

Marketing Affiliate Program Agreement

Last Modified: April 8, 2020

PLEASE READ THIS MARKETING AFFILIATE PROGRAM AGREEMENT CAREFULLY.

This document (“Agreement”) is a legal contract between you (the “Affiliate”) and us (“SteadyTake”). It describes how we will work together and defines other aspects of our business relationship. The Marketing Affiliate Program Agreement applies to your participation in our Marketing Affiliate Program (the “Affiliate Program”). Your participation in our Affiliate Program is contingent upon you agreeing to these terms. By participating in our Affiliate Program, you agree to be bound to the terms of this Agreement.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Affiliate Program changes, ends, or becomes part of a different SteadyTake program. If we update or replace the Agreement, we will let you know via electronic means, which may include an in-app notification or by email. If you do not agree to the update or replacement, you can choose to terminate the Agreement as we describe below. If you do not elect to terminate your participation in the Affiliate Program, you are agreeing to be bound by the updated or replaced Agreement.

Definitions

- “SteadyTake Affiliate” means a company owned, operated or controlled by SteadyTake.
- “Marketing Affiliate Program” or “Affiliate Program” means our marketing affiliate program as described in this Agreement.

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- “Affiliate Lead” means a customer prospect who completes an Affiliate Lead Form that we have made available to you via.
- “Affiliate Lead Form” means the unique web form that you place on your site or promote through other channels.
- “Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.
- “Affiliate Tools” means the tools, including the Affiliate Lead Form, that we make available to you upon your acceptance into the Affiliate Program and for you to use in order to participate in the Affiliate Program.
- “Affiliates Page” means the page of the SteadyTake website reachable through the “Affiliates” hyperlink, where you can find the current version of this Agreement and of the Program Policies.
- “Agreement” means this Marketing Affiliate Program Agreement and all materials referred to or linked to in here.
- “Commission” means a compensation amount from SteadyTake to you for each Customer Transaction, determined according to the Program Policies in force at the time of the Transaction.
- “Customer” means the authorized SteadyTake customer who has purchased any SteadyTake Products after being an Affiliate Lead.
- “New Customer” means a Customer which is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process.
- “Repeat Customer” means a Customer who is not a New Customer.
- “Customer Transaction” means a transaction by an Affiliate Lead that is eligible for Commission pursuant to the “Customer Transactions” section of this Agreement.

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- “Customer Data” means all information that Customer submits or collects via the SteadyTake Products and all materials that Customer provides or posts, uploads, inputs or submits for public display through the SteadyTake Products.
- “SteadyTake Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags, which are either owned by SteadyTake, or licensed by SteadyTake for use or inclusion in SteadyTake Products.
- “SteadyTake Product” means any product or service ordinarily offered by SteadyTake to its customers: (a) digital media production services, including creative direction, video production, animation, photography, copywriting, graphic design, and web design; (b) online services (for example, an online electronic media storage and delivery platform); (c) software products (for example, a video player software embeddable by the Customer in a website).
- “Program Policies” means the up to date guidelines and policies for the Affiliate Program in Exhibit B.
- “We”, “us”, “our”, and “SteadyTake” means SteadyTake, Inc.
- “You” and “Affiliate” means the party, other than SteadyTake, entering into this Agreement and participating in the Affiliate Program.

Non-Exclusivity. This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

Affiliate Acceptance. By completing an application to become an Affiliate, you are agreeing to this Agreement. Once you complete an application to become an Affiliate, we will review your application and notify you whether you have been accepted to participate in the Affiliate Program, or not. Before we accept an application, we may want to review your application with you, so we may reach out to

you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Affiliate Program within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the Affiliate Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria set out in the Program Policies, if applicable. Failure to complete any enrollment criteria within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Affiliate Program. Upon your acceptance into the Affiliate Program, we will provide you with an Affiliate Lead Form for use on your website or websites. By publishing the Affiliate Lead Form on your website or websites, you are agreeing to the terms and conditions of this Agreement, which will be binding.

Your acceptance and participation in the Affiliate Program do not imply that you will be accepted into any of our SteadyTake Partner Programs. You agree to comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

Customer Transactions

1. **Affiliate Program Limits.** Each accepted Affiliate Lead will expire unless the Affiliate Lead completes a Customer Transaction within 90 days from the date the Affiliate Lead completed the Affiliate Lead Form that was made available by you.
2. **Eligibility.** To be eligible for Commission (i) an Affiliate Lead must be accepted and valid in accordance with the “Acceptance and Validity” section, (ii) a Customer Transaction must have occurred, (iii) the Customer must have paid in full for the Customer Transaction and for any outstanding invoices from SteadyTake, (iv) and, for a Customer having purchased a

SteadyTake Product on monthly subscription plan, the Customer must have remained on the monthly subscription plan for sixty (60) days plus the number of days until the end of that calendar month. For example, a Customer who makes a purchase of a monthly subscription for a SteadyTake Product on the 15th of March must remain on the monthly subscription plan until the 31st of May in order to be eligible for a Commission. You are not eligible to receive Commission or any other compensation from us based on transactions if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or SteadyTake Affiliates; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Lead Form, in violation of any Affiliate Program Policies that we make available to you, misuse of the Affiliate Tools or by any other means that we deem to breach the spirit of the Affiliate Program, or (v) the Customer participates in any of our partner programs, including our Agency Partner Program, Sales Referral Partner Program or Sales Solutions Partner Program and is eligible to receive commission in relation to the Customer Transaction under any of these programs. In competitive situations with other affiliates, we may elect to provide the Commission to the affiliate that we deem to be the most eligible for Commission, at our discretion. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

3. **Acceptance and Validity.** You will only be eligible for a Commission payment for any Customer Transactions that are accepted by SteadyTake and that derive from Affiliate Leads generated by the Affiliate Lead Form that we make available to you. An Affiliate Lead will be

considered valid and accepted if, in our reasonable determination, the Customer is not attempting to engage in fraudulent transactions, has a bona fide intent to purchase one or more SteadyTake Products, and has the financial ability to pay for said Products. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. If an Affiliate Lead does not purchase a SteadyTake Product within the time period defined in the “Affiliate Program Limits” section of this agreement, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to purchase after the time period has expired. An Affiliate Lead is not considered valid if they complete the Affiliate Lead Form after this Agreement has been terminated or otherwise expired.

4. **Engagement with Prospects.** Once we receive the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid. If an Affiliate Lead is not valid, then we may choose to maintain it in our database, and we may choose to engage with such Affiliate Lead at any time. Any engagement between SteadyTake and an Affiliate Lead will be at SteadyTake’s discretion.
5. **Commission.** We will pay you Commission for each Customer who completes a Customer Transaction within 90 days after filling in and submitting the Affiliate Lead Form that we make available to you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. A Customer Transaction is deemed complete when the customer has accepted final delivery of the SteadyTake Product(s) and has paid in full any amount of money due to SteadyTake for the current Customer Transaction as well as any and all previous Customer Transactions. The amount of the Commission payment to you may depend on whether the eligible Customer Transaction is effected by a New Customer or a Repeat Customer, and shall be determined by SteadyTake in accordance with the Program Policies in force at the time the Customer has filled in the Affiliate Lead Form. We reserve the right to

alter or change at any time the policies we use to calculate the Commission amount by amending the Program Policies and publishing the updated Program Policies on the Affiliates Page.

6. **Requirements for Payment; Forfeiture.** In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement as defined in the “Affiliate Acceptance” section, (ii) completed all steps necessary to create your account with SteadyTake in accordance with our directions, (iii) notified us of your bank account number and routing number, (iv) completed any and all required tax documents that we may request in order for SteadyTake to process any payments that may be owed to you. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in this section remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a “Forfeited Transaction”). We will have no obligation to pay you the Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in this section, then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.
7. **Commission Payment.** We, or a SteadyTake Affiliate, will pay the Commission amount due to you within forty-five (45) days after the end of each fiscal quarter for any Commission amounts that you become eligible for according to the Eligibility section above. We will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to do so at our discretion). All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.

8. **Taxes.** You are responsible for payment of all taxes applicable to the Commission.

Affiliate Training and Support. We may make available to you, without charge, various webinars and other resources as part of our Affiliate Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Affiliate Program benefits or offerings at any time without notice.

Trademarks. You grant us a nonexclusive, non-transferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Affiliate Program and this Agreement, and (iii) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way, (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products, or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights.

1. **SteadyTake’s Proprietary Rights.** No license to any software is granted by this Agreement.

The SteadyTake Products are protected by intellectual property laws. The SteadyTake Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the SteadyTake Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the SteadyTake Content, or the SteadyTake Products in whole or

in part, by any means, except as expressly authorized in writing by us. The SteadyTake brand, the SteadyTake logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

2. **Comments; Feedback; Product Suggestions.** We encourage all customers, affiliates and partners to comment on the SteadyTake Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions from you will be non-confidential and will be in the public domain.
3. **Customer's Proprietary Rights.** As between you and Customer, Customer retains the right to access and use the Customer portal associated with the SteadyTake Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

Confidentiality. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) SteadyTake customer and prospect information, whether or not otherwise designated as confidential. Any information disclosed by SteadyTake to you shall be deemed designated confidential unless it is designated non-confidential by us in writing. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to

Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process but shall inform in writing the Disclosing Party as soon as possible prior to the compelled disclosure and shall take any and all commercially reasonable measures to assist Disclosing Party in protecting its Confidential Information from such compelled disclosure.

Opt-Out and Unsubscribing. You will comply promptly with all opt-out, unsubscribe, “do not call” and “do not send” requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to give prompt effect to all opt-out, unsubscribe, “do not call” and “do not send” requests.

Term and Termination

1. **Term.** This Agreement will apply for as long as you participate in the Affiliate Program, until terminated.
2. **Termination Without Cause.** Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.
3. **Termination for Agreement Changes.** If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.
4. **Termination for Cause.** We may terminate this Agreement: (i) upon thirty (30) days’ notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days’ notice to you of your non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms

applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. We will promptly send you a Notice to inform you of your Termination for Cause.

5. **Effects of Expiration/Termination.** Expiration of this Agreement and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the “Termination for Agreement Changes” section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete any Affiliate Tools that we make available to you for your participation in the Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect. Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not

cause a Customer's subscription agreement to be terminated nor any Customer Transaction to be canceled or refunded.

Affiliate Representations and Warranties. You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Affiliate Program and to provision SteadyTake with Affiliate Leads for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a SteadyTake Affiliate on any website(s) you own where you make an Affiliate Lead Form available); (ii) you will accurately disclose to us all websites and domains you own where you intend to use Affiliate Lead Form to generate Affiliate Leads; (iii) you will not purchase ads that direct to your site(s) that could be considered as competing with SteadyTake's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing, pop-ups, and false or misleading links; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Lead Form to purchase SteadyTake products for yourself.

Indemnification. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us and our officers, directors, employees, agents, service providers, licensors, and affiliates, by a third party not affiliated with us, to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided to us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Affiliate Tool, or (e) our use of the Affiliate Marks. We will notify you in writing within thirty (30) days of our becoming aware of any such claim, give

you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

1. Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY, OR FITNESS OF THE STEADYTAKE PRODUCTS, STEADYTAKE CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOLS FOR ANY PURPOSE. STEADYTAKE PRODUCTS AND THE AFFILIATE TOOLS MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE STEADYTAKE PRODUCTS AND AFFILIATE TOOLS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE STEADYTAKE PRODUCTS AND THE AFFILIATE TOOLS INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

3. **Limitation of Liability.** IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.
4. **Test Portal.** WE DISCLAIM ALL LIABILITY WITH RESPECT TO ANY TEST OR TRIAL PRODUCTS WE MAY OVER TIME MAKE AVAILABLE TO YOU. WE DO NOT PROMISE TO MAKE TEST OR TRIAL PRODUCTS AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.
5. **Cookie Duration.** COOKIES USED AS PART OF THIS AFFILIATE PROGRAM HAVE A 90 DAY DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, PREVENTING US FROM IDENTIFYING THEM AS YOUR AFFILIATE LEAD, STEADYTAKE SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU IF THE CUSTOMER HAD BEEN CORRECTLY IDENTIFIED.

Non-Solicitation. You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement. Both you and we acknowledge that (i) any newspaper or other public solicitation not directed specifically to such persons shall not be deemed to be a solicitation for the purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, we will make the updated

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Agreement available to you via the Affiliate Tool or the SteadyTake website., We will give you Notice of any update or change to this Agreement via email. The updated Agreement will become effective and binding on the next business day after we have notified you. When we change this Agreement, the “Last Modified” date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you do not agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

Applicable Law. This Agreement shall be governed by the laws of the State of California, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in San José, California.

Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

Actions Permitted. Except for actions for nonpayment or breach of a party’s proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic

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laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the SteadyTake Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the SteadyTake Products to prohibited countries or individuals or permit use of the SteadyTake Products by prohibited countries or individuals.

Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue to be in effect.

Notices. We may give you any notice relating to your participation in the Affiliate Program or to this Agreement by email or by phone, respectively to your e-mail address(es) and to your phone number(s), which you have provided to us and we have on record. Notices by you to us shall be sent to the email address set forth herein (which may be changed by notice by us to you), and will be deemed delivered as of the date of actual receipt.

To SteadyTake, Inc.: legal@steadytake.com

To you: your email address as provided in our affiliate account information for you.

Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, or website. Our obligations are not contingent on the delivery of any

future functionality or features of the SteadyTake Products, and are not dependent on any oral or written public comments made by us regarding future functionality or features of the SteadyTake Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

Assignment. You may not assign or transfer this Agreement without our prior written consent, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, in which cases this Agreement shall automatically terminate. We may assign this Agreement to any affiliate, or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto, any right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Program Policies. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference. At any time, the Program Policies in force are listed on the Affiliates Page. You are responsible for periodically reviewing the Affiliates Page to stay informed the current Program Policies. The Program Policies in force as of the date of this Agreement are listed in the Exhibit B attached hereto.

No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the SteadyTake Products, our trademarks, or any other property or right of ours.

Sales by SteadyTake. This Agreement shall in no way limit our right to sell the SteadyTake Products, directly or indirectly, to any current or prospective customers.

Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

Survival. The following sections shall survive the expiration or termination of this Agreement: “Commission and Payment”, “Proprietary Rights”, “Confidentiality”, “Effects of Termination/Expiration”, “Indemnification”, “Disclaimers; Limitation of Liability”, “Non-Solicitation” and “General”.

(Remainder of this page intentionally left blank.)

Exhibit A: SteadyTake – GDPR Data Processing Addendum (Affiliates)

This Data Processing Addendum (“Addendum”) sets out the terms that apply as between SteadyTake and Marketing Affiliate when processing EEA personal data in connection with the Affiliate Program. This Addendum forms part of the Affiliate Program Agreement. Capitalized terms used in this Addendum shall have the meanings given to them in the Affiliate Program Agreement (the “Agreement”) unless otherwise defined in this Addendum.

- Definitions: (a) “controller,” “processor,” “data subject,” and “processing” (and “process”) shall have the meanings given to them in Applicable Data Protection Law; (b) “Applicable Data Protection Law” means any and all applicable privacy and data protection laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law (in each case, as may be amended, superseded or replaced from time to time); (c) “EU Data Protection Law” means: (i) the EU General Data Protection Regulation (Regulation 2016/679) (“GDPR”); and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to clause (i) or (ii); and (d) “Personal Data” means any information relating to an identified or identifiable natural person to the extent that such information is protected as personal data under Applicable Data Protection Law.
- Purposes of processing. The parties acknowledge that in connection with the Affiliate Program, each party may provide or make available to the other party Personal Data. Each party shall process such data: (i) for the purposes described in the Agreement; and/or (ii) as may otherwise be permitted under Applicable Data Protection Law.
- Relationship of the parties. Each party will process the copy of the Personal Data in its possession or control as an independent controller (not as a joint controller with the other party). For the avoidance of doubt and without prejudice to the foregoing, SteadyTake shall

be an independent controller of any Personal Data that it receives or shares with Affiliate in connection with the Affiliate Program.

- Compliance with law. Each party shall separately comply with its obligations under Applicable Data Protection Law and this Addendum when processing Personal Data. Neither party shall be responsible for the other party's compliance with Applicable Data Protection Law. In particular, each party shall be individually responsible for ensuring that its processing of the Personal Data is lawful, fair and transparent, and shall make available to data subjects a privacy statement that fulfils the requirements of Applicable Data Protection Law.
- International transfers. Where Applicable Data Protection Law in the European Economic Area ("EEA"), and/or its member states, United Kingdom and/or Switzerland (collectively for the purposes of this Addendum, the "EU"), applies to the Personal Data ("EU Personal Data"), neither party shall process any EU Personal Data (nor permit any EU Personal Data to be processed) in a territory outside of the EU unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. To the extent a Marketing Affiliate transfers EU Personal Data to SteadyTake and SteadyTake is located in a territory outside the EU that does not provide adequate protection for Personal Data (as determined by Applicable Data Protection Law), SteadyTake agrees to abide by and process such EU Personal Data in accordance with the Standard Contractual Clauses for Controllers as approved by the European Commission and available at the following URL: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32004D0915> (as amended, superseded or updated from time to time) ("Model Clauses"), which are incorporated by reference in, and form an integral part of, this Addendum. SteadyTake agrees that it is a "data importer" and the Marketing Affiliate is the "data exporter" under the Model Clauses (notwithstanding that SteadyTake may be an entity located outside of the EEA).

SteadyTake Marketing Affiliate Program Agreement

- Security: Each party shall implement and maintain all appropriate technical and organizational measures to protect any copies of the Personal Data in their possession or control from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorized disclosure or access (a “Security Incident”) and to preserve the security and confidentiality of such Personal Data. Each party shall notify the other party without undue delay on becoming aware of any breach of EU Data Protection Law/Applicable Data Protection Law.

(Remainder of this page intentionally left blank.)

Exhibit B: SteadyTake Affiliate Program Policies

All SteadyTake Affiliates are required to adhere to the Marketing Affiliate Program Agreement (Agreement) and remain in compliance with its terms and with the policies (“Policies”) laid out in this Exhibit.

Commission Rates

The Commission is paid out to you subject to terms of the Agreement at the following rates:

- New Customer: 10%
- Repeat Customer: 5%

Promoting SteadyTake

SteadyTake Branding

- You may use the language and assets we provide to you.
- You must capitalize the “T” in “SteadyTake”.
- You may not use false or misleading statements on the benefits of using.
- You may not modify or adjust the SteadyTake wordmark or logo in any sort of marketing material you might create, including the creation of any visual badges or dual-logo lockups.

What to call yourself

- You may state that you are a “SteadyTake Marketing Affiliate” or “Marketing Affiliate”.
- You may NOT refer to yourself as a Partner or that you’ve “partnered with SteadyTake.” This includes press releases, references in videos, listings on your website, or in any other marketing material you may be using.

Buying Ads

- You will not purchase ads that direct to your site(s) or through an affiliate link that could be considered as competing with SteadyTake's own advertising, including, but not limited to, our branded keywords

Other Policies

- Survey Participation: We encourage you to participate in any Affiliate-specific NPS surveys, industry surveys, marketing surveys, etc. as we request.
- Sharing Placements: When requested, you will provide us with the list of URLs where you have published the Affiliate Lead Form that we have provided. This includes, but is not limited to, links, screenshots, and email sends.
- Purchasing SteadyTake yourself: One of the benefits of the Affiliate Program is that we do not require you to purchase SteadyTake Products. If you do purchase SteadyTake Products, you will not be eligible for Commission.