

## Episerver Referral Partner Agreement

**This Agreement is made and entered into between the Episerver entity that signs below, namely**

Episerver, Inc., a Delaware corporation with a principal place of business at 542A Amherst Street, Nashua, NH 03063, United States of America (doing business as, and hereinafter “Episerver” or “Selling Party”); or

Episerver AB, a limited liability company organized under the laws of Sweden, with corporate registration number 556208-3435, and its principle place of business at Box 7007, 103 86 Stockholm, Sweden, Visiting address: Torsgatan 11 (“Episerver”); and

<b>Partner Company Details</b> (hereinafter “Referral Partner or Referrer”)			<b>Additional Company Info</b>  <b>Website URL</b>
<b>Partner Contact Details</b> Provide contact name, title, email and phone number	<b>Billing Contact</b>	<b>Support Contact</b>	
<b>Partner Type</b> (hereby “Partner Type”)	<b>Referral Partner</b>		
<b>Countries</b> (hereby “Country”, “Countries” or “Territory”) Must have sales presence			

Episerver and the Partner are individually referred to as a “Party” and collectively as the “Parties”. The date of signature by Episerver to this Agreement shall be deemed the Effective Date (“Effective Date”).

Agreed by the Parties on the Effective Date below.

**Episerver .....**

**Referral Partner.....**

By:.....

By:.....

Print Name:.....

Print Name:.....

Title:.....

Title:.....

Date and Place:.....

Date and Place:.....

This Referral Partner Agreement, including all Schedules attached hereto (this “**Agreement**”), is made and entered as of the last date of signature (“**Effective Date**”) by and between **Episerver Inc. or Episerver AB (“Episerver”)** and the entity signing this Agreement (“**Referral Partner**”).



## 1. DEFINITIONS

- 1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control of either Party to this Agreement. The term "control" shall mean the power or authority to direct influence over the operations of an entity, as indicated by the holding of a majority share of the voting stock of such entity.
- 1.2. **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned or controlled by such party from time to time.
- 1.3. **"Confidential Information"** means all non-public information of the disclosing party (the **"Discloser"**) in any verbal, recorded, written or other form, including but not limited to the existence and content of the discussions between the parties and this Agreement (which will be deemed to be the Confidential Information of both parties hereunder); trade secrets, communication samples, pricing, inventions and confidential knowledge; information concerning the Discloser or Affiliates; information concerning Customers; Customer Data; the prices each party charges Customers for the Services; personally identifiable information; information concerning the business, processes, procedures, technology, customers, potential customers or suppliers of the Discloser or its Affiliates (including but not limited to customer records and lists of customers or suppliers); and any software, documentation or data of the Discloser or its Affiliates; provided that "Confidential Information" shall not include information which the receiving party (the **"Recipient"**) can establish: (i) was already in the Recipient's possession at the time of disclosure by the Discloser; (ii) has become publicly available without any improper act or omission of the Recipient; (iii) was disclosed to the Recipient by a third party having legitimate possession of such information and having no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the Recipient without direct or indirect access to or use of the Confidential Information. For the avoidance of doubt, each party to this Agreement is a Recipient and a Discloser.
- 1.4. **"Customer"** means an entity that subscribes to the Services as referred by the Referrer.
- 1.5. **"Customer Data"** means any and all files, information, data or other content in whatever form that a Customer or a party provides to the other party in connection with a Customer signing up for and/or using the Services including any data, information or material originated by Customer that Customer submits, collects or provides in the course of using the Services, including but not limited to any data or information stored via, on, and/or through the Services, and information regarding Customer's social networking interactions or other contacts activated through use of the Services.
- 1.6. **"Episerver Services"** means the Episerver Enterprise products, as further described at <https://www.episerver.com/products/features/> and such other products and services as both parties may agree to in writing.
- 1.7. **"Intellectual Property Rights"** means patents and patent applications, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property rights.
- 1.8. **"List Price"** means the fees normally charged by Episerver for its Services, as made available by such party from time to time.
- 1.9. **"Referrer"** means the Referring Partner.
- 1.10. **"Selling Party"** means Episerver.
- 1.11. **"Services"** means the Episerver Services.
- 1.12. **"Taxes"** means all taxes, assessments, charges, and fees and includes sales, use, goods and services, value added, and excise taxes, and any interest, fines, and penalties with respect thereto, imposed by any federal, state, provincial, municipal, and foreign governmental authority.
- 1.13. **"Term"** means the Initial Term and any Renewal Terms for this Agreement as defined herein.
- 1.14. **"Territory"** means the country(ies) and territory(ies) set forth in this Agreement.

## 2. GRANT AND SCOPE

- 2.1. **Appointment.** Subject to the terms of this Agreement, the Selling Party hereby grants to the other party a non-exclusive right in the Territory to (i) promote, market, and refer the Selling Party's Services to prospective Customers (and potential Customers).
- 2.2. **Deal Registration.** The parties shall follow the deal registration processes set forth in **Schedule B**.
- 2.3. **Subcontracting.** Neither party may subcontract or outsource any of its obligations under this Agreement without the prior written consent of the other party, which consent may be withheld in the sole discretion of the party whose consent is sought.
- 2.4. **Non-exclusive.** This Agreement is intended to constitute a non-exclusive relationship between the parties.
- 2.5. **Marketplace.** Nothing in this Agreement shall be construed as the governing terms for use of the Episerver Marketplace, in which case, a separate agreement will be entered into between the parties.

### 3. OBLIGATIONS AND RESTRICTIONS

- 3.1. **Marketing and Promotion.** The Referrer will use commercially reasonable efforts to market and refer the Services according to the terms and conditions set forth in this Agreement and in accordance with the training and marketing materials provided by the Selling Party.
- 3.2. **Deal Registration and Sales Process.** The parties shall follow the deal registration and sales processes set forth in **Schedule B** hereto.
- 3.3. **Referrer General Undertakings.** As a Referrer, each party shall: (i) not make any commitment, representation or warranty in respect of the Services to Customers except as expressly provided for in writing by the other party; (ii) perform its obligations under this Agreement in a good, diligent, efficient and professional manner consistent with reasonably applicable industry standards and shall at all times avoid deceptive, misleading or unethical practices; (iii) in performing its obligations under this Agreement, only refer to itself as an "Authorized Episerver Referrer", as applicable; (iv) conduct its business for its own account, in its own name, and not as an agent, employee, partner, or franchisee of the Selling Party; (v) conduct its business in a manner that reflects favorably at all times on the Selling Party and the good name, goodwill and reputation of the Selling Party; (vi) observe all reasonable directions and instructions given to it by the Selling Party in relation to the promotion and marketing of the Selling Party's Services; (vii) ensure the compliance of its subcontractors, officers, directors and employees, partners and Affiliates (as applicable) with the terms of this Agreement and be responsible for any breach of these agreements by such persons/entities.
- 3.4. **Materials.** Throughout the Term, Episerver shall also provide the Referrer with documentation, standard training literature, sales and promotional materials (which may include electronic marketing materials) as deemed necessary by Episerver; provided that the Referrer shall not modify any of the foregoing without the providing party's prior written consent.

### 4. COMPENSATION, ORDERING, INVOICING AND PAYMENT

- 4.1. **Compensation.** The compensation payable to the Referrer is set forth in **Schedule A**.
- 4.2. **Payment.** The parties shall follow the invoicing and payment processes set forth in **Schedule B**.
- 4.3. **Currency.** All currency for compensation to the Referrer will be in the Customer's home Country currency, unless otherwise agreed to by the parties.

### 5. CONFIDENTIAL INFORMATION

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) not disclose the Confidential Information, except to its employees, contractors, subcontractors, agents, and professional advisors (collectively, "**Representatives**") who need to know it in connection with the performance or enforcement of this Agreement and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Each party may use Confidential Information only to exercise rights and fulfill obligations under this Agreement and for no other purpose. Each party is responsible for any actions of its Representatives in violation of this Section 5. Notwithstanding anything to the contrary, each party may disclose the other party's Confidential Information (a) with such other party's express written consent, and (b) when required by law but only after it, if legally permissible, notifies such other party and gives such other party the chance to challenge the disclosure. In addition, either party may disclose the existence and terms of this Agreement to potential investors or acquirers (subject to such party having in place reasonable confidentiality obligations with such investor or acquirer) in connection with bona fide investment or acquisition due diligence, or as required by applicable securities law or regulation.

### 6. INTELLECTUAL PROPERTY RIGHTS; BRAND FEATURES

- 6.1. **Ownership.** Neither party will acquire any rights, title or interest, in any of the Intellectual Property Rights belonging to the other party, or the other party's licensors. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Services are the property of the applicable content owner and may be protected by copyright or other applicable laws. For the avoidance of doubt, as between Episerver and Referral Partner, Episerver retains all right, title and interest in and to the Episerver Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive or adversely affect Episerver's rights or interests in any Episerver Intellectual Property Rights, including but not limited to Brand Features, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible. All rights not expressly granted in this Agreement are reserved.
- 6.2. **Brand Features Licenses.**
- i. **By Episerver.** During the Term, Episerver grants to Referral Partner a non-exclusive, non-royalty bearing, and non-sublicensable license to display Episerver's Brand Features solely for the purpose of Referral Partner's activities as referrer, subject to, and in accordance with this Agreement. All use of Episerver's Brand Features, including all goodwill generated by such use, will inure to the benefit of Episerver.
  - ii. **Restricted Use.** The Referral Partner may use the Brand Features only as expressly permitted in this Agreement. Episerver may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a

reasonable period to stop the use. Episerver may from time to time provide guidelines or specifications with respect to the use of any of its Brand Features, and each party will comply with such guidelines or specifications as it relates to the Brand Features.

- iii. **Publicity.** Without limiting the generality of the foregoing, neither party will issue any press releases, public announcement, or public statement regarding the existence or content of this Agreement, or related to the relationship between the parties, without the mutual written approval of the other party, not to be unreasonably withheld, conditioned or delayed. Notwithstanding that, if any such release, announcement or statement is required under applicable law or regulation, the party so required will afford the other reasonable opportunity in the circumstances to review and comment upon the same and will only disclose that information required by such law.

## 7. AGREEMENT TERM; TERMINATION

- 7.1. **Initial Term; Auto-Renewal; Termination for Convenience.** This Agreement will commence on the Effective Date and will continue for the initial term set out in **Schedule A** attached (the “**Initial Term**”). Following the expiry of the Initial Term, this Agreement will automatically renew for successive terms of twelve months each (each a “**Renewal Term**” and collectively referred to as the “**Term**”). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement for convenience by providing at least 30 days prior written notice to the other.
- 7.2. **Termination for Breach.** Notwithstanding anything to the contrary elsewhere in this Agreement, either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 10 days after receipt of written notice; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Any violation of law that is material or that, in the sole but reasonable discretion of the terminating party, would negatively affect the reputation, regulation or business of the terminating party is deemed a material breach of this Agreement.
- 7.3. **General Effect of Termination.** Upon any termination or expiration of this Agreement: (i) all rights and licenses granted by one party to the other will immediately cease; (ii) each party will promptly return to the other party, or destroy and certify the destruction in writing of, all of the other party's Confidential Information and other materials, provided that (a) with respect to electronic information stored on non-removable media, the Recipient shall be entitled to delete the same using commercially reasonable means commensurate with the deletion of its own, similarly sensitive information, provided that it thereafter does not permit or perform any direct or indirect restoration or recovery thereof, whether through forensics, archives, undeleting or otherwise, and (b) the Recipient shall be entitled to retain archival copies of the Confidential Information for legal, regulatory or compliance purposes, and nothing shall require the erasure, deletion, alteration, or destruction of back-up tapes and other back-up media made in accordance with the Recipient's document-retention policies and procedures, provided that all such retained Confidential Information (for greater certainty, whether under (a) or (b)) remains subject to the obligations of confidentiality and restrictions on use set forth in this Agreement. Termination or expiration of this Agreement, in part or in whole, will not limit either party from pursuing other remedies available to it.

## 8. WARRANTIES AND COVENANTS

- 8.1. **Mutual Warranties and Covenants.** Referral Partner represents, warrants and covenants that: (i) it will not make any false, misleading or unauthorized representations with regard to the other party or the Services, that are contrary to those set out in this Agreement or to those set out in any documentation or materials provided by Episerver in respect of its Services; (ii) it shall comply with all applicable corruption and anti-bribery laws and (iii) it has the legal power and authority to enter into this Agreement and perform its obligations hereunder.
- 8.2. **Disclaimer of Warranties.** THE WARRANTIES STATED IN THIS ARTICLE 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY THE PARTIES. EPISERVER DOES NOT REPRESENT THAT USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SELLING PARTY'S SERVICES WILL MEET THE OTHER PARTY'S OR ITS CUSTOMERS' REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES ITS SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS AND LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

## 9. LIMITATION OF LIABILITY

- 9.1. **Limitation on Indirect Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, (A) NEITHER PARTY MAY BE HELD LIABLE UNDER 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) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY FAILURE TO REALIZE EXPECTED SAVINGS, ANY LOSS OF REVENUES OR PROFITS, LOST DATA, LOSS OF COMPUTER TIME OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES.
- 9.2. **Limitation of Liability Amount.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO THE OTHER PARTY

UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

**10. MISCELLANEOUS PROVISIONS**

10.1. **Governing Law; Jurisdiction.** Governing Law shall be the respective law indicated below, based on the domicile of Customer. Each Party to the Agreement consents to personal and exclusive jurisdiction for any equitable or other action sought in the location indicated below. Each Party will bear its own costs with respect to any disputes arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Computer Information Transactions Act (as enacted in any jurisdiction), the Uniform Commercial Code (as enacted in any jurisdiction), and the conflict of law rules of any jurisdiction, is expressly excluded.

Episerver Inc.	Episerver AB	Episerver GmbH	Rest of the World
United States of America, Canada, Mexico or any country in Central or South America or the Caribbean	United Kingdom (including England, Northern Ireland, Scotland and Wales), Ireland, Australia and New Zealand	Germany, Austria and Switzerland	Rest of the World
New Hampshire and controlling U.S. Federal Law	Laws of England and Wales	Laws and Regulations under Berlin, Germany	Laws of Sweden
U.S. District Court in New Hampshire or any court of the State of New Hampshire having subject matter jurisdiction	Competent courts of London, England	Berlin, Federal Republic of Germany	Competent courts of Stockholm, Sweden. English will be the language used

- 10.2. **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of third party vendors or suppliers, equipment failures, sabotage, third party labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to promptly correct such failure or delay in performance.
- 10.3. **Counterparts.** The parties may execute this Agreement in counterparts, including PDF or other electronic copies, which taken together will constitute one instrument.
- 10.4. **Entire Agreement.** This Agreement (including Schedules) is the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements related to such subject matter.
- 10.5. **Modifications.** Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- 10.6. **Assignment.** Neither party may assign or transfer, directly or indirectly, any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party (but instead upon notice to the other party), to its Affiliate or in connection with a merger, reorganization, or consolidation, or pursuant to the sale of substantially all of its assets or equity securities.
- 10.7. **No third-party beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.
- 10.8. **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- 10.9. **Notices.** Any notice or communication required or permitted to be given hereunder must be in writing and may be delivered by hand, deposited with an overnight courier, sent by email, mailed by registered or certified mail, return receipt requested and postage prepaid, to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of: (i) the date it is delivered, if delivered by personal delivery; (ii) the next business day, if deposited with an overnight courier; (iii) five days after being so mailed, if delivered by mail; and (iv) the day it is e-mailed, if e-mailed. If a party provides any notice to the other party's Customers directly, such party must also provide such notice to the other party *prior* to or contemporaneous with providing any such notice to the other party's Customers.
- 10.10. **Independent Contractors.** Referral Partner and Episerver are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Referral Partner and



Episerver  
Americas / APAC HQ  
542A Amherst Street  
Nashua, NH 03063  
USA

+1 603 594 0249  
www.episerver.com

EMEA HQ  
Torsgatan 11  
Box 7007  
103 86 Stockholm, Sweden

+46 8 55 58 27 00  
www.episerver.com  
556208-3435

Episerver. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.

- 10.11. **Headings.** The headings of the sections of this Agreement are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- 10.12. **No Waiver.** No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- 10.13. **Export Controls.** Referral Partner and Episerver shall comply with all international and national export control laws, restrictions and regulations that apply to the Services ("**Export Control Laws**"). Each party will have the right to terminate this Agreement with immediate effect if it deems that the sale and/or the provision of Services to Customers may be a breach of such Export Control Laws.
- 10.14. **Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.



## Schedule A

Referral Partner does not resell Licensed Products to Customers and is not responsible for completing the subscription agreement with Customer. A Referral Partner refers the Customer to the other Party and the other Party contracts directly with Customer. Referral Partners do not enter into a professional services contract with the customer, nor have any other connection in the relationship between the Party and Customer. Referral Partner receives commission through a Referral Fee

### 1. General Benefits – The below table outlines the general benefits Partner may receive as an Episerver Referral Partner:

Partner Benefits	Referral
Partner Portal & Sales Tools	Yes
Partner Communications	Yes
Episerver Partner Events	Yes
Digital Marketing Materials	Yes
Sales Benefits	Referral
Referral Fees	Yes
Free Episerver Partner Sales Enablement Training	Yes
Episerver Demonstration Licenses <sup>^</sup>	Yes
Education Benefits (additional fees may be required)	Referral
Scheduled Training and a la carte Elearning Discount*	25%

<sup>^</sup> Partners have access to Episerver developer and demonstration license(s) at no additional cost, provided that Partner abides by the Product Usage Terms. Partner may not use any Episerver license(s), software or intellectual property with, for the benefit for, in support of, or in any way in aid of a third-party that does not have a valid purchase agreement executed with Episerver, with the exception of Episerver demonstration licenses, which may be used under the Product Usage Terms for a limited term. Partner developer licenses shall not be used for commercial use. Developer and demonstration license(s) and software services can be revoked at any time and with immediate effect should Episerver reasonably suspect abuse of either the license itself or any Episerver intellectual property. Partners shall not use developer licenses to operate environments for a Customer where economic value is created. Economic value can be thought of as performing work where the Partner is compensated by the Customer. A developer license is intended for non-production, non-commercial use, and as such provides value to learn, develop, or experiment with the software in order to elevate a developer's knowledge and experience or to develop an application for a customer who is entitled to use a Digital Experience Cloud license or service.

\* Partners receive 25% discount on scheduled and a la carte eLearning training courses, unless other discounts apply. The discount is not applicable on Developer Programs or certification exams.

### 2. Initial Term

The Initial Term of the Agreement will commence on the Effective Date and continue for one year. Following the expiry of the Initial Term, this Agreement will automatically renew for successive terms of twelve months each.

### 3. Referral Fee

The referral fee (the "Referral Fee") of Customer Revenue (as defined in Schedule B) for Compliant Orders will be 10%.

## Schedule B

### DEAL REGISTRATION AND PAYMENT PROCESS

1. **Customer Revenue Definition.** “Customer Revenue” is defined as the recurring revenues actually collected by Episerver directly from Customers for the use of Episerver Services during the first year of the contract of an Order referred by the Referrer, net of wire transfer fees, credit card charges, bad debt fees, refunds, and any other applicable processing fees and sales and withholding taxes. For avoidance of doubt, Customer Revenue does not include revenues collected by Episerver for renewals of Compliant Orders or non-recurring implementation costs, set-up costs, professional services or other one-off fees collected by Episerver.
2. **Deal Registration.** In order to be entitled to a Referral Fee (as defined in **Schedule A**), the Referrer must notify and register the potential Customer deal with Episerver (the “**Deal Registration**”), and Episerver shall exercise commercially reasonable efforts to approve or reject that Deal Registration and notify the Referrer within 10 business days.
3. **Deal Registration Process.**
  - a. The Referrer must submit the potential Customer deal for review via Episerver’s Deal Registration Page found here: <https://www.episerver.com/partner/sell/partner-lead-registration-form/>. If not available, then the Referrer must submit the deal in email form to the address designated by Episerver: partners@episerver.com and include the following information:
    - The name and email for the Referrer’s primary salesperson responsible for the deal
    - Customer’s legal company name and website
    - Customer’s primary contact name, title and email address
    - Customer’s total budget and breakdown
    - Services requested
    - Customer need and use cases
    - Timeline for Customer decision
    - Other details relevant to the opportunity
  - b. If the Deal Registration is approved by Episerver, Episerver will notify the Referrer of such approval via email.
  - c. If the Deal Registration is rejected by Episerver, Episerver will notify the Referrer via email and will include reason(s) for such decision.
4. **Deal Registration Criteria.** Episerver can approve or reject a Deal Registration for any reason within its sole discretion. Notwithstanding the previous sentence, Episerver will consider approving a Deal Registration where the following information is true:
  - a. The prospective Customer has not previously been a customer of Episerver prior to the date of the Deal Registration.
  - b. The prospective Customer has not been, or is not actively being, pursued by Episerver at the time Referral Partner submits the Deal Registration; and
  - c. The prospective Customer is not already being pursued actively by another partner of Episerver.
5. **Deal Registration Approval Period.** Upon approval, Episerver will have 90 days to close the opportunity (the “**Deal Registration Approval Period**”). At its discretion, Episerver may extend the Deal Registration Approval Period.
6. **Payment of Referral Fee.** Unless otherwise agreed by the parties in writing, Episerver shall pay the Referrer its Referral Fee within 45 days of receiving payment by Customer.
7. **Referral Fee Confidential.** Any Referral Fee disclosed hereunder is considered Confidential Information, and shall be treated as such, under this Agreement.
8. **Taxes and Withholdings.** Notwithstanding anything to the contrary in this Agreement, each party will be responsible for taxes based on its own capital and net income, employment taxes of its own employees, and for taxes on any property it owns. Episerver reserves the right to withhold applicable taxes on payments to the Referrer if legally obligated to do so.