will be at Company's discretion.

5. Restricted Business Types

You acknowledge that Company Products may not be sold to businesses engaged in providing products or services of the following types: services of an "adult" nature, Cannabis or cannabis derivatives, pharmaceuticals; and dangerous products, such as guns or firearms. You also acknowledge that certain features or functionalities of Company Products may be restricted from use by businesses of certain types at our sole discretion.

6. Commissions; Requirements for Payment; Forfeiture; Taxes.

- 6.1. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally accepted through the Affiliate Tool); (ii) completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions, (iii) have a valid and up-to-date payment account and updated the Affiliate Tool with such account (iv) completed any and all required tax documentation in order for Company to process any payments that may be owed to you.
- 6.2. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in Section 6.1(i-iv) remain outstanding for six (6) months immediately following the generation of an Affiliate Lead, then your right to receive Commissions arising from any and all Affiliate Leads will be forever forfeited (each, a "**Forfeited Transaction**"). We will have no obligation to pay you a Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in Section 6.1(i-iv), then you will be eligible to receive Commissions for Affiliate Leads, as long as the Affiliate Leads do not involve the same customer associated with a Forfeited Transaction.
- 6.3. Payment. We will pay PartnerStack the Commissions due to you in accordance with the Affiliate Compensation Policies for any Commissions that you become eligible for according to Section 4 above. All payments will be

paid in US dollars. We will not pay more than one Commission on any given Affiliate Lead. PartnerStack's obligation to pay such Commissions to you shall be governed by the PartnerStack Terms.

- 6.4. Taxes. You are responsible for payment of all taxes applicable to the Commissions. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Notwithstanding the foregoing, where we are contracting with you as Thryv Canada Holdings, LLC, if we are required by law to collect any Canadian federal or provincial sales, use, excise, value added or similar taxes, duties, charges ("**Canadian Sales Taxes**") from you and we invoice you for such taxes in addition to the charges upon which the taxes are calculated, you will pay all such amounts to us. If any part of your Commissions are subject to Canadian Sales Taxes and we do not invoice you for such taxes, you shall report and pay any such applicable Canadian Sales Taxes to the proper governmental authority and shall provide reasonable proof of same upon our request.
- 6.5. Commission Amounts. We reserve the right to alter or change the Commission amount. We will post all information regarding the Commission amount on the Program Policies.

7. Trademarks/Marketing

- 7.1. Affiliate Marks. You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos ("**Affiliate Marks**") in connection with the Affiliate Program and this Agreement.
- 7.2. Company Marks. Company hereby grants to Affiliate a non-exclusive, revocable right and sublicense to use the Company Marks for the sole purpose of marketing, promoting, and advertising the applicable Company Product. The Company Marks are owned by or licensed to Company, with permission to sublicense, by one or more licensors or Company affiliates. Affiliate will not attach any additional trademarks, marks, or trade names to any Company Products and shall not use Company Marks as part of Affiliate's trademarks, service marks or trade names or in any other manner that would tend to imply that Affiliate has an affiliation with Company, other than as set forth in this Agreement or approved in writing by Company. Affiliate will do nothing to disparage or diminish the value of the Company Marks, and Affiliate shall not use, register or attempt to register any confusingly similar mark or name, including any domain name that contains the Company Marks or any confusingly similar verbiage or any keywords that use the Company Marks. Affiliate shall not have the right to sell, assign, transfer, sublicense, convey, or encumber the license to use Company Marks granted hereunder, and any such sublicense, sale, assignment, transfer, conveyance, or encumbrance shall be null and void unless approved by Company in writing in advance of such transaction.
- 7.3. Company Review and Approval. Affiliate's use of Company Marks will at all times comply with the brand guidelines of Company (located at <https://sites.google.com/keap.com/brand-guide-for-keap-partners/home>, and/or such other URL as Company may designate from time to time), and the Program Policies, both of which may be amended by Company upon notice to Affiliate. Any proposed use by Affiliate of the Company Marks must be reviewed and approved in writing by Company prior to Affiliate use.
- 7.4. Title. Company, one of its affiliates, or licensors, as applicable, retains the ownership of all right, title and interest in and to the Company Marks and all copyrights and other proprietary rights therein and Affiliate shall acquire no rights therein. Any and all benefits arising from Affiliate's use of the Company Marks, including the development of goodwill in the Company Marks shall accrue to and be for the sole benefit of Company, its affiliates, or licensors that owns the applicable Company Mark.
- 7.5. Termination. The license to use Company Marks will terminate and Affiliate will immediately cease using Company Marks upon (1) Company providing notice to Affiliate of its intent to terminate the license, or (2) expiration or termination of the Agreement, whichever occurs first.
- 7.6. Company requires that Affiliate use only the marketing materials made available by Company via the Affiliate Tool to promote the Company Products. No re-sampling or other attempted duplication is allowed and no alterations, modifications, cropping or additions to the marketing materials are permitted.
- 7.7. Unless authorized in writing by Company, Affiliate will not bid on or purchase keywords, search terms, or other identifiers, including the words 'Thryv', 'Keap', 'Infusionsoft', 'www.keap.com', 'keap crm', 'keap

marketing automation', any other trademark or brand name of Company or any variations or misspellings of any of these words ("**Prohibited Keywords**") or otherwise receive any paid search results using the Prohibited Keywords. Affiliate will enable negative keyword matching for all Prohibited Keywords. Affiliate will not use Prohibited Keywords in any display URL content. Affiliate may not direct link to a Company sales page or the Affiliate Link from any paid advertising.

8. Proprietary Rights.

- 8.1. Company's Proprietary Rights. No license to any software is granted by this Agreement. Keap, Company Content, the Company Marks, as well as any websites or other interfaces we use to support, market, take orders, sell or fulfill sales of Company Products, or to administer the Affiliate Program (excluding the Affiliate Tool), or any additional trademarks or marketing materials we use but do not provide for your use hereunder (collectively, the "**Company Materials**") belong to, and are the property of, us (or our licensors, if any) and are protected by intellectual property laws. We retain all ownership rights in the Company Materials. You agree not to copy, rent, lease, sell, distribute, provide unauthorized access to or create derivative works based on the Company Materials, in whole or in part, by any means, except as expressly authorized in writing by us.
- 8.2. Affiliate Tool. The Partner Tool belongs to, and is the property of, PartnerStack and is protected by intellectual property laws.
- 8.3. Feedback. Any questions, comments, suggestions, ideas, original or creative materials or other information you provide about Company Materials or our products or services (collectively, "**Feedback**"), is non-confidential and will become the sole property of Company. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. Confidentiality

- 9.1. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), (i) whether orally or in writing, that is designated as confidential, (ii) which is otherwise known by the Receiving Party to be confidential or proprietary, (iii) which the Receiving Party should otherwise recognize as being confidential or proprietary due to the nature of the information and/or the circumstances surrounding the disclosure. For the avoidance of doubt, Company customer and prospect information, whether or not otherwise designated as confidential, is the Confidential Information of Company. Confidential Information does not include information which (a) is in, or enters the public domain without breach of this Agreement, (b) the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (c) was lawfully in the Receiving Party's possession, without restriction as to disclosure, prior to the Disclosing Party's disclosure of the same, or (d) is developed independently by the Receiving Party without reference to any of the Disclosing Party's Confidential Information or other information that the Disclosing Party disclosed in confidence to a third party.
- 9.2. The Receiving Party shall (i) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party and binding such third party to a confidentiality agreement with terms no less restrictive than the terms contained herein, (ii) use Confidential Information only for the purposes of this Agreement, (iii) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (iv) restrict access to Confidential Information to employees on a need-to-know basis, and only in order to perform any services or analysis necessary to fulfill the Receiving Party's obligations hereunder. Notwithstanding the foregoing, the Receiving

Party may disclose Confidential Information as required by government or judicial order, provided that the Receiving Party gives the Disclosing Party prompt notice of such order (if legally allowed) and complies with any protective order (or equivalent) imposed on such disclosure. In the event of inadvertent disclosure of Confidential Information, the Receiving Party will promptly notify the Disclosing Party and will take necessary steps to prevent further inadvertent disclosure.

10. Term and Termination

- 10.1. Term. The term of this Agreement will begin upon the date in which we notify you that you have been accepted in the Affiliate Program and will continue until terminated as provided herein (the “**Term**”).
- 10.2. Termination Without Cause. Either party may terminate this Agreement on seven (7) days written notice to the other party for any or no reason.
- 10.3. Termination for Cause. We may terminate this Agreement: (i) upon five (5) days’ notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) 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, (iii) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (iv) 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.
- 10.4. Effects of Expiration/Termination. Except as expressly set forth in this Section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Expiration of this Agreement, and termination of this Agreement: (i) without cause by us, or (ii) by you with cause, shall not affect our obligation to pay you a Commission, so long as the Affiliate Lead is generated prior to such date of such termination or expiration. In the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commissions will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive a Commission prior to the date of termination. Upon termination or expiration, Affiliate Leads are not considered valid, and we may choose to maintain the same in our database and engage with such a customer and/or prospect. Upon termination or expiration, you will immediately discontinue all use the Company Marks and remove references to this Affiliate Program from your website(s) and other collateral.

11. Affiliate Representations and Warranties

You represent and warrant that: (i) you meet the qualifications and criteria to participate in the Affiliate Program and all information you provided in your application to the program and upon registration of your affiliate account is true and accurate and will remain so at all times during the Term or you will immediately notify us of any changes; (ii) your participation in the Affiliate Program will not conflict with any of your obligations under a third-party agreement or other arrangement or any fiduciary or other duty you owe to a third-party company or other entity or cause a conflict of interest; (iii) in relation to your participation in the Affiliate Program, including your marketing of Company Products hereunder, you will comply with any and all applicable Laws; (iv) you own or have sufficient rights to use and to grant to us the rights granted herein to use the Affiliate Marks, (v) you will, at all times, conduct yourself in a professional and respectable manner in accordance with the accepted community standards, and will 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, and will take no action or inaction that is likely to disparage or harm the reputation of Company or our products and services; (vi) you will not refer any customer who you know or believe may use Company Products for any illegal purpose; (vii) you will not use the Company Materials for any illegal purpose; (viii) you will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests from potential customers, and you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests you receive in relation to your marketing efforts for Company Products.

12. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "**Claim**") 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 Claim is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, including a breach of Section 11 and for any representation that is false, (d) your use of the Affiliate Tool, or (e) our use of the Affiliate 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.

13. Disclaimers; Limitations of Liability

13.1. Disclaimer of Warranties. THE COMPANY PRODUCTS AND AFFILIATE TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE COMPANY PRODUCTS AND THE AFFILIATE TOOL, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATED COMPANIES, VENDORS, AGENTS, AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE COMPANY PRODUCTS, COMPANY CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIS) AND THE AFFILIATE TOOL MAY NOT BE AVAILABLE AT ALL TIMES.

13.2. No Indirect Damages. TO THE MAXIMUM 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. THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY REGARDLESS OF THE NATURE, TYPE OR FORM OF THE CLAIM, WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE. THE LIMITATION OF LIABILITY IN THIS SECTION 13.2 SHALL NOT APPLY TO AFFILIATE'S OBLIGATIONS UNDER SECTION 12, INDEMNIFICATION.

13.3. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE LESSER OF (I) THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED TRANSACTIONS IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM, AND (II) \$1,000 USD.

14. Cookie Duration

COOKIES USED AS PART OF THIS AFFILIATE PROGRAM HAVE A 120 DAY DURATION ("**Cookie Duration**"). IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, COMPANY SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

15. 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 or expiration of this Agreement. Both you and we acknowledge that (i) any newspaper or other 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.

16. General

- 16.1. Amendment; No Waiver. We may need to periodically update this Agreement and we reserve the right to do so. We might also choose to terminate or replace the Agreement in its entirety if, for example, the Affiliate Program changes, ends, or becomes part of another program. If we end, update or replace the Agreement or any part of it we will let you know via electronic means, which may include notification in the Affiliate Tool or by email to the address you provided us or as otherwise provided in the Notices section below, prior to any change. If we change this Agreement, the "Last Modified" date, above, will be updated to reflect the date of the most recent version. If you don't agree to any update, change or replacement we make, you can choose to terminate as described in Section 10, Term & Termination. 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.
- 16.2. Waiver of Class Action and Jury Trial and Consent to Binding Arbitration.
- 16.2.1. Where you are contracting with Thryv, Inc. and you are not located in Australia: **In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury.** Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe) will be referred by the aggrieved party to **binding arbitration under the Commercial Rules of the American Arbitration Association (AAA).** **The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location.** **The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.**
- 16.2.2. Where you are contracting with Thryv Canada Holdings, LLC: Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe) will be referred by the aggrieved party to **binding arbitration under the Arbitration Act (1991).** **The arbitration shall occur in Toronto, Canada unless we mutually agree to another location.**
- 16.2.3. If you are located in Australia, Section 16.2.1 does not apply to you.
- 16.2.4. The above-mentioned arbitration provisions shall not apply to and will not bar litigation regarding any claims to prevent the expiry of a limitation period, or either party from seeking and obtaining from a court of competent jurisdiction any equitable, interim, or provisional relief, including a temporary restraining order or other injunctive relief, to prevent a party's material breach or non-performance, or specific performance. Either party may at any time, without inconsistency with this Agreement, seek from a court of competent jurisdiction any equitable, interim or provisional relief only to avoid irreparable injury.
- 16.3. Governing Law and Jurisdiction. You agree that:
- 16.3.1. Where you are contracting with Thryv, Inc. and you are not located in Australia, the Agreement will be governed by Texas law. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 16.2 will be in the state and federal courts located in Tarrant County, Texas.
- 16.3.2. Where you are contracting with Thryv Canada Holdings, LLC, the Agreement and any dispute arising out of or related to this Agreement, will be governed exclusively by the laws of Ontario and

applicable Canadian federal laws, without regard to its conflicts of laws rules. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 16.2 will be in the provincial and federal courts located in Toronto, Ontario.

- 16.3.3. Where you are contracting with Thryv, Inc. and you are located in Australia, the Agreement will be governed by the laws of Victoria, Australia, without regard to the conflict of laws provisions thereof. Exclusive venue and jurisdiction for all claims and disputes in connection with this Agreement will be in the state and federal courts located in Victoria, Australia.
- 16.4. 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.
- 16.5. Time Limited on Claims Permitted. Except for actions for nonpayment, breach of a party's proprietary rights, or a party's indemnification obligations, 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 or should have been discovered using reasonable diligence.
- 16.6. Independent Contractor. Affiliate is an independent contractor of Company and not its employee, agent, partner, or joint venturer. Affiliate and its Personnel are not eligible to participate in any of Company's employee benefit or similar programs, and the exclusive consideration payable by Company to Affiliate for the provision of referrals will be the Commissions described herein. "**Personnel**" means employees, subcontractors, agents, and other Affiliate resources. Affiliate warrants that it will comply with all laws, regulations and contracts regarding employment and taxes so as to relieve Company fully from and protect and indemnify it against all cost, responsibility or liability for any actual or claimed noncompliance. Affiliate shall fully inform all of its employees, officers and agents performing referrals that they will not be considered employees of Company for any purpose, and that Company shall not be liable to any of them as an employer in any amount for any claims or causes of action arising out of or relating to this Agreement. Affiliate is responsible for all of its wages, taxes and fees, including without limitation taxes on Referral Company's revenues or income.
- 16.7. 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 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 Company 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 Company Products to prohibited countries or individuals or permit use of the Company Products by prohibited countries or individuals.
- 16.8. 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.
- 16.9. 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, or if sent to you via email, one day after the email is sent.

To Company:

If you are not located in Australia: Thryv, 2200 West Airfield Dr. PO Box 619810, DFW Airport, TX 75261.
Attention: Contract Management

If you are located in Australia: Thryv Australia, Locked Bag 2910, Melbourne VIC 3001

To you: your address as provided in our affiliate account information for you.

We may give electronic notices specific to you by email to your e-mail address(es) 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.

- 16.10. Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, 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 Company Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Company Products.
- 16.11. 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.
- 16.12. 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.
- 16.13. 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.
- 16.14. Survival. The respective obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including, but not limited to, confidentiality and indemnification obligations, will survive termination, cancellation or expiration of this Agreement.

EXHIBIT A – Affiliate Compensation Policies

Commissions and Commission payouts based on the Company Product will be as follows:

<u>Company Product</u>	<u>Required Action by Affiliate Lead</u>	<u>Commission</u>	<u>Commission Payout</u>
Keap	Purchased a paid subscription of the Company Product	20% of the monthly subscription fees paid by the Affiliate Lead for the prior month so long as the Affiliate Lead keeps its Company Product subscription active and current.	Commissions will be paid monthly for fees earned in the prior month for up to 12 months

EXHIBIT B – COMPANY MARKS

1. Keap® and the logo below are the Company Marks.
2. Any and all use of the Company Marks must comply with the Keap Brand Guidelines located here (as may be updated from time to time): <https://sites.google.com/keap.com/brand-guide-for-keap-partners/home>

Logo:



A Thryv, Inc. Brand