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| HubSpot Mail**HUBSPOT PARTNER PROGRAM AGREEMENT** | | |
| **Effective Date:** | | **Agreement No.:** |
| **HubSpot, Inc. (“HubSpot”)** | | **(“Partner”)** |
| **Address:** 25 First Street, 2nd Floor Cambridge, MA 02141 | | **Address:** |
| **Principal Contact:** | | **Principal Contact:** |
| **Phone:** | | **Phone:** |
| **Fax:** | | **Fax:** |
| **Email:** | | **Email:** |
| **Website:** www.hubspot.com | | **Website:** |
|  | |  |
|  | **Partner Bank Account** | **[Only for Partners Outside the U.S.]** |
|  | **Bank Name** |  |
|  | **Account Name** |  |
|  | **Account #** |  |
|  | **Swift (BIC) code** |  |

HubSpot and Partner agree as follows:

1. **HubSpot Partner Program**

The HubSpot Partner Program is designed for internet marketing services professionals, creative services firms, ad agencies, PR firms, marketing agencies, web design and development companies and other marketing professionals who provide marketing services to other companies. Partners can benefit from a variety of services and resources provided by HubSpot. Partners may generate income by reselling the HubSpot Service and also by referring sales leads to HubSpot and earning commissions on each sale that results.

Partner agrees to join, and HubSpot agrees to accept Partner into, the HubSpot Partner Program as provided in this Agreement, and each party agrees to perform its obligations under and act in compliance with this Agreement.

1. **Definitions**

“Net Revenue” means the initial fee, any renewal fees, and any upgrade fees that are actually paid by a customer to HubSpot for the Service. Net Revenue shall: (i) be calculated net of any discounts, taxes payable and subsequent refunds not due to a contract breach by HubSpot, and (ii) shall exclude any implementation, customization, training, consulting or other professional services, or fees for third-party products or services.

“Program Policies” means the policies applicable to all Partners as published by HubSpot at http://www.hubspot.com/partners. HubSpot may change the Program Policies from time to time. Partner’s participation in the Program is subject to the Program Policies.

“Program” means the HubSpot Partner Program described at <http://www.hubspot.com/partners>.

“Referral Fee” means an amount equal to 20% of Net Revenue paid to HubSpot by a customer for a Referral Transaction.

“Resale Discount” means an amount equal to 20% of Net Revenue for each Resale Transaction.

“List Price” means HubSpot’s standard pricing for the Service at http://www.hubspot.com/pricing/. HubSpot reserves the right to change such pricing at any time. However, HubSpot will not apply any price change to referred or resale customers who purchase HubSpot within ten (10) days after such price change.

“Service” means HubSpot's online, web-based inbound marketing applications and platform, but not any implementation, customization, training, consulting or other professional services, or fees for third-party products or services.

1. **Referral Transactions**
   1. Prospects - To be eligible for a Referral Fee, Partner must identify referred prospects directly to HubSpot by submitting an online form at www.hubspot.com/internet-marketing-company/partners-lead-registration.
   2. Acceptable Prospects - HubSpot will accept a referred prospect who is, in HubSpot's reasonable determination: (i) a new potential customer and not then or during the prior 60 days, one of HubSpot's existing customers, in HubSpot's active sales process, or an affiliate of Partner, or (ii) an existing customer originally referred by Partner who renews or upgrades its use of the Service.
   3. Referral Validity - Each referral is only effective for six (6) months. If a referred prospect does not purchase the Service before the end of that period, Partner will need to complete the online submission process again in order to qualify for a Referral Fee for that prospect.
   4. Engagement with Prospects - HubSpot shall have the right, in its sole discretion, to determine how and whether to engage with each referred prospect.

Both parties acknowledge that this Referral Agreement does not create an exclusive agreement between them. Each party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

* 1. Training and Support - HubSpot will provide online user training to each referral customer that purchases such training. HubSpot will be responsible for all customer questions and requests for additional support or training for the Service. Fees for training and support are not included in Net Revenue.

1. **Resale Transactions**
   1. Right to Re-sell - HubSpot grants Partner, subject to the limitations set forth below, a non-transferable, non-exclusive right to demonstrate and promote the Service to its prospects and customers and to sub-license the Service to its customers. HubSpot will provide limited sales support for Partner, such as occasional participation on a call with a prospect and Partner.
   2. Sub-License - Partner may sub-license the Service to its customer at a price decided by Partner, but only on the HubSpot Terms of Use at <http://www.hubspot.com/terms-of-use/>, as HubSpot may revise them from time to time. The resulting resale transaction will be between HubSpot and Partner, and HubSpot will require each end-user at the customer to agree to its click-through Terms of Use at <http://www.hubspot.com/terms-of-use/>. Partner shall place renewal and upgrade orders for its customers in the same manner, and such orders will be handled in accordance with this Section 3.
   3. Resale Orders - Partner shall place resale orders for the Service for its own account, specifying the terms of the Service ordered and providing information about its customer as requested by HubSpot. HubSpot shall, in its discretion, accept the order and provision the Service as requested by Partner for its customer. All such orders shall be solely subject to this Agreement, regardless of any additional or contradictory terms on such order.
   4. Payments - Partner shall have sole responsibility for invoicing and collecting fees for the Service from its customer. Partner’s obligation to pay fees to HubSpot is not conditioned upon Partner’s receipt of payment from its customer.
   5. Training and Support - HubSpot will provide online user training purchased by a resale customer. Partner will be responsible for all resale customer questions and requests for additional support or training for the Service. Partner may consult with HubSpot with regard to providing support to its resale customers, but HubSpot will not provide direct support to such customer unless HubSpot determines that it is necessary. HubSpot reserves the right to communicate directly with any customer about their use of the Service and any support issues they may have, if HubSpot determines that it is necessary.
   6. Direct Sales - Partner may also arrange for a customer to purchase the Service from HubSpot, and the resulting transaction will be handled as a referral under Section 4.
2. **Partner Training and Support**
   1. Educational Resources – HubSpot will make available to Partner, without charge, the webinars and other resources at <http://www.hubspot.com/partners>. Partner agrees to encourage its sales representatives and other relevant personnel to participate in HubSpot’s online end-user training and the "Inbound Marketing Certification” program, as well as any training HubSpot may offer in new features and upgrades.
   2. Technical Support - Partner may be eligible to receive certain technical support offerings as described in the Program Policies. Such technical support program offerings are provided under HubSpot's technical support policies in effect at the time the services are provided.
   3. HubSpot Support – HubSpot reserves the right to communicate directly with any customer about their use of the Service and any support issues they may have, if HubSpot determines that it is necessary.
3. **Payment of Referral Fees**
   1. Payment of Referral Fees - HubSpot shall pay Referral Fees within forty-five (45) days after the end of each fiscal quarter in an amount equal to the Net Revenue recognized by HubSpot as revenue from Partner’s referral customers during such quarter, times the Referral Fee percentage. For example, pre-payment in full by a customer for an annual commitment will be recognized by HubSpot as revenue quarterly on a pro-rata basis for the length of time the Service was provided during each quarter during the annual term, and Partner will receive Partner Fees on that same quarterly pro rata basis. HubSpot will not pay more than one Referral Fee on any given referral sale and reserves the right to apportion a Referral Fee if more than one HubSpot partner has contributed to the close of a referral sale. HubSpot shall use commercially reasonable efforts to collect payments due from customers. Partner shall be responsible for payment of all taxes to which the Referral Fee is subject. All amounts payable by HubSpot to Partner are subject to offset by HubSpot against any amounts owed by Partner to HubSpot.
   2. Fees Not Payable - Partner will not be entitled to Referral Fees or any other compensation on any referral transaction if: (a) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of Partner’s jurisdiction; (b) the applicable customer prohibits the inclusion of such compensation in the price of the contract or excludes such compensation from its payments to HubSpot; (c) the customer has paid or will pay such commissions, referral fees, or other compensation directly to Partner.
4. **Payments for Resale Transactions**
   1. Invoice - Upon Partner’s instructions to HubSpot for each initial activation, renewal or upgrade of the Service for a resale customer, HubSpot will activate the requested Service and invoice Partner, net 30, for the applicable List Price for the Service minus the Resale Discount, plus undiscounted fees for any training or support.
   2. Payment - Partner agrees to pay such invoices in accordance with their terms. If Partner does not pay any such fees for a customer’s account within 15 days after notice of non-payment from HubSpot, (i) the unpaid fees shall incur a late fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law, and (ii) HubSpot may suspend the delivery of the Hosted Service while any payment is delinquent. HubSpot reserves the right to terminate or suspend the Service to such customer of Partner and/or to initiate direct communication with the customer about the provision of the Service.
5. **Term and Termination**
   1. Term - This Agreement will commence on the Effective Date, will continue for an initial term of (1) one year, and will automatically renew for additional one (1) year terms unless either party gives the other notice of an intention not to renew at least 60 days before the end of the then-current term.
   2. Termination Without Cause - Either party may terminate this Agreement on 60 days written notice to the other party.
   3. Termination for Cause – HubSpot may terminate this Agreement or suspend Partner’s access to the Service: (i) upon 30 days’ notice to Partner of a material breach if such breach remains uncured at the expiration of such period, or (ii) upon 15 days’ notice to Partner of non-payment of any amount due hereunder if such amount remains unpaid at the expiration of such period, or (iii) immediately, if Partner becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iv) customer violates applicable local, state, federal, or foreign laws or regulations.
   4. Payments After Termination or Expiration
      1. Notwithstanding the expiration or earlier termination of this Agreement, Partner shall remain obligated to pay all invoices from HubSpot for HubSpot’s provision of the Service to its resale customers prior to such date.
      2. Expiration of this Agreement, and termination of this Agreement without cause by HubSpot or by Partner with cause, shall not affect HubSpot's obligation to pay Partner Referral Fees for referred customers of Partner, so long as the related payment by the customer is recognized by HubSpot within thirty (30) days after the date of such termination or expiration. HubSpot will not pay Partner Fees on customer payments recognized by HubSpot after that date.
      3. Termination without cause by Partner, or for cause by HubSpot, shall terminate Partner’s right to receive any Referral Fees that were not payable by HubSpot prior to the date of such termination. HubSpot will not pay Partner Fees on customer payments recognized after that date.
6. **No Warranty; Limitation of Liability; Disclaimers** 
   1. NO WARRANTIES; LIMITATION OF LIABILITY - HUBSPOT MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SERVICE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. HUBSPOT AND/OR HUBSPOT'S SERVICE PROVIDERS, LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL HUBSPOT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE REFERRAL FEE OR RESALE DISCOUNT FOR THE RELATED TRANSACTION.
   2. NO INDIRECT DAMAGES - UNDER NO CIRCUMSTANCES SHALL HUBSPOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF HUBSPOT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
7. **General Terms**
   1. No Licenses - HubSpot grants to Partner only the rights and licenses specifically stated in this Agreement, and Partner receives no other rights or licenses with respect to HubSpot, the Service, HubSpot trademarks, or any other property or right of HubSpot.
   2. Sales by HubSpot - This Agreement shall in no way limit HubSpot's right to sell the Service and its other products and services, directly or indirectly, to any current or prospective customers.
   3. Amendment; No Waiver - This Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by both parties. No delay in exercising any right or remedy will operate as a waiver of such right or remedy or any other right or remedy.
   4. Applicable Law - This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof. In the event either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Boston, Massachusetts.
   5. Compliance with Applicable Laws - Partner shall comply, and shall ensure that any third parties performing sales or referral activities on its behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to HubSpot, its customers, or to the public.
   6. Relationship of the Parties - HubSpot and Partner agree that no joint venture, partnership, employment, or agency relationship exists between Partner and HubSpot as a result of this Agreement or Partner's use of the Service.
   7. Severability - If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.
   8. Notices - Notice to a party will be sufficient if sent by certified or registered mail, return receipt requested to the contact address set forth here (as such may be changed by notice given to the other party), and shall be deemed delivered as of the date of signing of the return receipt. Notices to HubSpot shall be sent to HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, Attention: Chief Financial Officer, with a copy to Attention: General Counsel. Notices to Partner shall be sent to the address written above.
   9. Entire Agreement - The parties agree that this Agreement constitutes the complete Agreement governing each party's rights and obligations as to the subject matter of this Agreement, and this Agreement shall supersede all prior or contemporaneous Agreements or representations, written or oral, regarding the subject matter herein..
   10. Assignment - Partner will not assign or transfer this Agreement without HubSpot's prior written consent, except that Partner may assign this Agreement upon notice to HubSpot and without HubSpot's consent to any successor by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law.
   11. Headings and Language - The headings of sections included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. It is the express wish of the parties that this agreement and all related documents be drawn up in English.
   12. Export - Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Service. Partner agrees that such export control laws govern Partner's use of the Service, and Partner agrees to comply with all export laws and regulations.
   13. Authority - Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

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| **HUBSPOT, INC. (“HubSpot”)** | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Partner”)** | |
| By: |  | By: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |