

## REFERRAL AGREEMENT

THESE TERMS AND CONDITIONS (“TERMS”) GOVERN PARTNER’S REFERRAL OF PROSPECTIVE END CUSTOMERS FOR THE MAINTENANCE SERVICES PROVIDED BY THE SPINNAKER SUPPORT CONTRACTING ENTITY AND/OR ITS AFFILIATES (“SPINNAKER”). CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF THE PARTIES EXECUTE A REFERRAL FORM REFERENCING THESE TERMS, THEY AGREE TO BE BOUND BY THE TERMS STATED HEREIN. ANY INDIVIDUAL AGREEING TO BE BOUND BY THESE TERMS ON BEHALF OF PARTNER REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND PARTNER TO THE TERMS CONTAINED HEREIN. These Terms were last updated on September 30, 2024.

In consideration of the mutual promises and undertakings of the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Company and Referral Partner agree as follows:

### 1. DEFINITIONS.

**1.1 “Customer”** means a person, corporation, or other legal entity that has purchased Services for a Project.

**1.2 “Customer Agreement”** means a written agreement entered into between Company and Customer for Services for a Project.

**1.3 “Lead”** means a lead to a potential Customer for Services for a Project. “Leads” are provided on a Project by Project basis, not a Customer by Customer basis.

**1.4 “Marks”** means those trademarks and trade names of Company listed in *Exhibit A* (as such list may be updated from time to time by Company upon notice to Referral Partner).

**1.5 “Project”** means a specific internal Customer project for which Customer purchases Services.

**1.6 “Services”** means the Company services described in the Lead Referral Form (as such may be updated from time to time by Company upon notice to Referral Partner) that Company may make available a Customer pursuant to a Customer Agreement.

### 2. RELATIONSHIP.

**2.1 Appointment.** Subject to the terms and conditions of this Agreement, Company hereby appoints Referral Partner, and Referral Partner hereby accepts such appointment, as a non-exclusive referral partner to assist Company in the promotion and sales of the Services. Referral Partner’s sole authority will be to promote the Services to potential Customers for Projects.

**2.2 Referrals.** Referral Partner agrees to provide Company with Leads and refer potential Customers to Company that Referral Partner believes have a need for the Services for Projects. At Company’s reasonable request, Referral Partner agrees to discuss each completed Lead Referral Form (defined below) in detail with Company, and to otherwise assist Company in making contact with the potential Customer by arranging an introduction, meeting, conference call, demonstrations or other means of communications between Company and the potential Customer. Company will make available to Referral Partner information regarding the Services, including access to technical information and marketing materials.

### 3. REFERRAL FEES AND PAYMENT.

**3.1 Qualified Referrals.** To submit a Lead to Company, Referral Partner must complete a Lead referral form (“**Lead Referral Form**”), as may be modified from time to time by Company upon notice to Referral Partner. Company will notify Referral Partner in writing of acceptance or rejection of a Lead

within thirty (30) days after receipt of the Lead Referral Form. To qualify for a referral commission, each new Lead must (a) have been referred to Company by Referral Partner via a Lead Referral Form; (b) accepted in writing by Company; (c) cover a Project which Company is not already engaged in or in discussions about; and (d) result in the execution of a Customer Agreement no later than twelve (12) months after Company’s acceptance of the Lead Referral Form. “**Qualified Referral**” means each Lead that meets each of the conditions set forth in this Section 3.1. All Leads received from Referral Partner will expire twenty-four (24) months after acceptance of the Lead Referral Form by Company.

**3.2 Referral Fees.** For each Qualified Referral, Company will pay to Referral Partner a referral fee equal to that certain percentage of the Services fees actually received by Company from the Qualified Referral during the first twelve (12) months of the Customer Agreement (net of any taxes or discounts) as set forth in the Lead Referral Form (“**Referral Fee**”).

**3.3 Payment.** Subject to the terms and conditions of this Agreement, Company will pay Referral Fees accrued within thirty (30) days after Company actually receives the applicable Services fees from each Qualified Referral as set forth in the applicable Customer Agreement. The payment of Referral Fees will be made in U.S. Dollars. Referral Partner shall be solely responsible for payment of any and all national, state, and local taxes and charges arising from or imposed on the payments made to Referral Partner by Company. If a Qualified Referral requests and obtains a refund or credit of the Services fees within twelve (12) months after execution of a Customer Agreement, the amount of the applicable Referral Fee paid to Referral Partner will be set-off against any subsequent Referral Fees earned by Referral Partner. Company will notify Referral Partner of executed agreement and amount invoiced to Customer. Referral Partner will submit invoice for referral fee due to:

- [APIinvoices@spinnakersupport.com](mailto:APIinvoices@spinnakersupport.com) (Americas)
- [accountspayable@spinnakersupport.com](mailto:accountspayable@spinnakersupport.com) (Rest of World)

**3.4 Changes.** Company shall have sole discretion and authority to change the terms of this Section 3 upon thirty (30) days advance written notice to Referral Partner and Referral Partner’s continued performance under this Agreement will be deemed to be acceptance of such terms.

### 4. TRADEMARKS.

**4.1 Trademark License.** Subject to the terms and conditions of this Agreement, Company grants to Referral Partner a non-exclusive, non-transferable, revocable, license (without the

right to grant sublicenses) to use and reproduce the Marks solely in connection with marketing the Services. Referral Partner agrees to state in appropriate places on all materials using the Marks that the Marks are trademarks of Company and to include the symbol <sup>TM</sup> or <sup>®</sup> as appropriate. Company grants no rights in the Marks other than those expressly granted in this Section 4.1. Referral Partner acknowledges Company's exclusive ownership of the Marks. Referral Partner agrees not to take any action inconsistent with such ownership and to cooperate, at Company's request and expense, in any action, which Company deems necessary or desirable to establish or preserve Company's exclusive rights in and to the Marks. Referral Partner will not adopt, use, or attempt to register any trademarks, trade names or domain names using any of the Marks or that are confusingly similar to the Marks or in such a way as to create combination marks with the Marks. Referral Partner will provide Company with samples of all products and materials that contain the Marks prior to their public use, distribution, or display for Company's quality assurance purposes and will obtain Company's written approval before such use, distribution, or display. At Company's request, Referral Partner will modify or discontinue any use of the Marks.

**4.2 Promotional Literature.** Referral Partner will use the brochures and other promotional literature describing the Services that Company may provide to Referral Partner ("**Promotional Literature**"). Referral Partner may reproduce the Promotional Literature to market and promote the Services. All reproductions will include all required and directed Company copyright and other proprietary notices.

## **5. OTHER OBLIGATIONS.**

**5.1 Marketing.** Referral Partner will use commercially reasonable efforts to market and promote the Services to potential Customers.

**5.2 Compliance with Laws.** Referral Partner will at all times comply with all applicable U.S. and international laws and regulations, and will refrain from any unethical conduct or any other conduct that tends to damage the reputation of Company or the Services in connection with this Agreement.

## **6. CONFIDENTIALITY.**

**6.1 Confidential Information.** Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party.

**6.2 Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving

Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**6.3 Exceptions.** The Receiving Party's obligations under Section 6.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**6.4 Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party and/or upon the expiration or termination of this Agreement. Upon the request of the Disclosing Party, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 6.4.

**6.5 Confidentiality of Agreement.** Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors except: (a) as required by law; (b) pursuant to a mutually agreeable press release; or (c) in connection with a contemplated transfer of such party's business permitted by Section 11.2 (provided that any third party to whom the terms of this Agreement are to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party).

## **7. WARRANTIES.**

**7.1 Warranties by Both Parties.** Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

**7.2 Disclaimer of Warranty.** THE EXPRESS WARRANTIES IN SECTION 7.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. REFERRAL PARTNER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

**7.3 Warranties Made by Referral Partner.** Referral Partner will not make or publish any representations, warranties, or guarantees concerning the Services.

**8. LIMITATION OF LIABILITY.** COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF REFERRAL FEES EARNED BY REFERRAL PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. TERM AND TERMINATION.**

**9.1 Term.** Unless earlier terminated pursuant to Section 9.2, the initial term of this Agreement will begin on the Effective Date and will continue for one (1) year ("**Initial Term**"). Thereafter, this Agreement will automatically be extended for successive renewal terms of one (1) year (each, a "**Renewal Term**") unless either party gives written notice of non-renewal or conditions for renewal, at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms are collectively referred to as the "**Term**."

**9.2 Termination.** A party may terminate this Agreement, effective immediately upon written notice to the other party, if such party breaches any provision of this Agreement and does not cure the breach within ten (10) days after receiving written notice thereof. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party.

**9.3 Effects of Termination.** Upon termination of this Agreement, Referral Partner shall (a) promptly return to Company or destroy any and all copies of Company's materials in its possession and (b) immediately discontinue all further use of the Marks and all further promotion of the Services. Referral Partner will not be entitled to any compensation or indemnity (whether for loss of rights, goodwill or otherwise) as a result of the termination of this Agreement in accordance with its terms. Sections 1, 6, 7, 8, 9.3, 10 and 10 will survive expiration or termination of this Agreement for any reason.

**10. INDEMNITY.** Referral Partner shall be solely responsible for, and shall indemnify and hold Company and its suppliers harmless from and against, any and all claims, damages, liabilities, losses, costs or expenses, including

without limitation reasonable attorneys' fees, arising out of the acts or omissions to act of Referral Partner, its employees or its agents, including without limitation any representations or warranties not authorized by Company and made by Referral Partner, its employees or agents regarding the Services; provided that Company (a) promptly delivers to Referral Partner any notices or papers served upon it in any proceeding covered by this indemnity; (b) provides Referral Partner control of the defense or settlement of any such action or claim; provided that Referral Partner shall not settle or compromise any claim in a manner that does not unconditionally release Company or in any manner that adversely affects Company's rights without first obtaining Company's written consent; and (c) provides reasonable assistance to Referral Partner in the defense of such claim or action at Referral Partner's request and reasonable expense.

**11. GENERAL.**

**11.1 Press Releases.** During the Term, either party may, with the other party's prior written consent, which shall not be unreasonably withheld, issue a press release announcing the relationship between the parties. Each party will have the opportunity to review and approve such announcement prior to its release by the other party.

**11.2 Assignment.** Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement, to any third party without the other party's prior written approval. Any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, Company may assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

**11.3 Force Majeure.** Except for payments due hereunder, neither party will be liable under this Agreement for failure or delay in the performance of its obligations arising from any cause which is beyond the reasonable control of such party.

**11.4 Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by confirmed email or by certified or registered mail (postage prepaid and return receipt requested), to the other party at the address set forth on the signature page of this Agreement, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

**11.5 Governing Law and Venue.** The governing law and jurisdiction of these Terms will be determined by the Spinnaker Support Contracting Entity executing the applicable Statement of Work: (a) If the Statement of Work is executed by Spinnaker Support LLC, these Terms will be governed by and interpreted in accordance with the laws of the State of Colorado, United States, without reference to its choice of law rules, and shall be subject to the jurisdiction of the federal and state courts in Denver, Colorado. (b) If the Statement of Work is executed by Spinnaker Support Ltd, these Terms will be governed by and interpreted in accordance with the laws of England and Wales, and shall be subject to the jurisdiction of the Courts of England and Wales. (c) If the Statement of Work is executed by Spinnaker Support Pty Ltd, these Terms will be governed by and interpreted in

accordance with the laws of Victoria, Australia, and shall be subject to the jurisdiction of the Courts in Victoria, Australia.

**11.6 Remedies.** Except as provided in Sections 7 and 8 the parties' rights and remedies under this Agreement are cumulative. Without limiting the foregoing, each party acknowledges and agrees that any actual or threatened breach of Section 6 will constitute immediate, irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the Receiving Party agrees to waive any bond that would otherwise be required.

**11.7 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.8 Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**11.9 Entire Agreement.** This Agreement (including the attachments and exhibits hereto) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Company and Referral Partner by their duly authorized representatives. Once signed, any reproduction of this Agreement, or any attachment or exhibit hereto, made by reliable means (for example, photocopy or facsimile) is considered an original.

**EXHIBIT A**

**MARKS**

Spinnaker Support

