

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> OR ARE ACCESSIBLE BY CLICKING “[REFERRAL AGREEMENT TERMS AND CONDITIONS](#).” THE BLUIP POLICIES ARE LOCATED AT <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.

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; Usage charges; 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 (even if included as part of MRC, unless included as an indistinguishable part of MRC); products services service elements and the like, first made generally commercially available on or after January 1, 2021, unless, on a case-by-case basis, if at all, BluIP otherwise deems the same to be included; 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) if it is determined by BluIP in its sole, commercially reasonable and good faith discretion that the product/service is a high cost item or that the price for the product/service or must be discounted to procure a Customer.

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**SCHEDULE 1
PARTNER RELATIONSHIP TERMS**

This Partner Relationship Terms Schedule (“Schedule 1”) incorporates by reference the Agreement including, without limitation, all schedules, URLs and other linked documents, addenda, exhibits, and the like incorporated therewith. The Agreement including all incorporated and incorporating documents, are hereby executed, and collectively comprise the terms and conditions for the Agreement. Any capitalized terms used in this Schedule 1 which are not otherwise defined herein, are as defined in the Agreement, and if not therein defined, are as commonly understood in the telecommunications industry. The terms of this Schedule 1 shall supersede any conflicting terms elsewhere in the Agreement, but only for purposes of the subject matter of this Schedule 1.

PARTNER INFORMATION

Partner name: _____

DBA (Doing Business As) or Other Name: _____

Address: _____

Email: _____

Headquarters Telephone number: _____

Headquarters Fax number: _____

Country / State of incorporation: _____

Primary Contact Name: _____

Primary Contact Title: _____

Primary Contact Email: _____

Primary Contact Phone: _____

TABLE 1 – REFERRAL PERCENTAGE

ADDITIONAL NOTES/TERMS/CONDITIONS

The parties have caused the Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

BluIP, Inc. and its affiliates (“BluIP”)

Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____