

## BLUIP REFERRAL PARTNER AGREEMENT

This BluIP Referral Partner Agreement, including all schedules, exhibits, addendum, exhibits, linked URLs and the like (“Agreement”) describes the terms and conditions under which the named partner on Schedule 1, the Partner Relationship Terms (“Partner”) becomes a member of the BluIP, Inc. (“BluIP”) Partner program as a Referral Partner. The effective date of this Agreement (“Effective Date”) shall be the last date upon which this Agreement is executed. Defined terms as set forth in this Partner Agreement or are as commonly understood in the telecommunications industry.

**BY EXECUTING THIS AGREEMENT, AND WITHOUT LIMITING THE FOREGOING, PARTNER EXPRESSLY AGREES TO FOLLOW AND TO BE BOUND BY THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT (“REFERRAL AGREEMENT TERMS AND CONDITIONS”), AND THE APPLICABLE BLUIP POLICIES ALL OF WHICH ARE HEREBY INCORPORATED. THE TERMS AND CONDITIONS ARE LOCATED AT [HTTPS://WWW.BLUIP.COM/LEGAL](https://www.bluip.com/legal) OR ARE ACCESSIBLE BY CLICKING “REFERRAL AGREEMENT TERMS AND CONDITIONS.” THE BLUIP POLICIES ARE LOCATED AT [HTTP://WWW.BLUIP.COM/LEGAL](http://www.bluip.com/legal) OR ARE ACCESSIBLE BY CLICKING “POLICIES.” THE BLUIP POLICIES APPLICABLE TO THIS AGREEMENT ARE THE BLUIP: ACCEPTABLE USE POLICY OR “AUP,” TERMS OF USE AND PRIVACY POLICY. PLEASE READ ALL DOCUMENTS COMPRISING THIS AGREEMENT CAREFULLY. THE PERSON ENTERING INTO THIS AGREEMENT, ON BEHALF OF PARTNER, CONFIRMS, WARRANTS AND REPRESENTS THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING ALL OF THE REFERRAL TERMS AND CONDITIONS, AND HAVE THE AUTHORITY TO BIND PARTNER AND ITS RELATED PARTIES HERETO.**

### 1. Partner Fees

- a. **Payment Conditions.** “Partner Fees” will be paid to Partner if the following conditions have been satisfied: (i) this Agreement is not terminated (other than with respect to surviving Partner Fees due and owing prior to termination); (ii) Partner is in good standing under the Agreement with no outstanding defaults; and, (iii) a Referral has occurred.
- b. **Calculation.** Partner Fees will be equal to the applicable Referral Percentage (stated Table 1 of Schedule 1) of all invoiced and collected MRC (other than listed in the below “Exclusions”) for the following fully executed Customer service orders: (i) the applicable order for was for non-“Excluded” BluIP products and services, with a minimum initial term of one year; (ii) Customer charges became due and were timely paid to BluIP for a Referral (iii) in lieu of the above subsection (i): (A) the applicable order for was for non-“Excluded” BluIP products and services, with a renewal term or service addition, term extensions, or service expansion, either for a minimum term of one year (each or collectively “Additional Order”), provided that, (B) BluIP has determined, in its sole and reasonable discretion, that in respect of such Additional Order, Partner has continued to perform Service Obligations, fulfilled the Referral Obligations is entitled to Partner Fees under the above Section 1 (a). Partner Fees will be paid on a quarterly basis, within sixty (60) days of the end of the applicable quarter.
- c. **Initial and Standard Referral Percentages, and Accelerators.** “Accelerators” are upticks to the Standard Percentage. Applicable Referral Percentages/Accelerators will be applied to the invoiced and collected MRC (less Exclusions,) (“Collected MRC”) as follows.
  - i. **Initial Quarter.** For the first calendar quarter (or portion thereof, if applicable) of this Agreement, Partner Fees will be calculated at the Authorized Accelerator Tier.
  - ii. **Subsequent Quarters.** Starting with the second full calendar quarter, on a calendar quarter-by-quarter basis, Partner Fees will be calculated, applicable to all Partner Fees paid that quarter, utilizing the Referral Percentage corresponding to the applicable level of that quarter’s “New MRC” (See, Table 3 in the attached Schedule 1). Please note that Collected MRC is not cumulative for purposes of applying an Accelerator; only the new, Collected MRC from the then-current quarter (“New MRC”) will be used to determine the Accelerator Tier for all of the Partner Fees to be paid for that quarter.
  - iii. **Accelerator Requirements.** A Referral Percentage will be increased only if a new Referral occurs, within the applicable quarter, resulting in New MRC within a higher range than that of the previous quarter. New MRC ranges, Accelerator Tiers and Referral Percentage are listed in Table 3 of Schedule 1.
  - iv. **Reductions.** Notwithstanding the foregoing, an Accelerator Tier will be lowered as follows. (A) If the New MRC realized in a particular quarter is less than the New MRC from the immediately prior quarter, then all Partner Fees, payable for the then-current quarter, will be calculated using the lower Accelerator Tier applicable to the then current-quarter’s New MRC; (B) if no new Referrals have occurred in a quarter, then all Partner Fees, payable for that quarter, will be calculated using the Standard Percentage.
  - v. **Example.** For example, assume that March 15th is the Effective Date. Q1, therefore, is deemed to be March 15th through June 30th. The Authorized Percentage will be paid on the Collected MRC for all Referrals generated in Q1. In Q2 (i. e., July 1st-September 30th), Partner’s New MRC totals \$US25,000. The Elite Tier Referral Percentage will apply all to Collected MRC in Q2, to calculate Partner Fees payable for Q2. In Q3, no new Referrals have occurred. The Standard Tier Referral Percentage will apply all to all Collected MRC in Q3, to calculate Partner Fees payable for Q3.

### 2. Exclusions

- a. **Collectability.** Commissionable sales do not include, and BluIP will not owe or pay Partner Fees on any Customer payments that are not timely collected or are uncollectible.
- b. **Credit and Return of Partner Fees.** In the event that Partner Fees are paid on revenue prior to collection of such revenue, and it is later determined that such revenue is not collectible, or the Partner Fees were paid after termination, then such amount of Partner Fees previously paid shall, at BluIP’s option, be: (i) credited against fees or revenue otherwise due to Partner under any agreement; or, (ii) returned to BluIP by Partner within thirty (30) days of BluIP’s invoice therefor.
- c. **Product and Service Exclusions.** For purposes of clarity, and without limiting anything set forth in this Agreement, the following products and services, service elements, charges, and all items not specifically referenced in the applicable Customer ordering documents are not included when calculating Partner Fees (e.g., no Partner Fees will be paid for the sale thereof): Promotional and Discounted MRC; Move Change, Delete or Add requests; NRC; Residential services; Directory services; Equipment; Rental/Lease fees; E911 fees; USF Fees, and other surcharges, taxes and other governmental fees; Customer Premise Equipment (CPE) fees; Regulatory recovery fees; Access Loops (leased facilities from End User to BluIP point of presence); provisioning, installation, implementation, professional services and support revenue (unless included as an indistinguishable part of MRC); Third Party services, applications, urls to Third Party products and/or services, and the like whether or not any of them are resold by BluIP to Customer or otherwise provided by BluIP to Customer, and whether or not such Third Party services, etc. are deemed part of the MRC; Customer charges incurred as a result of cyber crime, including fraudulent or theft of service; products and services ordered by Partner for its own use, or for use by Partner’s parent company, subsidiaries other affiliates, or other Partner related parties; and, Partner Fees, if considerations are already being provided under any pre-existing agreement between Partner and BluIP.

### 3. Reductions

Partner acknowledges and agrees that applicable Partner Fees will be reduced as follows: (a) allocation where BluIP determines that two or more parties, including Partner, share responsibility for any part(s) of a Referral; or, (b) pursuant to mutual good faith negotiation if it is determined by BluIP in its sole, commercially reasonable and good faith discretion that product/service is a high cost item, or that the price for product/service must be discounted to procure a Customer.