

## Terms - Sprig Customer Referral Program

Last Updated: December 5, 2023

This Sprig Referral Program Agreement ("Agreement") is entered into by Sprig Technologies, Inc. ("Sprig") and the individual or legal entity ("Participant") making a referral to the Sprig customer referral program (the "Program") in accordance with the terms below. This Agreement governs Participant's participation in the Program. You represent and warrant that: (i) you have full legal authority to enter into this Agreement; (ii) you have read and understand the Agreement, and (iii) you agree to the terms of this Agreement. If you do not have legal authority to enter into this Agreement or do not agree to these terms, this agreement will be null and void.

This Agreement is effective between Participant and Sprig as of the date Participant electronically accepts this Agreement.

### 1. Definitions

"Eligible Referral" means an eligible net new customer lead for the direct purchase from Sprig of a contract for an Enterprise Plan of the Services, where such lead is a company headquartered in the Territory and has at least 150 employees, excluding Ineligible Referrals.

"Ineligible Referrals" means government officials, government owned or -controlled entities and any of their employees, political parties and candidates, Services customers of resellers, any other individuals or entities already customers (past or present) of Sprig, and Sprig representatives, agents or employees.

"Participant" means a member of the Program who currently utilizes an Enterprise Plan of the Services, and who has a primary place of business or residence in the Territory that is a business, entity, or other individual with a valid tax ID number but may not include (i) government officials, government owned or -controlled entities and any of their employees, (ii) political parties and candidates, and (iii) representatives, agents, or employees of Sprig.

"Referee" is the individual who was referred by the Participant, and who holds a manager level or above role in product management, user research, or product design at the Referral company.

"Referral" is a new customer lead for Services submitted by Participant to Sprig.

"Referral Rewards" means the Goody credits redeemable at [www.ongood.com](http://www.ongood.com) to be provided by Sprig to Participant for Eligible Referrals that result in a Valid Transaction.

"Services" means Sprig's user insights platform and related applications, products and services made available by Sprig, excluding any third-party applications

"Territory" is limited to the United States of America, including the District of Columbia.

"Valid Transaction" means a mutually executed contract for sale of an Enterprise Plan of the Services originating through a Participant's direct Referral within six (6) months of the Referral date and in compliance with the requirements for Referral Rewards specified in Section 6.

**2. Program Overview.** In compliance with this Agreement, Participant will promote the Services only to Eligible Referrals whose principal place of business is located in the Territory. Participants will be able to submit Eligible Referrals through the following URL: [www.sprig.com/customer-referral-program](http://www.sprig.com/customer-referral-program). As applicable, and subject to the requirements herein, Participant may include the Services on its website and in its marketing materials. To qualify for a Referral Reward, a Valid Transaction must always originate from the Eligible Referral and the Referee must indicate in writing (email sufficient) they were referred by the Participant at the time of contract.

**3. Compliance.** In addition to the other legal requirements in this Agreement, Participant expressly agrees to comply with the following:

**3.1. Anti-Bribery Laws and Reporting.** Participant will comply with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, Participant will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. If

Participant becomes aware of suspicious, illegal or fraudulent activity occurring in relation to this Agreement, Participant will report the suspicious or fraudulent activity to Sprig within 24 hours of identifying the suspicious or fraudulent activity via email at [security@sprig.com](mailto:security@sprig.com).

**3.2 Acceptable Use Policy.** Participant will not send, post, transmit or otherwise use any Sprig provided content, including the Sprig name or the Services, in connection with any materials, sites or otherwise that: (i) will generate or facilitate unsolicited bulk commercial emails; (ii) will, or otherwise encourage, the violation of the legal rights of others; (iii) is for an unlawful, invasive, infringing, defamatory, or fraudulent purpose; (iv) contains obscene or pornographic content.

**3.3 Certification.** Participant represents, warrants and certifies to Sprig that: (i) it has legal authority to enter into these terms and participate in the Program; (ii) its employment contract (if applicable) does not restrict it from participating in the Program; (iii) each Referral submitted by Participant will be reasonably made in good faith as an Eligible Referral; and (iv) it will comply with all applicable laws and governmental regulations, including without limitation, as described in this Section 3 above.

**4. Termination and Modification of Terms.** Sprig may at any time and in its sole discretion: (i) modify or update the terms of, including but not limited to, the Program, this Agreement, and will make such modified or updated terms available in writing, or (ii) terminate Participant's participation in the Program in its entirety.

**5. Brand Features.** Each party will own all right, title and interest to trade names, trademarks, service marks, logos and domain names it secures from time to time ("Brand Feature(s)"). Subject to the terms and conditions of the Agreement (including without limitation the following sentence), Sprig grants to Participant a nonexclusive and non-sublicensable license during the Term to display Sprig's Brand Features only to the extent Brand Features are provided by Sprig for use with the Program and solely for the limited purpose of promoting the Services consistent with this Agreement. Additionally, all use of Sprig Brand Features is at Sprig's sole discretion. Use of Sprig Brand features must be compliant with current brand guidelines as adopted by Sprig. Any and all use must first be approved in writing by Sprig.

Subject to the terms and conditions of the Agreement, Participant grants to Sprig a nonexclusive and non-sublicensable license during the Term to display Participant's Brand Features solely for the purpose of marketing the Program or as otherwise mutually agreed upon (email permitted).

## **6. Referral Rewards.**

**6.1 Valid Transactions.** Sprig will provide Participant a one-time Referral Reward for each Eligible Referral that results in a Valid Transaction. Referral Rewards will be calculated based on the resulting annual contract value ("ACV") of the Valid Transaction per the following schedule:

- ACV \$10,000 up to \$24,999 - \$500 Goody\* credits
- ACV \$25,000 up to \$49,999 - \$1,000 Goody credits
- ACV \$50,000 and above - \$2,000 Goody credits

A Valid Transaction will only take place when an Eligible Referral: (a) executes a valid contract directly with Sprig for an Enterprise Plan of the Services falling within the ACV tiers above; (b) is not an existing customer or prospect of Sprig, directly or indirectly, as determined by Sprig; and (c) where all the foregoing occurs during Participant's period of participation in the Program. Sprig may, at its sole option, prospectively increase or decrease Referral Rewards amounts by providing written notice (email/electronic communication permitted) to Participant, or updating this Agreement. Sprig reserves the right, in its sole discretion not to provide Referral Rewards to Participant where Sprig determines Participant's actions are not consistent with the intent of this Program.

**6.2. Rewards Process.** Any Referral Reward will be in the form of Goody credits redeemable at [www.ongood.com](http://www.ongood.com), to be sent to Participant's email address, and will be issued upon mutual execution of a contract for a Valid Transaction. This Program is not retroactive and no Referral Rewards will apply retroactively for previous referrals. Sprig will not provide Referral Rewards for renewal, add-on or upgrade orders. Referral Rewards may be taxable, depending on the federal, state, and local tax laws applicable to the Participant. Participant is solely responsible for reporting such items on their tax returns and paying any associated tax liability. Participant is responsible for getting their own tax advice.

Sprig reserves the right, in its sole discretion, to change the terms and conditions of the rewards process.

**7. Restrictions.** Participant will not, and will not allow any third party to: (a) "frame," minimize, remove, or otherwise inhibit, the full and complete display of any Sprig web page; (b) cause any hyperlinks to web pages on the Sprig web site to create a new browser window; or (c) otherwise display Sprig web pages or Brand Features in a distorted or diluted fashion.

**8. Term; Termination.** The Term will continue until terminated by either party as provided herein. Either party may terminate this Agreement immediately with or without cause upon written notice to the other party (email notice permitted). Upon any termination or expiration of this Agreement, all licenses and rights granted will terminate and each party will have no right to use the Brand Features of the other party. In the event of a termination, Participant will only receive Referral Rewards that were earned in full for a Valid Transaction that occurred prior to the effective termination date.

**9. Confidentiality.** Participant may not disclose the terms, conditions or existence of any non-public aspect of the Program to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with law.

**10. Disclaimers; Limitation of Liability.** EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, SATISFACTORY QUALITY FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED "AS IS" AND AT PARTICIPANT'S OPTION AND RISK AND SPRIG DOES NOT GUARANTEE ANY RESULTS. EXCEPT FOR (I) BREACHES OF SECTION 3 (COMPLIANCE); (ii) BREACHES OF SECTION 5 (BRAND FEATURES); AND (iii) SECTION 11 (INDEMNIFICATION), TO THE FULL EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (A) NO PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT OR ARISING OUT OF PERFORMANCE OF THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY AND (B) NO PARTY MAY BE HELD LIABLE FOR DAMAGES UNDER THIS AGREEMENT IN THE AGGREGATE OF MORE THAN THE AMOUNT PAID BY SPRIG TO PARTICIPANT UNDER THIS AGREEMENT IN THE THREE MONTHS BEFORE THE DATE OF THE ACTIVITY GIVING RISE TO THE FIRST CLAIM.

**11. Indemnification.** Participant will defend, indemnify and hold harmless Sprig, its affiliates, directors, officers and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising out of: (a) Participant's participation in the Program; (b) Participant's website(s), Participant's Brand Features and Sprig's use of any Participant content (provided that such use complies with the requirements of the Agreement); and (c) Participant's breach of any representation or warranty in this Agreement.

**12. Representations and Warranties.** Participant warrants that (a) Participant will use all information provided by Sprig (including without limitation the Sprig Brand Features) in a manner that complies with applicable law; and (b) Participant will conduct all activities in furtherance of this Agreement in accordance with applicable law including all privacy and data protection laws in relation to the use and transfer of personal information.

### **13. Governing Law and Arbitration.**

**13.1 Governing Law.** ALL CLAIMS ARISING OUT OR RELATING TO THIS AGREEMENT OR ANY RELATED SPRIG PRODUCTS OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("DISPUTE") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES.

**13.2 Arbitration and Disputes.** The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days:

(A) Any Dispute arising in the Territory within the limits of the geographic region the United States, arising out or relating to the subject matter of this agreement, will be litigated exclusively in the Federal or State Courts of San Francisco County, California, USA, and the parties consent to personal jurisdiction in those courts;

(B) For purposes of the arbitration procedures: (i) The parties will mutually select one arbitrator. The arbitration will be conducted in English in San Francisco County, California. (ii) The arbitrator may not

decide by equity. (iii) Subject to the confidentiality requirements in Subsection (v) below, either party may petition any competent court, to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of San Francisco County, California, USA, are competent to grant any order under this Subsection (iii). (iv) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. (v) Any arbitration proceeding conducted in accordance with this Section will be considered confidential information, including (1) the existence of, (2) any information disclosed during, and (3) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (v) to a competent court as may be necessary to file any order under Subsection (iii) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). (vi) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative fees. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. (vii) Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

**14. Miscellaneous.** All notices, unless otherwise stated herein, must be in writing and addressed to the attention of the other party's primary point of contact. Notice will be deemed given when delivered (a) when verified by written receipt if sent by personal courier, overnight courier or mail or (b) when verified by automated receipt of electronic logs if sent by facsimile or email. Participant will not assign or otherwise transfer their rights or delegate its obligations under the Agreement, in whole or in part, and any attempt to do so will be null and void. The Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. The parties are independent contractors and the Agreement does not create any agency, partnership, or joint venture. No party is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control. Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, the balance of the provisions will remain in full force and effect. In the event of any termination or expiration of the Agreement, Sections 4, and 8 through 12 shall survive. This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Any amendments must be in writing and executed by both parties (electronic form acceptable).

\*Goody is not a sponsor of this promotion. Except as required by law, Goody credits ("GCs") cannot be transferred for value or redeemed for cash. GCs are issued by ongoody.com.

