

PARTNER PROGRAM AGREEMENT

This Partner Program Agreement is between OfferUp Inc., a Delaware Corporation, (“*OfferUp*”) and the counterparty named in the signature block below (“*Partner*”). This Partner Program Agreement, together with the General Terms and Conditions for OfferUp’s Partner Programs (located at www.offerup.com/partnerterms) (the “*General Partner Terms*” and, together with this Partner Program Agreement, the “*Agreement*”), governs OfferUp’s offering of the Partner Program, as described below (this “*Program*”) and Partner’s participation in the Program. To the extent the terms and conditions in this Partner Program Agreement conflict with the General Partner Terms, the terms and conditions in this Partner Program Agreement will govern. Terms not defined in this Partner Program Agreement are defined in the General Partner Terms.

The Parties agree to the terms and conditions of this Agreement by their authorized signatories as of the later of the dates written below (the “*Effective Date*”).

OfferUp Inc.	[INSERT COMPANY NAME]
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notice: Attn: General Counsel 227 Bellevue Way NE, #57 Bellevue, WA 98004 E-mail: legal_department@offerup.com	Address: _____ _____ _____ E-mail: _____
Description of the initial Partner Connector (if any): To provide a link between the [] platform and the OfferUp platform to allow Customers to access the OfferUp platform through the [] platform.	

1. **Definitions.** Unless otherwise defined in this Partner Program Agreement, the capitalized terms used herein shall have the meaning set forth below:
 - 1.1. “*Certification*” means that Partner has completed the process to ensure that the Connector functions in accordance with OfferUp’s requirements.
 - 1.2. “*Connector*” means a software and communications interface that connects a Customer’s business or financial software with an OfferUp Service.
 - 1.3. “*Customer*” means a user of the OfferUp platform who purchases an OfferUp Service.
 - 1.4. “*Service*” means the software and/or service provided to Customers by OfferUp. A complete list of OfferUp offerings that are considered Services under this Agreement is contained in **Exhibit B**.
2. **The Program.** The Program consists of two elements, any one of which, or combination of which Partner may participate in:

- 2.1. Referral.** Under the referral element of the Program, Partner will offer OfferUp Services to Customers, either on a stand-alone basis or bundled with Partner's offerings.
- 2.1.1. Collection.** Partner will bill Customers directly on OfferUp's behalf for the OfferUp Services purchased by Customers through Partner.
- 2.1.2. Approved Services.** Customer agrees to abide by the pricing parameters and rules for the Approved Service Offerings, as listed in Exhibit B.
- 2.1.3. Dealer Form.** Each Customer who purchases the OfferUp Service from Partner must agree to and complete the Automotive Advertising Service Dealer Agreement provided by OfferUp.
- 2.2. Connector.** Under the connector element of the Program, Partner will develop, maintain, and support the specified Connector(s).
- 3. Commission.** OfferUp will pay Partner a percentage of the amounts attributable to (a) a Customer's access to Partner's Connector and/or (b) a Customer's purchase of the OfferUp Services listed in Exhibit B (the "**Commission**") according to the terms herein.
- 3.1. Commission Eligibility.** Partner will earn Commission for a Customer who: (a) purchases OfferUp's Services directly from Partner ("**Referral Commission**"); and/or (b) purchases OfferUp's Services in conjunction with Partner's Connector ("**Connector Commission**").
- 3.1.1.** To be eligible for the Referral Commission:
- (a) The referred Customer's purchase of OfferUp Services must be under the terms of an OfferUp Approved Service Offering set forth in Exhibit B;
 - (b) The referred Customer must not be an Existing OfferUp Customer. For the purposes of this Section, "**Existing Customer**" means anyone who has used the OfferUp platform and purchased Services within the 3 months prior to the referral; and
 - (c) The referred Customer must not have been referred by another partner or been in contact with OfferUp sales personnel in the preceeding 3 months such that the other partner or sales person is credited with the sale and receives commission as a result.
- 3.1.2.** To be eligible for the Connector Commission:
- (a) Partner's Connector must be Certified and maintained as set forth in this Agreement;
 - (b) Customer must not have been an Existing Customer, and
 - (c) The applicable Customer must currently use Partner's Connector to connect to OfferUp's Services.
- 3.2. Calculation.** Commission payments are based on percentage of "**Net Revenue**", which is defined as the gross amount actually received by OfferUp for the Services listed in Exhibit B from a Customer, minus: (a) subsequently credited charges, refunds, or charge backs; or (b) any taxes, interest, fines, or other charges or assessments imposed or levied by a governmental agency.
- 3.3. Commission Rates.**
- 3.3.1. Rates.** Partner's Commission will be calculated using the rates set forth in the Commission Rates Table in Exhibit A ("**Commission Rates**"). "**Year 1**" means the first year after a Customer's initial purchase of an OfferUp Service from Partner, ending on the first anniversary of that purchase. "**Year 1 Commission**" means the rate applicable to a Customer's purchase of an OfferUp Service during Year 1.

“**Recurring Commission**” means the rate applicable to a Customer’s purchase of an OfferUp Service at any time after Year 1.

3.3.2. Exclusions and Limits.

- (a) If Partner receives Commission under this Agreement, Partner will not be eligible to receive Commission under any other OfferUp partner program for the same order of Services.
- (b) For Customers who, at the time of the initial purchase of an OfferUp Service, purchase multiple Connectors provided by more than one OfferUp partner, the Commission will be split between Partner and those other OfferUp partner(s) in a manner to be determined by OfferUp in its sole discretion.

3.4. No Additional Customer Fees. As consideration for the Commission provided under this Agreement, Partner agrees to make the Connector available to Customers at no additional cost (including, but not limited to, fees for installation or maintenance of the Connector). Notwithstanding the foregoing, if Partner charges a separate fee to Customer to access the Partner platform or other Partner services, that fee will not be prohibited by this section, provided that the fee is not increased as a result of the use of the Connector.

4. Development, Certification, and Acceptance.

4.1. Certification Submission. OfferUp will assist with Partner’s development of the Connector through documentation and specifications OfferUp makes available at <https://about.offerup.com/connector-specifications/>. OfferUp’s Certification team will also be available as reasonably requested by Partner to answer any questions Partner may have regarding development and Certification of the Connector. Partner will use commercially reasonable efforts to develop and submit the Connector for Certification within 90 calendar days of the Effective Date and in accordance with the acceptance criteria and Certification documentation, located at <https://about.offerup.com/connector-specifications/> or otherwise provided by OfferUp. During the first year of this Agreement, OfferUp will provide Connector documentation in e-mail format, rather than through the link above.

4.2. Acceptance and Certification. Each Connector will be subject to OfferUp’s final approval and acceptance prior to Certification. To achieve Certification for each Connector, Partner must ensure the Connector meets the acceptance testing criteria made available by OfferUp, and Partner will submit the Connector and the results of such testing to OfferUp for acceptance. OfferUp will also independently test and evaluate each Connector. If OfferUp rejects a Connector, Partner will correct the Connector and will resubmit the Connector to OfferUp for Certification. If Partner’s Connector is not accepted by OfferUp, OfferUp will provide Partner with a written report describing the reasons for non-acceptance. Partner will not be eligible to receive Commission for a Connector unless and until such Connector has been certified by OfferUp.

4.3. Connector Documentation, Training, and Access. Partner will: (a) document Partner’s development and implementation of the Connector and provide such documentation to OfferUp in a format specified by OfferUp, (b) provide training resources to OfferUp’s personnel on all aspects of the Connector (including training sessions via webinar and technical documentation), and (c) provide access necessary to enable OfferUp to demonstrate the Connector to Customers and to provide support as set forth in Section 5.2 (Technical Support) below.

4.4. Costs. Unless otherwise specified in this Agreement, Partner will bear sole responsibility for all expenses incurred in connection with the development, maintenance, and support of its Connector(s).

5. Connector Maintenance and Support

5.1. Maintenance. Partner will use commercially reasonable efforts to ensure that each Connector remains functional and compatible in all material respects with OfferUp’s Services. If an updated, modified, or new version of OfferUp’s Services affects the functionality of a Connector, Partner will update the Connector to ensure proper functionality and compatibility and will provide the updated Connector to Customers within a

commercially reasonable period of time. If Partner fails to maintain the functionality and compatibility of a Connector, Partner will no longer be eligible to receive Connector Commission until such functionality and compatibility issues are resolved.

5.2. Technical Support.

5.2.1. Partner Support. At Partner's expense, Partner will provide technical support to OfferUp and to Customers to answer questions and resolve problems to the extent such questions or problems relate to the Connector. Requests for technical support may come directly or by escalation or referral by OfferUp. Partner will use commercially reasonable efforts to respond to technical support requests for the Connector within two business days and at no less than the same level of support that Partner provides to Partner's own customers and Customers.

5.2.2. OfferUp Support. OfferUp will provide technical support relating specifically to OfferUp's Services. If Partner determines that a problem experienced by a Customer is caused by OfferUp's Services and not Partner's Connector, Partner will refer such Customer to OfferUp for technical assistance.

6. Marketing.

6.1. Partner Business Plan. The Parties will collaborate to establish a detailed marketing and sales plan ("**Partner Business Plan**") to promote the Connector within 30 calendar days after the Effective Date and will review and revise the Partner Business Plan on an annual basis thereafter. As part of the Partner Business Plan, Partner will: (a) participate in regular reviews of the business and the marketing activities in the Partner Business Plan, and (b) permit OfferUp and third parties to promote and make available the Connector to potential Customers.

6.2. Marketing upon Certification. Upon Certification of each Connector: (a) Partner will be eligible to use OfferUp's Certification Logo for Partner's Connector; (b) the Parties may, at OfferUp's sole discretion, issue a joint press release announcing the Certification and the availability of Partner's Connector; and (c) the Parties may advertise the availability and features of Partner's Connector on their respective websites.

7. Fees and Payment.

7.1. Payment. Partner will be responsible for collecting all applicable payments from Customers during the Term, and will provide those funds to OfferUp on a rolling monthly basis, within 30 days of the end of month in which those monthly payments were collected by Partner.

7.2. Reporting. Partner will provide OfferUp with the reporting specified in Exhibit C. Upon 60 days' prior notice to Partner, OfferUp may modify the data required in the reporting.

7.3. Pricing. Partner shall only resell the OfferUp Services that are listed in Exhibit B, and for the specified pricing as is set forth in Exhibit B.

7.4. Taxes. Each Party will be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its income or gross receipts. If withholding of any tax is required under applicable law in respect of any payment by OfferUp to Partner hereunder, OfferUp will: (a) withhold the appropriate amount from such payment, and (b) remit such amount to the relevant authorities in accordance with applicable laws.

7.5. Claims. Any claim for any unpaid, underpaid, or overpaid Commission made by either Party must be submitted to the other Party in writing within six months after the end of the calendar year in which the event giving rise to the claim occurred. Following the expiration of that six-month period, each Party agrees to waive any and all rights to assert a claim for such unpaid, underpaid, or overpaid Commission.

- 7.6. Partner Invoices.** If applicable, Partner will submit invoices via email ap@offerup.com or another address provided by OfferUp. All invoices will be in U.S. dollars and contain sufficient detail to allow OfferUp to determine the accuracy of the amounts billed.
- 8. Term.** The initial term of this Agreement will begin on the Effective Date and will continue for one year, to the first anniversary of the Effective Date (the “*Initial Term*”). At the end of the then-current Initial Term or Renewal Term, this Agreement will automatically renew for an additional one-year period (a “*Renewal Term*”) unless either Party provides written notice of non-renewal to the other Party at least 30 calendar days’ prior to the expiration date of the then-current Initial Term or Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the “*Term*”.
- 9. Termination.**
- 9.1. Material Breach.** Either Party may immediately terminate this Agreement for cause by giving written notice of termination to the other if the other Party breaches any of its material obligations under this Agreement and does not cure the breach within 30 calendar days after the non-breaching Party gives written notice to the breaching Party.
- 9.2. Convenience.** Either Party may terminate this Agreement without cause by giving written notice of termination to the other Party upon 90 calendar days’ notice.
- 9.3. Effect of Termination or Expiration.** Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement:
- 9.3.1.** All rights and licenses granted under this Agreement will immediately cease;
- 9.3.2.** Each Party will immediately stop using and either destroy or delete any Confidential Information (*as defined in the General Partner Terms*) provided by the other Party under this Agreement; and
- 9.3.3.** Those provisions of this Agreement that by their nature should survive termination or expiration will survive, including, but not limited to, ownership provisions, confidentiality, disclaimers, indemnities, and limitations of liability.
- 10. Wind Down.** Both Parties acknowledge that some Customers subscribe to the Services based on the availability of Partner’s Connector and rely on the availability of that Connector. To mitigate any disruption to those Customers, for a period not to exceed 1 month in excess of the longest remaining Customer Term in existence at the time of termination of this Agreement, both Parties (a) will ensure that existing Customers can continue to use the Connector and the applicable Service for the remainder of those Customers’ subscriptions, and (b) will continue to perform their maintenance and support obligations under this Agreement with respect to Connectors and Services until all OfferUp Service subscriptions with Customers using Partner’s Connector have terminated or transitioned to other Connectors.

Exhibit A: Commissions Rates Table

In Year 1, Partner may receive both a referral commission and a connector commission if Partner meets the requirements for both commissions as described in the Agreement.

Item	Referral Commission Rates		Connector Commission Rates	
	Year 1	Recurring	Year 1	Recurring
Basic	15%	-	10%	10%
Plus	15%	-	10%	10%
Premium	15%	-	10%	10%
Premium Plus	15%	-	10%	10%

Exhibit B: Approved Service Offerings

Partner may offer the Approved Service Offerings provided at <https://offerup.com/partner/> (“*Partner Pricing Portal*”). Inventory listing services enable Customer’s inventory of cars and passenger trucks to sync to Customer’s OfferUp profile, which is updated as Customer’s inventory management system is updated. Advertising services enables Customer to strategically promote its vehicle postings on the OfferUp marketplace. OfferUp reserves the right to revise prices on the Partner Pricing Portal with 30 days’ prior written notice. Partner may not add on any fees or costs in addition to the prices listed on the Partner Pricing Portal. The prices listed on the Partner Pricing Portal are the only prices Partner may use to market the OfferUp Services.

Exhibit C: Reporting

Within 15 days of the end of each calendar month, Partner will provide OfferUp with a report, in CSV format, for all Customers who were billed by Partner during that month.

Customer Name	OfferUp Customer ID #	Amount Billed During Month	Original Activation Date	Cancel Date (<i>if applicable</i>)