

## AUDIENSE REFERRAL PROGRAM TERMS OF SERVICE

Subject to the terms and conditions provided herein (the “Program ToS”), Audiense will compensate eligible users for each qualified referral that leads to the execution or acceptance of an Audiense Subscription agreement. More details about the Audiense Referral Program (“Referral Program”) are set forth below. Acceptance of the Program ToS is required for you to be eligible to receive referral fees (“Fees”) for Qualified Referrals. For ease of reference, defined terms are set out at the end of these Program ToS.

### I. ELIGIBLE USERS

To be eligible to participate in the Referral Program, you must be a current Audiense User.

### II. QUALIFIED REFERRALS

Subject to these Program ToS, Referrers may receive a Fee for introducing a Qualified Referral to Audiense. A “Qualified Referral” is any individual or entity introduced by a Referrer to Audiense by way of a Referral Submission. Additionally, to be considered a Qualified Referral, the individuals or entities:

- Must sign a Subscription Agreement with Audiense no later than sixty (60) days from the date you submit the Referral Submission;
- Must not be current or previous customer/ user of Audiense;
- Must not have previously contacted Audiense, attended a Audiense event, or otherwise been referred to Audiense in the sixty (60) days prior to your initial Referral Submission; and
- Must not be:
  - an entity of which the Referrer is an employee, partner, or owner of a controlling interest;
  - a subsidiary, affiliate, or entity related to Referrer or Referrer’s employer; or
  - an entity with the same parent entity as the Referrer, Referrer’s employer, or any affiliate or entity related to the Referrer or Referrer’s employer.

### III. PROCESS

#### Referral Submission

You may introduce a potential customer or customer company (a “Potential customer”) to Audiense for the Referral Program by registering a profile at <https://audiensefirst.typeform.com/to/SSnD6v>.

You must complete a separate Referral Submission for each Potential customer. You may only complete a single Referral Submission per Qualified Referral that you would like to refer. A Referral Submission will not be considered complete unless it includes the following information:

- referred individual or entity’s primary contact first and last name;
- referred individual or entity’s name (if applicable);
- referred individual or entity’s valid phone number;
- referred individual or entity’s valid email address;
- such other information as may be required from time to time on the form found at the Referral Website.

Referral Submissions that are incomplete or that do not adhere to the procedures outlined in these Program ToS will not be considered valid Referral Submissions and will not earn Fees hereunder or be processed for payment. Please note that all Referral Submissions are conditionally accepted and not fully confirmed until approved by a member of the Audiense team.

By participating in the Referral Program, you hereby represent and warrant that you have obtained consent from the Potential customer to send such entity's contact information to Audiense as part of a Referral Submission, and you believe in good faith that the Potential customer is interested in becoming a customer Audiense.

In the event we receive more than one Referral Submission for a Potential customer, we will honor the submission we receive earliest.

Notwithstanding the above, Audiense shall retain at all times the right in its sole discretion to decide whether or not to pursue any Potential customers introduced by a Referrer.

We will process all information provided to us through the Referral Program in accordance with our Privacy Policy located at: <https://legal.audiense.com/>, and to the extent required by applicable law, you will inform the Potential customer of such privacy policy.

#### **Audiense's Contact with a Potential customer**

After you submit a complete Referral Submission, Audiense will contact the Potential customer confirming our receipt of the Referral Submission, unless you deselect the "I give Audiense permission to contact this referral" option in the Referral Website, in which case you will be expected to handle communications between Audiense and the Potential customer (unless the Potential customer contacts Audiense directly).

The Potential customer will have the opportunity to inform us that (i) it is not looking for a Audiense Subscription Agreement and/or (ii) it has not given authorization to you in connection with the introduction. If the Potential customer informs us that it has not given authorization to you, you will not be eligible for the Fee even if such Potential customer otherwise becomes a Qualified Referral, and you may be subject to further action as set forth in these Program ToS.

#### **IV. FEES, BENEFITS, AND PAYMENT**

##### **Fees and Benefits**

Subject to these Program ToS, each Qualified Referral shall be eligible for the benefits set forth below. Audiense will determine eligibility for Referrer Fees and other benefits hereunder in its sole discretion.

| <b>Audiense Subscription Plan</b> | <b>Qualified Referral Gets</b>              | <b>Referrer Gets</b> |
|-----------------------------------|---|----------------------|
| Monthly Audience Marketing Plan   | 5% Discount on the first 3 monthly invoices | £100.00              |
| Annual Audience Marketing Plan    | 1 month Free for each 12 months committed*  | £500.00              |

*\* To be qualified for free months under the Referral Program, a Qualified Referral must commit to a term of twelve (12) months or more in its Subscription Agreement.*

### **Qualified Referral Gets**

Each twelve (12) month period that a Qualified Referral commits to pursuant to its Subscription Agreement shall entitle such Qualified Referral to one (1) free additional month. Any and all free additional months will be added to the end of the Qualified Referral's committed term

### **Referrer Gets**

Provided that a Qualified Referral continues the subscription agreed with Audiense for at least 3 months (from the starting date), a Referrer will be entitled to a Fee based on the committed term of the Qualified Referral in accordance to the table above.

### **Payment Terms**

Fees will be paid in the same currency paid by the Qualified Referral pursuant to the applicable Subscription Agreement. Fee amounts may be reduced for deductions, downgrades of the subscription fee, and taxes (collectively, "Deductions"). Audiense reserves the right to choose the mode of payment. VAT/GST requirements may depend both on the location of the Referrer as well as the location of the Qualified Referral. VAT determinations will be made at the time of processing.

### **Payment to Referrers**

Prior to receiving any payment, Referrer will be required to comply with Audiense's Standard Vendor Registration process as a "New Vendor". In order to initiate Audiense's Standard Vendor Registration process, please click in the registrations form that you have received in the welcome email.

If a Referrer has not completed all the aforementioned vendor registration requirements by the time such Referrer is due to be paid any Fees, Audiense may withhold payments from the Referrer and will not be responsible for the payment of any Fees until such vendor registration is complete. A Referrer will not be eligible to receive any Fees for a Qualified Referral if such Referrer fails to complete the vendor vetting process within twelve (12) months of the date of execution of that Qualified Referral's first subscription agreement.

To be eligible for Fees, a Referrer must provide us with valid bank account information. Failure to provide bank information and to keep such information up to-date may result in the delay or forfeiture of Fees for which Audiense will not be responsible. Except as otherwise set forth herein, provided Audiense has received the Referrer's accurate and complete bank account information, and subject to these Program ToS, Audiense shall pay the applicable Fees due on the later of ninety (90) days from (i) receipt of the customer Referrer's bank information, or (ii) the Qualified Referral's subscription start date.

In addition to the above, Audiense reserves the right to withhold fee payment until the Qualified Referral pays for the agreed Audiense Subscription. In the event of the Qualified Referral failing to pay the agreed amount within a period of 90 days from receipt of the subscription invoice, Audiense will consider the Referrer to be non-eligible for the aforementioned Fee.

You represent and warrant that all information you provide to us, including, without limitation, your contact and bank account information, is complete, accurate, and up-to-date and accurate. You will have the opportunity to edit your contact and bank account information at any time, including

during any Fee's payable lifecycle, as well as to check the status of pending, completed, and expired Referral Submissions, by contacting ops@audiense.com.

### **Cross-Border Transactions**

A "Cross-Border Transaction" is a payment that involves individuals, corporations, settlement institutions, central banks or a combination thereof, in at least two different countries. In the event of a Cross-Border Transaction, the Referrer will incur all transactional and tax withholdings and any other taxes associated with each transaction pursuant to the tax authority requirements of the transmitting country.

### **Invoicing**

By participating in the Referral Program, all Referrers, hereby agree to our self-billing procedures as follows: Prior to releasing payment, Audiense will issue a self-billing invoice for the Fees and will pay such invoice in accordance with the payment terms set forth herein. The self-billing invoices will use the name, address, and VAT registration number (if applicable) you provide upon signing up for the Referral Program. You agree to promptly notify Audiense of any changes to the information provided upon sign-up. Audiense will not be responsible for any failures, delays or errors in payment due to incomplete, inaccurate or outdated information.

In all cases, by agreeing to these Program ToS, you accept that Audiense will pay Fees automatically using the banking information you provided. You will receive an email confirmation, which may include a self-billing invoice from Audiense, setting forth the applicable Fees due and containing such other details as Audiense may choose to include, in its sole discretion. You agree that such email shall serve as a valid invoice and record of transaction. If you do not receive such an email, please contact referrals@Audiense.com.

### **Payment Disputes**

All disputes regarding Fees or any other payment amounts must be communicated in writing either by emailing referrals@Audiense.com or responding to the relevant payment confirmation email from Audiense. You must communicate a dispute within five (5) business days of receipt of the disputed email invoice, and failure to do so shall act as a waiver of any disputes related to the amounts described therein. Audiense reserves the right to withhold payment in the event of a bona fide dispute, as determined in Audiense's sole discretion.

### **Overpayments to Referrer**

In the event that you are paid more than your entitled Fees, whether as a result of calculation errors, unaccounted-for Deductions, or for any other reason, you shall promptly repay Audiense such overpaid amounts, as determined by Audiense. If you fail to promptly return such overpaid amounts, Audiense may offset any such amounts from future payments to you, and you may be suspended or disqualified from the Referral Program, in Audiense's sole discretion. The foregoing shall be in addition to all rights and remedies Audiense may seek in equity or at law.

## **V. DISQUALIFICATIONS**

A Referrer may be disqualified from the Referral Program for reasons including, but not limited to:

- Submitting false leads;
- Providing incorrect information;
- Misrepresenting that Referrer has consent from a Potential customer;
- Referring a person or entity that is specifically excluded from being a Qualified Referral under these Program ToS;
- Participating in or having any involvement in criminal or fraudulent activities; or
- Failing to comply with or breaching these Program ToS.

A disqualified Referrer is not eligible to participate in the Referral Program and shall not be entitled to any Fees or other benefits hereunder, unless Audiense specifically revokes such disqualification in its sole discretion. All disqualifications are determined in Audiense's sole discretion. In addition to being disqualified from the Referral Program, Audiense may seek all rights and remedies available in equity or at law.

## **VI. GENERAL TERMS AND CONDITIONS**

### **Warranty Disclaimer**

AUDIENSE MAKES NO WARRANTIES TO REFERRER OR ANY POTENTIAL CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

### **Indemnification**

You will defend, indemnify, and hold harmless the Audiense Parties from and against any claim, cause of action, demand, suit, proceeding, damages, liabilities, loss, or costs, including without limitation, reasonable attorney fees, made or brought against the Audiense Parties arising out of (a) your participation in the Referral Program, (b) any breaches of your representations, warranties, or obligations hereunder, or (c) the negligence or willful misconduct of you or your employees, representatives or agents. Audiense will notify Referrer of any claims as soon as reasonably practicable.

### **Limitation of Liability**

AUDIENSE WILL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE PROGRAM TOS OR OTHERWISE RELATED TO THE REFERRAL PROGRAM OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, OR USE. AUDIENSE'S LIABILITY SHALL NOT EXCEED THE FEES PAYABLE BY AUDIENSE TO REFERRER FOR AN APPLICABLE REFERRAL DURING THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

### **Modification, Suspension, or Termination and Disqualification**

Audiense reserves the right to amend or update the Referral Program and these Program ToS at any time without prior notice. Audiense may, at its option, suspend or terminate the Referral Program and these Program ToS, whether worldwide or in any locations or geographic areas, as determined in Audiense's sole discretion. Upon any suspension or termination of the Referral Program, or the

disqualification of a Referral pursuant to these Program ToS, (i) Referrer shall immediately cease all promotion of Audiense and Audiense's products and services, and shall immediately return to Audiense, or at Audiense's option, destroy, all materials provided by Audiense hereunder, including any Confidential Information, as defined herein; (ii) Audiense may market, sell or provide products or services to any third party, without obligation to pay Referrer any Fees; and (iii) except in the event of a disqualification for Referrer's breach, Audiense will pay applicable Fees for Subscription Agreements which were executed prior to termination or suspension of the Referral Program, in accordance with these Program ToS. Notwithstanding any suspension or termination of the Referral Program or these Program ToS, or any disqualification of a Referrer, the following Sections, and any terms that by their nature would be expected to survive, shall survive and remain in effect: Overpayment to Referrer, Payment Terms (to the extent any payment obligations remain outstanding), and all General Terms. Any suspension or termination of the Referral Program or these Program ToS shall be without prejudice to any other rights or remedies available under these Program ToS, in equity or at law.

### **Governing Law**

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### **Confidentiality**

For purposes of these Program ToS, "Confidential Information" shall mean all commercial, marketing, technical, operational, financial, staff, management, and other non-public information, data, and know-how regarding Audiense or any of its affiliates, and any documents, notes, memoranda or other information prepared by or on behalf of Audiense or any of its affiliates, whether in writing or in any other tangible form, which may be supplied to or otherwise come into Referrer's possession, which is or would reasonably be considered confidential in nature, or is deemed confidential by Audiense or any of its affiliates. Confidential Information shall not include information which, (i) is known to the general public through no act or omission of Referrer, (ii) is within the legitimate possession of Referrer without obligation of confidentiality prior to disclosure, (iii) is lawfully received by Referrer from a third party having rights therein without notice of any confidentiality obligations or restrictions against its further disclosure, provided that Referrer identifies such third party upon Audiense's request, (iv) is independently developed by Referrer, or (v) is disclosed by Referrer with Audiense's prior written consent. Confidential Information specifically includes all information related to a Potential customer's or Qualified Referral's agreement(s) with Audiense, including but not limited to, the actual or proposed pricing and other terms thereof.

Referrer shall use the Confidential Information only in connection with these Program ToS, unless otherwise authorized, instructed or agreed in writing by Audiense. Referrer shall use best efforts to disclose Confidential Information only to Referrer's representatives, employees, agents, or Potential customers who need to know such information in connection with these Program ToS, and Referrer shall inform each such representative, employee, agent, or Potential customer of these confidentiality obligations and ensure that such parties abide by the confidentiality obligations set forth herein.

Referrer shall be solely responsible for any breach of these confidentiality obligations by any of its representatives, employees, agents, or Potential customers. Referrer shall treat all Confidential Information as strictly confidential, and will not, either directly or indirectly, use, communicate, or otherwise disseminate any Confidential Information to any person or entity for any purpose not permitted hereunder. Referrer shall not produce or reproduce parts or components, in any form, incorporating Confidential Information, whether for itself or for a third party, for purposes or uses other than those permitted hereunder or as otherwise expressly permitted by Audiense in writing.

In addition to the confidentiality obligations set forth above, you may also be required to sign a non-disclosure agreement as a condition to Audiense's disclosure of certain Confidential Information to you.

### **Audiense Trademark and Materials**

Referrer shall not distribute any materials about Audiense or its products or services unless and until such materials have been approved in writing by Audiense, and once approved, may only be used in the form and manner approved by Audiense. All uses of Audiense's trademarks and logos shall be subject to Audiense's prior written approval in each instance. Referrer may not use the Audiense Marks in any way that disparages or tarnishes Audiense or its business. Audiense may inspect any materials or content that contain any Audiense Marks, and upon the request of Audiense, Referrer shall immediately remove all such materials that are unacceptable to Audiense (in Audiense's sole discretion) or modify all such materials to become acceptable to Audiense. Nothing contained in these rules shall be construed to vest in Referrer any right, title, or interest in or to the Audiense Marks or in the goodwill now or hereafter associated therewith, and all goodwill generated from Referrer's use of the Audiense Marks shall inure to the sole and exclusive benefit of Audiense.

### **Sanctions, Anti-Money Laundering and Anti-Corruption**

Referrer hereby represents and warrants that:

(a) During the term of these Program ToS, Referrer and Referrer's company's directors, officers, employees, agents, subcontractors, representatives or anyone acting on Referrer's behalf (each a "Referrer Party", together "Referrer Parties") will comply with all applicable U.S. and non-U.S. economic sanctions and export control laws and regulations, including but not limited to the economic sanctions regulations implemented under statutory authority and/or Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 C.F.R. Part 500 et seq.), the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Part 730 et seq.), the economic sanctions rules and regulations of the European Council, United Kingdom, and EU customer States, and EU's Dual-use Regulation 428/2009 (collectively, "Trade Control Laws").

(b) Neither Referrer, nor Referrer's company's subsidiaries, affiliates, directors or officers is (a) a citizen or resident of, an entity organized under the laws of, or otherwise located in, a country subject to comprehensive territorial sanctions maintained by OFAC (hereinafter referred to as "Sanctioned Countries"), (b) identified on U.S. Government restricted party lists including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC; the Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the U.S. State Department Directorate of Defense Trade Controls, (c) a listed person or entity on the Consolidated List of persons and entities subject to asset-freezing measures or other sanctions

maintained by the European Union, and by the customer States of the European Union, (d) or a person or entity subject to asset-freezing measures or other sanctions maintained by the United Kingdom's HM Treasury (collectively referred to herein as "Restricted Parties").

(c) Neither Referrer nor Referrer's company's customers, subsidiaries and/or affiliates are 50% or more owned, individually or in the aggregate, directly or indirectly by one or more Restricted Parties or otherwise controlled by Restricted Parties.

(d) Less than 10% of Referrer's or Referrer's company's total annual revenues are, and will continue to be for the duration of the Referral Program, generated from activities involving, directly or indirectly, one or more of the Sanctioned Countries.

(e) Neither Referrer nor any Referrer Parties will, at any time during Referrer's participation in the Referral Program, engage in any activity under these Program ToS that violates applicable Trade Control Laws or causes Audiense to be in violation of Trade Control Laws.

Referrer hereby represents and warrants that at all times Referrer has conducted and will conduct its operations ethically and in accordance with all laws, including but not limited to laws that prohibit commercial bribery and money laundering (the "Anti-Money Laundering Laws"), and that all funds which Referrer will use to comply with its payment obligations under these Program ToS, if any, will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. Referrer will provide Audiense with all information and documents that Audiense from time to time may request in order to comply with all Anti-Money Laundering Laws.

Neither Referrer nor any Referrer Party, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of Audiense for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly. For purposes of this section, "Government Official" means any officer, employee or person acting in an official capacity for any government agency or instrumentality, including state-owned or controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office.

### **Reservation of Rights; Ownership**

Audiense reserves the right in its sole discretion to make any determination under these Program ToS, including, without limitation, the determination of eligibility of a Referrer, Referral Submission, or Qualified Referral, and the amount and payment of any Fees. If Audiense determines, in its sole discretion, that you have violated these Program ToS, you may not be eligible for the Fees, and Audiense reserves the right to disqualify you from the Referral Program in addition to seeking any rights and remedies it may be entitled to in equity or at law. As between the parties, Audiense owns all right, title, and interest in and to Audiense's products and services and all materials provided by Audiense to Referrers hereunder and reserves all rights not expressly granted hereunder. Nothing in these Program ToS grants you or any other party any right, title, or license to use any of Audiense's trademark or other intellectual property rights except as expressly set forth herein.



## **Assignment**

These Program ToS and the rights and obligations herein may not be assigned or transferred, in whole or in part, by Referrer without the prior written consent of Audiense. Any assignment in violation of this provision is void and without effect. Audiense may transfer these Program ToS to any third party without Referrer's consent. In the case of any permitted assignment under these Program ToS, these Program ToS or the relevant provisions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

## **Contracting Party**

Contracting Party Who "Audiense" is for the purposes of these Program ToS is Audiense Limited, incorporated in the United Kingdom and with company number 07927254.

## **Relationship of the Parties**

The parties hereto shall each be independent contractors in the performance of their obligations under these Program ToS, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Nothing in these Program ToS shall be construed as limiting in any manner Audiense's marketing and distribution activities, or its appointment of agents or representatives of any kind.

## **Communications from Audiense to Referrer**

The Audiense Operations team shall be responsible for all final determinations regarding Referral Submissions, Qualified Referrals, Fees, and all other aspects of eligibility under these Program ToS. All binding communications relating to Referral Submissions, Qualified Referrals, Fees, or any other aspect of the Referral Program shall come from the Audiense Operations team. While you may receive unofficial contact from other Audiense departments regarding the Referral Program (or other portion thereof), such communication shall be considered advisory only, may not be correct or current, and shall not be binding or effective under these Program ToS. Any questions or concerns regarding these Program ToS and the Referral Program should be addressed to the Audiense Operations team at ops@Audiense.com.

By accepting these Program ToS, you also consent to receive transactional and marketing related email communications from Audiense in relation to your Qualified Referral as well as relevant promotions. You may unsubscribe from these email correspondences by selecting the "Unsubscribe" link and following the corresponding steps.

## **Miscellaneous**

In no event shall you make any representation, guarantee or warranty concerning Audiense, any Audiense products or services, or any of the terms or conditions of any Audiense customership agreement, except as expressly authorized in writing by us. Referrer will not make any public announcements relating to the Referral Program or the Program ToS without the prior written consent of Audiense. Notices under these rules shall be sufficient only if in writing and sent by confirmed email to ops@Audiense.com, in the case of Audiense, or the email address Audiense has on file, in the case of Referrer. Headings and captions used in these rules are for convenience only and are not to be used in the interpretation of these Program ToS. If any provision of these Program ToS is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or

eliminated to the minimum extent necessary so that these Program ToS otherwise remain in full force and effect and enforceable. These Program ToS constitute the entire agreement between the parties relating to the subject matter hereof and supersede all proposals, letters of intent, memoranda of understanding, or discussions, whether written or oral, relating to the subject matter of these Program ToS and all past dealing or industry custom. In the event of any conflict between these Program ToS and the terms of any other agreement between the parties, the terms of these Program ToS shall govern and control. No provision of right or privilege under these Program ToS shall be deemed waived unless such waiver is in writing and executed by both parties. No waiver by any party of any breach or default of any provision of these Program ToS by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver. These Program ToS may only be modified by an instrument in writing executed by Audiense.

Questions? Reach out to Operations Team at [referrals@Audiense.com](mailto:referrals@Audiense.com).

## **DEFINED TERMS**

“Anti-Money Laundering Laws” shall have the meaning set forth in Section VI.

“Confidential Information” shall have the meaning set forth in Section VI.

“Cross-Border Transaction” shall have the meaning set forth in Section IV.

“Deductions” shall have the meaning set forth in Section IV.

“Fees” means compensation owed from Audiense to a Referrer pursuant to the Referral Program, as further described in Section IV.

“JAMS” means the arbitration entity formerly known as Judicial Arbitration and Mediation Services, Inc.

“customer-Referrer” means a Referrer that is an Audiense customer.

“OFAC” means the United States Office of Foreign Assets Control.

“Potential customer” means an individual or entity that has been introduced to Audiense by a Referrer by way of a Referral Submission but has not been confirmed as Qualified Referral, as more specifically described in Section II.

“Program ToS” means the rules, terms and conditions of the Referral Program, as set forth in this document.

“Qualified Referral” shall have the meaning set forth in Section II.

“Referral Program” means the Audiense Referral Program.

“Referral Submission” means an introduction of Potential customer to Audiense by a Referrer made pursuant to these Rules, as further described in Section III.

“Referral Website” means <https://audiencefirst.typeform.com/to/oW2qWe>.

“Referrer” or “you” shall have the meaning set forth in Section I.

“Referrer Party(ies)” means Referrer and Referrer’s employer’s or company’s directors, officers, employees, agents, subcontractors, representatives or anyone acting on Referrer’s behalf.

"Restricted Parties" shall have the meaning set forth in Section VI.

“Sanctioned Countries” shall have the meaning set forth in Section VI.

“Trade Control Laws” shall have the meaning set forth in Section VI.

“Audiense” shall have the meaning set forth in Section VI.

“Audiense Marks” means Audiense’s logos or trademarks.

“Audiense Parties” means Audiense and its affiliates, and each entity’s directors, employees, officers, agents, and representatives.