



REFERRAL TERMS

1. Referral Commissions.

- 1.1. Referral Commission Percent ("Commission"). Commissions shall be as set forth in the ORF. Unless otherwise agreed in the ORF, Referrer will not receive a Commission for referral opportunities that are referred to another partner.
- 1.2. Commission Calculation. Flexera will pay Referrer the Commission based on net license fees for each ORF for an End User that enters into a definitive agreement with Flexera for the license of Flexera products. Commissions will only be paid on the first year for subscription license sales. Commissions shall be based on the amount actually paid by the End User to Flexera, and excludes, without limitation, any fees for support, maintenance, training, professional services or any other service, and any amounts reserved, allocated, or withheld for taxes. In no event shall Flexera have any liability to Referrer whatsoever in the absence of a fully executed ORF, even if Referrer provides Flexera with information which contributes or may contribute to a sale. Referrer shall not be entitled to any reimbursement of any expenses or for any other payment or compensation of any type for referrals other than payment of the Commissions as stated above.
- 1.3. Payment of Commissions. Commissions under this section shall be due at the end of the calendar quarter during which Flexera receives payment of any fees from the applicable End User, and shall be due based on the amount paid in that quarter (e.g., if an End User is paying Flexera in installments, then Flexera will pay Referrer its Commission on each installment following receipt of payment from the End User). If payment is received by Flexera in the last month of a quarter, payment shall not be due to Referrer until the end of the calendar quarter following the current quarter. Amounts related to contingencies that are subject to refund will be held back until the contingencies are satisfied for both GAAP revenue recognition and legal requirements. Flexera will have no payment obligation to Referrer (i) until Flexera receives payment from the End User or (ii) if Flexera reasonably concludes that payment of a Commission would result in payments to multiple parties, or reasonably determines that payment to Referrer would otherwise be adverse to its business interests.

2. Opportunity Registration Form. For a potential End User to qualify for a Commission, Referrer must fill out and sign an ORF and deliver the ORF to Flexera. No Commissions will be payable if an ORF is not signed by both parties; Flexera may decline to sign an ORF in its sole discretion. In the event of a conflict between the terms of the ORF and the terms of any other agreement in place between Referrer and Flexera, the terms of the ORF will apply.

- 2.1. Expiration of ORF. Flexera will have no payment obligation to Referrer upon expiration of the ORF set forth above or if more than six (6) months have elapsed from the execution of the ORF.
- 2.2. Scope of ORF. The ORF applies only to the exact account and project specified therein and shall not apply to any other sale (including, without limitation, any sale to any related party, alternate department, organization or affiliate, or any subsequent, additional or renewal sale to the same party). For the purpose of clarity, if the project expands in size, the ORF applies only to the originally scoped transaction identified in the ORF and not to the expanded project.

3. End User Management. Once the ORF has been signed by Flexera, all subsequent contact with the End User with respect to the products defined in the ORF shall be at the direction of Flexera. At a minimum, Referrer must actively introduce Flexera's sales contact to an executive with budgetary responsibility for the department that would license the Flexera product and arrange an initial meeting with that executive. Additional requirements may be identified in the ORF.