

Netspyglass Channel Program Agreement

BY SUBMITTING AN APPLICATION FOR NETSPYGLASS'S CHANNEL PROGRAM THROUGH THE PARTNERSTACK PLATFORM AND BY CLICKING ON THE "SUBMIT," "ACCEPT," OR SIMILAR BUTTON, YOU ARE SIGNIFYING THAT YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS AGREEMENT AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 14 BELOW. THE INDIVIDUAL ENTERING INTO THESE TERMS ON BEHALF OF THE USER IS, REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE USER TO THESE TERMS OF USE.

This Channel Program Agreement ("Agreement") provides terms and conditions applicable to your membership in the Netspyglass Channel Program ("NCP") that are in addition to any terms and conditions that you may have agreed to pursuant to an agreement with PartnerStack (hereafter defined). In these Terms, "Netspyglass" "We", "Us" or "Our" will refer to Happy Gears Inc., d/b/a Netspyglass and the terms "You" or "Your" or "Referral Partner" or "Reseller Partner" will refer to you.

This Agreement incorporates, and you agree to comply with, the most recent version of all policies, guidelines and other rules referenced in this Agreement or accessible on Netspyglass's Channel Program Profile on the PartnerStack Platform ("NCP Policy(ies)"), as they may be updated from time to time. In the event of any conflict between this Agreement and any NCP Policy, this Agreement will control.

Netspyglass and Referral Partner as well as Netspyglass and Reseller Partner each acknowledge that they may be parties to agreements with PartnerStack and may be participants in a PartnerStack Program ("Program"). You acknowledge that Netspyglass is not a party to any agreement you may have with PartnerStack, will be in no way responsible for the performance of PartnerStack and that Netspyglass is not an agent or representative of PartnerStack.

1. Overview

Happy Gears Inc., DBA Netspyglass, a California corporation ("Netspyglass"), provides a cloud-based network monitoring and automation platform as-a-service.

The Netspyglass Channel Program (NCP), allows approved companies ("Referral Partner(s)" and "Reseller Partner(s)) a revocable, limited and non-exclusive right to:

- lawfully advertise and promote Netspyglass services and the Netspyglass website solely in a manner approved by Netspyglass;
- lawfully post on their website (“Site”) an approved graphical or textual Internet hyperlink (“Link”) to the Netspyglass website; and
- lawfully direct visitors from the Referral Partner's Site or the Reseller Partner's Site to a specific URL or landing page designated by Netspyglass (“Netspyglass Site”).

When customers introduced to Netspyglass by Reseller or Referral partners purchase a subscription to Netspyglass products, Referral Partners and Reseller Partners can earn a “Channel Program Commission” (the Channel Program Commission are posted on the NCP Channel Program Profile on the PartnerStack Platform and may be changed in Netspyglass’s sole discretion from time to time by posting a different Channel Program Commission and/or requirements for payment to be earned on the NCP Channel Program Profile) for each “Qualified Sale” (as defined herein). Any additional Netspyglass services outside of the standard Netspyglass subscription account are not eligible for Channel Program Commissions at this time.

2. Unacceptable Websites

We will reject your application or cancel your participation in the NCP if we determine in our sole discretion that your Site is unsuitable for the NCP, including if your Site displays, stores, processes or transmits:

- Material that infringes or misappropriates, or uses without appropriate consent, a third party's intellectual property or proprietary rights;
- Hate-related, abusive, and/or material advocating discrimination against individuals or groups;
- Material promoting or related to violence of any kind;
- Obscene or sexually explicit material, or anything which exploits of minors under 18 years of age;
- Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights; and/or
- Material that in any way targets children 13 years of age or younger or violates any applicable laws or governmental authority regulations related to child protection.

You may not create or design your Site or any other website that you operate, explicitly or implied in a manner which resembles the Netspyglass website nor design your Site in a manner which leads customers to believe you are Netspyglass or any other Netspyglass affiliated business.

3. Approval

All participation in NCP is subject to Netspyglass's approval, which may be withheld in Netspyglass's sole discretion.

Unless notified to the contrary, in writing from Netspyglass, all prospective Referral Partners and Reseller Partners must submit an application to Netspyglass through the PartnerStack Platform in order to become an "approved" Referral Partner or Reseller Partner eligible to participate in NCP. Netspyglass will notify each prospective Referral Partner and Reseller Partner through PartnerStack in writing (by e-mail or otherwise) whether or not it has been approved. The Referral or Reseller Partner is not authorized to participate in NCP or to post Links to the Netspyglass website until approved in advance by Netspyglass.

If approved, Referral Partner and Reseller Partner consents to be contacted at the email and telephone number it provided in applying for the NCP, including via automated dialing systems, texts and pre-recorded messages. Referral Partner's and Reseller Partner's consent may not be revoked except in writing by both Parties

4. Limited License to Use Netspyglass Marks

Upon receiving written notice of approval, Netspyglass grants to Referral Partner and Reseller Partner a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to use only those Netspyglass marks, trademarks, service marks, trade names, trade dress, logos, graphics and icons specifically designated and provided by Netspyglass ("Marks") solely in connection with the marketing, advertising, and promotion of the Netspyglass advertisements posted on the Referral Partner's or Reseller Partner's Site (which advertisements must be approved by Netspyglass) and in connection with the graphical/textual Links to the Netspyglass Site.

Referral Partner's and Reseller Partner's use of Netspyglass's Marks will at all times be subject to the prior written approval of Netspyglass and in accordance with the following:

- Referral Partner and Reseller Partner respectively shall comply with all reasonable guidelines provided by Netspyglass with respect to the graphic reproduction, appearance, and “look and feel” related to the marketing and representation of Netspyglass and its products and services.
- Referral Partner’s and Reseller Partner's respective use of the Marks shall include the appropriate trademark/service mark symbols and Referral Partner and Reseller Partner shall not remove such symbols.
- Nothing in the Agreement gives Referral Partner or Reseller Partner any right, title or interest in the “Netspyglass” logo or mark, or any other Netspyglass owned marks. Netspyglass reserves all rights, title and interest in the Marks and the goodwill associated with use of the Marks shall inure solely to the benefit of Netspyglass.
- All rights not expressly granted in the Agreement are reserved by Netspyglass.

The Referral Partner’s and Reseller Partner's respective right to use the Marks is limited to and arises only out of the license granted hereunder. This license may be immediately terminated upon notice from Netspyglass and shall automatically terminate upon any termination or expiration of this Agreement.

Referral Partner and Reseller Partner respectively shall not assert the invalidity, unenforceability, or contest the ownership by Netspyglass of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Netspyglass's right, title or interest in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. Referral Partner and Reseller Partner respectively agree not to register or attempt to register any phrases, marks or logos that would cause confusion, or be likely to cause confusion, with any of Netspyglass's Marks. Referral Partner and Reseller Partner respectively acknowledge Netspyglass rights in and to the Marks and any display by Referral Partner or Referral Partner of Marks will inure to the sole benefit of Netspyglass.

Referral Partner and Reseller Partner respectively may not make any specific representations concerning the quality of any Netspyglass products or services, nor that Netspyglass “officially” endorses Referral Partner or Reseller Partner in any way, nor that Netspyglass recommends Referral Partner's or Reseller Partner’s products or services over those of any other company or person.

The Referral Partner and Reseller Partner respectively is not permitted to use the Marks to disparage or parody Netspyglass, its subsidiaries, products, or services, or any other person or entity, including without limitation the products or services of a Netspyglass competitor. Referral Partner and Reseller Partner respectively may not use the Marks for promotional goods, or for products which in Netspyglass's reasonable judgment may diminish or otherwise damage Netspyglass goodwill in the Marks.

5. Usage Guidelines

Netspyglass requires that Referral Partner and Reseller Partner respectively use only the marketing materials available from the PartnerStack Platform. No re-sampling or other attempted duplication is allowed and no alterations, modifications, cropping or additions to the marketing materials or Marks are permitted.

Any marketing materials or visual display for the Referral Partner's products or services and Reseller Partner's products and services that use the "Netspyglass" trademark or logo must (in the sole opinion of Netspyglass) be consistent with the following brand attributes of the products and services offered by Netspyglass (e.g. easy-to-use, trusted, and very high quality).

Netspyglass has the right to review Referral Partner's and Reseller Partner's respective use of the Netspyglass mark and marketing materials and Netspyglass may provide input about whether said materials or displays are compliant. If marketing materials or visual displays are, in the sole opinion of Netspyglass, inconsistent with the Netspyglass requirements, Netspyglass can require that such materials be changed prior to any public distribution as set forth in the Agreement. If Referral Partner or Reseller Partner does not make the changes to its Site that Netspyglass deems necessary, Netspyglass reserves the right to terminate your participation in the NCP.

In addition to the above, the appropriate ownership legend must be included in the "legal notices" section of any materials in which the "Netspyglass" logo or mark is displayed. This legend must read generally as follows: "Netspyglass is a registered mark, displayed with permission." In advertising and promotional materials, the legend is typically placed at the bottom of the ad or layout. The legend may appear in small type, but must still be legible.

Unless authorized in writing from Netspyglass, Referral Partner and Reseller Partner respectively will not bid on or purchase keywords, search terms, or other

identifiers, including the word Netspyglass, www.Netspyglass.com, any other trademark or brand name of Netspyglass or any variations or misspellings of any of these words (“Prohibited Keywords”).

6. Limited License to Link to Netspyglass website

Upon acceptance into the NCP, Referral Partner and Reseller Partner respectively will have access to the logos and graphics for graphical/textual Links and Netspyglass grants Referral Partner and Reseller Partner respectively a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to post on each of Referral Partner's and Reseller Partner's Sites that have been approved by Netspyglass in advance, graphical/textual Links (only as approved by Netspyglass) to the Netspyglass Site and to direct visitors to the Netspyglass Site in accordance with the terms and conditions of this Agreement.

7. Advertising Rules and Restrictions

Referral Partner and Reseller Partner respectively shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC's Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Referral Partner and Reseller Partner respectively is solely responsible for ensuring Referral Partner's and Reseller Partner's respective compliance with all laws. Netspyglass retains the sole and exclusive discretion to determine whether Referral Partner's and Reseller Partner's advertising and conduct is in compliance with all laws.

If Referral Partner or Reseller Partner engages in email marketing it must have the consent of the recipient to send such email and shall maintain records evidencing such consent including, without limitation: (a) Recipient opt-in date; (b) Registration source; (c) First name; (d) Last name; (e) E-mail address; (f) Privacy Policy of source site; and (g) Any other information collected.

Referral Partner and Reseller Partner respectively must notify Netspyglass of any complaint received by Referral Partner or Reseller Partner regarding any advertisements security or privacy issues within twenty-four (24) hours of receiving such complaint. Notice should be sent to Legal@Netspyglass.com.

Under NCP, Referral Partner and Reseller Partner respectively shall not:

- make or publish any statement, claim, representation or warranty about Netspyglass products or services that are inconsistent with or beyond the scope of Netspyglass marketing materials available from the PartnerStack Platform or otherwise authorized in writing by Netspyglass for Referral Partner or Reseller Partner use;
- misrepresent the services provided by Netspyglass or the services offered by the Netspyglass website (including any guarantees regarding use of the services);
- misrepresent its relationship with Netspyglass (including any implication that Netspyglass sponsors, supports or endorses Referral Partner or Reseller Partner) publish or distribute advertising by telemarketing, fax, or text messaging in any form to any device;

8. Qualified Sales/Commissions

Netspyglass will only pay a Channel Program Commission for “Qualified Sales” that meet all of the following conditions:

- It must be received by Netspyglass during the term of this Agreement, prior to termination; and
- It must result in a sale of a Netspyglass product, and all payments-in-full received by Netspyglass.

A Qualified Sale is disqualified whenever it occurs in connection with a violation of this Agreement or any other terms, conditions and policies that Netspyglass may issue from time to time that apply to the NCP. Referral Partner and Reseller Partner respectively shall not submit non-bona-fide leads.

Although PartnerStack may track and calculate the lead submissions in accordance with the Program, determination of whether the lead submission has resulted in a Qualified Sale shall be made by Netspyglass.

Commissions will be paid by Netspyglass to PartnerStack and PartnerStack shall process and distribute commissions, less fees, in accordance with Your PartnerStack Terms of Use. Netspyglass may chargeback to Referral Partner or Reseller Partner respectively (e.g., debit or offset from any amounts owed) any Channel Program Commissions paid or credited to Referral Partner or Reseller Partner respectively with respect to sales that were not Qualified Sales, were procured fraudulently or as a result of any violation of this Agreement or applicable

law or were paid in error; the Referral Partner and Reseller Partner respectively hereby consenting to the same. Disputes regarding commissions or fees should be submitted in accordance with PartnerStack's Terms of Use.

If fraud is detected, your account will be made inactive pending further investigation. In addition, in the event that you have already received payment for fraudulent activities, Company reserves the right to seek credit or remedy from future earnings or to demand reimbursement from you.

Other than the payment of the Channel Program Commission, Referral Partner and Reseller Partner respectively shall have no claims to any additional compensation, commissions or business derived by or through Qualified Sales.

9. Representations, Warranties and Covenants

Referral Partner and Reseller partner respectively represent and warrant that:

- The Referral Partner and Reseller Partner respectively is duly organized, validly existing, and in good standing under the laws of the state or country of Referral Partner's origin;
- The Referral Partner and Reseller Partner respectively has all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- The Referral Partner and Reseller Partner respectively has no prior or pending government investigations or inquiries of it by any federal or state governmental agency or any regulatory authority anywhere in the world which relate to any violation of consumer protection or advertising laws;
- The Referral Partner and Reseller Partner respectively has established and implemented commercially reasonable practices and procedures and will continue to perform spot checks or audits to ensure that full compliance with all federal, state and local laws and regulations;
- The Referral Partner and Reseller Partner respectively will promptly notify Netspyglass, in writing, if it receives any complaints or notices from any governmental agencies (including any third party claims asserted in state or federal courts) referencing a violation of any federal, state and local laws and regulations and particularly, any complaint regarding the privacy or security of data;

- The Referral Partner and Reseller Partner respectively will perform a full investigation, within forty-eight (48) hours of receipt of a request, if either party receives an inquiry or complaint from a governmental agency (including any third party claims asserted in state or federal courts) relating directly to any data use and/or protection provisions, whether federal, state, or local statute or regulation; or for providing information that was procured through fraud, identity theft or any illegal or illicit means to determine the merits of the inquiry or complaint;

10. Disclaimer of Warranties and Limitation of Liability

Netspyglass does not make any representation, warranty, or covenant regarding the amount Referral Partner or Reseller Partner respectively can expect to earn at any time in connection with the NCP, and Netspyglass will not be liable for any actions Referral Partner or Reseller Partner respectively undertake based on its expectations. NETSPYGLASS MAKES NO WARRANTIES WITH RESPECT TO NCP AND ITS RELATED MATERIALS, ANY OFFERINGS MADE THROUGH NCP, OR AS TO THE CONTINUATION OF OFFERINGS THROUGH NCP.

NETSPYGLASS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES OR SPECIAL DAMAGES, LOST PROFITS, LOST OPPORTUNITIES, LOST SAVINGS, LOST DATA, OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF NETSPYGLASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES, WHETHER RESULTING FROM BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE. NETSPYGLASS'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL Channel Program FEES PAID BY REFERRAL PARTNER OR RESELLER PARTNER RESPECTIVELY UNDER THE CHANNEL PROGRAM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

11. Term and Termination

Referral Partner and Reseller Partner respectively acknowledge and agree that by submitting its application, which may include clicking an acceptance box, the effective date of this Agreement will be the date on which Referral Partner or Reseller Partner respectively submits its application. The term of this Agreement shall be month-to-month, unless and until either party notifies the other in writing,

with seven days advance notice, that such party desires to terminate the Agreement.

Netspyglass may terminate this Agreement or suspend your Account immediately, without penalty, in the event that Referral Partner or Reseller Partner:

- is in material breach of this Agreement;
- Netspyglass believes that it may be subject to potential claims or liability related to your participation in the NCP;
- Netspyglass believes that its brand or reputation may be harmed by your participation in the NCP;
- has engaged in any deceptive, fraudulent or illegal activity in connection with the NCP;

Upon termination of this Agreement for breach, Netspyglass will be released from all obligations and liabilities owed to Referral Partner or Reseller Partner. For purposes of notification of termination, delivery via email is considered a written and immediate form of notification.

Termination of this Agreement will not relieve Referral Partner or Reseller Partner from any liability arising from any breach of this Agreement. Notwithstanding the foregoing, the rights and obligations of the parties that by their nature should survive the Agreement including but not limited to the sections related to payment, warranties, remedies, indemnification, and confidentiality, will survive this Agreement

Unless otherwise stated, upon termination of this Agreement:

- Qualified Sales obtained through Referral Partner's efforts or Reseller Partner's efforts respectively shall not constitute a continuation or renewal of this Agreement or a waiver of such termination;
- Referral Partner and Reseller Partner respectively shall not be entitled to Channel Program Commissions for Qualified Sales delivered after the date of termination;
- Referral Partner and Reseller partner respectively shall be entitled only to unpaid and undisputed Channel Program Commissions, earned by Referral Partner or Reseller Partner respectively prior to the date of termination;

- all rights and licenses granted to Referral Partner and Reseller Partner respectively shall immediately terminate and, as such, Referral Partner and Reseller Partner respectively will promptly cease all uses of any trade names, trademarks, service marks, logos and other designations of Netspyglass or NCP; and
- Referral Partner and Reseller Partner respectively shall return to Netspyglass any Netspyglass Confidential Information, and all copies thereof, in its possession, custody and control.

12. Indemnity

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NETSPYGLASS WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF REFERRAL PARTNER'S OR RESELLER PARTNER'S RESPECTIVE SITES (INCLUDING REFERRAL PARTNER'S OR RESELLER PARTNER'S USE OF ANY PARTNERSTACK SERVICE OFFERING) OR VIOLATION OF THIS AGREEMENT.

Referral Partner and Reseller Partner respectively shall defend, indemnify, and hold Netspyglass (and its directors, officers, employees, representatives, parents, affiliates and subsidiaries) harmless from and against any and all claims, liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with Referral Partner's or Reseller Partner's:

- violation of this Agreement or any NCP policies;
- breach or failure to perform under its PartnerStack agreement; and
- violation of any applicable law or the unauthorized use of the rights of a third party (including without limitation, Netspyglass Marks, website, materials or NCP.)

13. Confidential Information

Referral Partner and Reseller Partner respectively acknowledge that, during the term of this Agreement, it may receive non-public information relating to customers, business, operations or underlying technology of Netspyglass ("Confidential Information.")

Referral Partner or Reseller Partner respectively shall not use Confidential Information for purposes other than necessary for its performance under this

Agreement and shall ensure that all persons or entities who have access to Confidential Information in connection with its NCP account will be made aware of and will comply with the obligations in this provision. Referral Partner and Reseller Partner respectively shall not disclose Confidential Information to third parties without the prior written consent of Netspyglass and it will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. This restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties. Should Referral Partner or Reseller Partner be required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity of the legal process of any governmental entity of competent jurisdiction to disclose Confidential Information in its possession, custody or control, Referral Partner and Reseller Partner shall give prior written notice of such disclosure to Netspyglass; and use its best efforts to limit such disclosure to only that information which is required to be disclosed. Referral Partner's and Reseller Partner's respective obligation to not disclose or use Confidential Information shall survive the termination of this Agreement.

14. Additional Terms

- **Assignment:** Referral Partner and Reseller Partner respectively shall not assign, transfer or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of Netspyglass. Any attempted assignment, transfer or delegation in violation of the provisions of this provision will be void. Otherwise, the Agreement shall be binding upon and inure to the benefit of both parties and their successors and permitted assigns.
- **Severability:** The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect.
- **Waiver:** No delay or failure by Netspyglass in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
- **Equity:** The rights and remedies of Netspyglass are not mutually exclusive; that is, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Referral Partner and Reseller Partner respectively

acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be unenforceable by specific performance, injunction, or other equitable remedy.

- Construction: This Agreement shall be deemed a mutual agreement and shall not be construed and/or interpreted in favor or against either party on the basis of preparation of the Agreement.
- Modification: Netspyglass reserves the right to modify the terms and conditions of this Agreement in its sole discretion at any time, and such changes will be effective immediately upon being posted on the PartnerStack Platform. If any modification is unacceptable to Referral Partner, Referral Partner's sole recourse is to terminate this Agreement. Referral Partner's and Reseller Partner's continued participation in NCP after modification to the terms and conditions of this Agreement constitutes Referral Partner's and Reseller Partner's respective binding acceptance to the change.
- Choice of Law and Venue: This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California. Any action to enforce this Agreement shall be brought in the California federal courts or state courts (for the County of Santa Clara), the parties hereby by consenting to such exclusive jurisdiction and venue.
- Notice: Official notices should be sent to Netspyglass via certified mail to: Happy Gears Inc. DBA Netspyglass., 718 University Ave, Suite 212, CA - 95032. Notices for termination can be sent via email at: info@Netspyglass.com.
- Independent Contractor: Participation in NCP does not constitute an employment, broker or agency relationship, between Referral Partner or Reseller Partner and Netspyglass, nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties.