

OneLogin Referral Partner Agreement

IMPORTANT! ONCE YOU CLICK THE "I AGREE" BUTTON, THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING EITHER UPON YOU PERSONALLY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR THE COMPANY OR OTHER LEGAL ENTITY ON BEHALF OF WHICH YOU ARE REPRESENTING (HEREINAFTER "PARTNER," "YOU" OR "YOUR"). YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT GOVERNING THE REFERRAL PARTNER PROGRAM BEFORE CLICKING "I AGREE."

This Referral Partner Agreement ("Agreement") is made and entered into as of the date on which You click the "I Agree" button ("Effective Date") by and between You and OneLogin, Inc., a Delaware corporation with offices at 150 Spear Street, Suite 1400, San Francisco, CA 94105 ("Company"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Scope.

a. Partner shall use reasonable efforts to promote and solicit referrals for the purchase of subscriptions to the OneLogin Service (as defined below) and otherwise assist and support Company throughout the OneLogin Service sales cycle during the Term of this Agreement in the Territory (both as defined below). In its efforts, Partner will use the then-current names for the OneLogin Service and will not add to, delete from or modify any sales or marketing documentation or forms provided by Company, except with the prior written consent of Company. Nothing in this Agreement shall be construed as limiting in any manner Company's marketing or distribution activities or its appointment of other dealers, distributors, licensees, agents or representatives of any kind. Partner acknowledges and agrees that Company is not bound to any price (or any other term) with respect to the sale of any OneLogin Service until it has accepted such sale and Partner will not represent or imply anything to the contrary to any party. "Territory" means the geographic area(s) in which Partner's Qualified Referrals (as defined below) shall be located, namely, worldwide, excluding Sudan, North Korea, Iran, Syria or any other country to which the United States has chosen to embargo goods, as such list may be updated from time to time.

b. "OneLogin Service" is Company's generally commercially available hosted solution consisting of single sign-on, multi-factor authentication, directory integration, user provisioning, reporting and a catalog of pre-integrated web applications, provided via the website www.onelogin.com and related mobile applications.

2. Qualified Referrals: Sales Support.

a. Upon identifying a potential Qualified Referral (as defined below), Partner shall notify Company of the potential Qualified Referral by filling out the form located

at <https://www.onelogin.com/partners/deal-registration>. Company shall notify Partner within thirty (30) days of receiving such notice if a customer or prospect qualifies as a Qualified Referral and whether Company accepts such Qualified Referral. Upon receipt of notice from Company that the prospective customer is an accepted Qualified Referral (such date, if any, the "Registration Date" for that referral), the Partner will arrange an introductory meeting between the Qualified Referral and Company as soon as practical. "Qualified Referral" means a customer or prospect: (i) that is not a current customer or prospect of Company or its resellers, sales agents or other partners at the time of the referral; (ii) to whom Partner either has made a sales call or submitted a proposal within ninety (90) days prior to the referral; and (iii) that has been referred to Company in compliance with all of the terms of this Agreement. Approval and acceptance of any Qualified Referral or any sale of OneLogin Service shall be at Company's sole discretion.

b. From time to time, the parties may determine that Partner's provision of additional sales support and other services (beyond those described above) for Qualified Referrals, new prospects, or existing customers is in the best interest of Company. In this event, the parties shall work together to agree in writing on the scope and extent of such services (a "Partner Consulting Exhibit"). Such additional services may include the following activities, among others: (a) facilitating and participating in additional face-to-face meetings or telephone conferences between Company and Qualified Referrals (as defined below), (b) developing the goodwill and reputation of Company in the marketplace through cultivating certain beneficial relationships with target individuals or organizations, or (c) assisting Company in joint selling or sales renewal activities ("Additional Services"). Neither party shall have any obligation with

respect to any such Additional Services (with respect to fee sharing or otherwise) until a Partner Consulting Exhibit has been executed and delivered by both parties. Further, Company's final approval and acceptance of any Partner Consulting Exhibit or any Additional Services described therein shall be at Company's sole discretion.

3. Referral Fee. Subject to the terms and conditions of this Agreement, for each Company sale of a OneLogin Service subscription to a Qualified Referral within one (1) year of its Registration Date (each a "Qualified Sale"), Company shall pay the Partner a Referral Fee (as defined below). No Referral Fee will be paid to the Partner for future sales, renewals, or any other activity with respect to a Qualified Referral or otherwise, other than with respect to Qualified Sales. For Qualified Referrals, the "Referral Fee" shall be an amount equal to ten percent (10%) of the Net Revenue (as defined below) from Qualified Sales during the first twelve (12) months following the first sale. "Net Revenue" means the total subscription fees (excluding fees for implementation and other professional services, support, maintenance and NRE) received by Company for Qualified Sales of the OneLogin Service and not subject to any contingency, less taxes, duties, and refunds. Referral Fees will be paid within thirty (30) days of Company's receipt of payment by the end user for the applicable Qualified Sale, but Company will not issue a Referral Fee payment until the accumulated Referral Fees exceed USD\$1,000.

4. Trademarks, Trade Names and Other Designations. Subject to the terms of this Agreement, Company grants Partner a non-exclusive, non-transferable, revocable right to use and display the Company trademarks, trade names and other designations of source ("Marks") as they may appear with respect to the OneLogin Service solely for the purposes set forth in this Agreement. All such use of the Marks shall be in accordance with the Company Mark usage guidelines, including but not limited to those located at <https://www.onelogin.com/company/press/presskit>. Partner undertakes and agrees to reproduce faithfully all Marks and proprietary notices, slogans, designs and distinct advertising as may appear on any documentation or other material with respect to the OneLogin Service. Notwithstanding the foregoing, any such use or proposed use of the Marks, other than on materials provided by Company, shall be presented to Company for approval not less than ten (10) business days prior to the intended date of use. Partner will not use, register or take other action with respect to any Mark used anywhere in the world by Company, except to the extent authorized in advance writing by Company. Partner will not register or apply for registration of any trademarks, trade names and other designations of source which is comprised of or incorporates in whole or in part any Company Mark, or is otherwise confusingly similar to a Company Mark. Other than as expressly provided in this Agreement, Partner shall not have any right to use the Marks.

5. Warranty; Disclaimer.

(b) not issue any press release or other public communication regarding the parties' relationship absent Company's prior written approval.

b. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE ONELOGIN SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. PARTNER SHALL MAKE NO REPRESENTATION, GUARANTEE, OR WARRANTY CONCERNING THE ONELOGIN SERVICE EXCEPT AS EXPRESSLY AUTHORIZED IN ADVANCE BY COMPANY IN WRITING.

6. Relationship of Parties/Ownership. Each party is an independent contractor in the performance of each and every part of this Agreement. Partner shall be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of Partner's activities, or those of its employees or agents, in the performance of this Agreement. Partner does not have the authority, right or ability to bind or commit Company in any way (including, without limitation, by agreeing to sales of subscriptions to the OneLogin Service) and will not attempt to do so or imply that it may do so. Partner acknowledges and agrees that Company owns all right, title and interest in and to the OneLogin Service and all related documentation, sales and marketing materials, and all Marks, as well as all intellectual property rights related to the foregoing.

7. Indemnification. Partner shall indemnify and hold harmless Company from and against any claim, suit or proceeding brought against Company or its affiliates by a third party alleging facts or circumstances that, if true, would constitute a breach of any covenant, representation or warranty of the Partner under this Agreement.

8. Termination. This Agreement shall commence on the Effective Date and continue for a twelve (12) month term ("Initial Term") and thereafter, shall automatically renew for additional twelve (12) month terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated earlier as provided herein. Either party may terminate this Agreement at any time, with or without cause, with sixty (60) days written notice. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other party arising from or incident to any termination of this Agreement which complies with the terms of the Agreement

a. Partner represents, warrants and agrees that it will: (a) comply with all applicable laws and regulations (including, without limitation, anti-spamming, export control laws, anti-bribery and anti-corruption laws; and

whether or not the terminating party is aware of any such damage, loss or expenses. Upon termination of this Agreement for any reason whatsoever, Partner (i) shall immediately discontinue any use of the Marks of Company, (ii) shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the parties, (iii) will cease to promote, solicit orders for or procure orders for the OneLogin Service, (iv) will immediately return to Company all Proprietary Information (as defined below) and any other information or materials of Company in its possession, custody or control in whatever form held (including copies or embodiments thereof relating thereto). Company will pay to Partner any Referral Fees earned prior to and within three (3) months of the effective date of termination of this Agreement. Sections 5-11 shall survive termination of this Agreement.

9. Proprietary Information. The Partner acknowledges that, in the course of performing its duties under this Agreement, it may obtain business, technical or financial information relating to Company, all of which is confidential and proprietary ("Proprietary Information"). The Partner and its employees and agents shall, at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than in the course of its duties as expressly provided in this Agreement; nor shall the Partner or its employees or agents disclose any such Proprietary Information to any person without Company's prior written consent. The Partner shall not be bound by this Section with respect to information it can document has entered or later enters the public domain through no act or omission of the Partner, or is lawfully received by the Partner from third parties without restriction and without breach of any duty of nondisclosure by any such third party.

10. Liability Limitation. COMPANY WILL NOT BE LIABLE UNDER ANY SECTION OR SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR (II) FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT OF REFERRAL FEES PAID AND PAYABLE TO PARTNER BY COMPANY IN THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

11. Miscellaneous. Company reserves the right to change, modify or discontinue any OneLogin Service at any time. Partner may not assign this Agreement nor any right or obligation without the prior written consent of Company and

substantially all of its assets or business. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted. This Agreement shall be governed by and construed under the laws of the State of California, without reference to its conflict of laws provisions. This Agreement is the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements or discussions between the parties with respect to the subject matter hereof. Any notice or consent required or permitted hereunder will be in writing and deemed given upon confirmation of receipt, whether sent via certified mail, email, or nationally-recognized courier service to the addresses first set forth herein. Both parties agree to submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco, California for the purpose of resolving any dispute relating to this Agreement or the relationship between the parties. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

any purported transfer or assignment will be void. However, Company may assign this Agreement to any successor to all or

BY CLICKING "I AGREE", THE AUTHORIZED PARTY ELECTRONICALLY ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT YOU HAVE SUBMITTED TRUE AND COMPLETE INFORMATION IN CONNECTION WITH YOUR APPLICATION AND THAT YOU HAVE THE AUTHORITY TO BIND THE PARTNER AND HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO ENTER INTO THIS AGREEMENT, CLICK "I DECLINE".