

BILATERAL REFERRAL PARTNER ADDENDUM FOR

LATTICE'S CERTIFIED FRACTIONAL HR PEOPLE LEADER PROGRAM

This LATTICE PARTNER PROGRAM: REFERRAL PARTNER ADDENDUM FOR LATTICE'S CERTIFIED FRACTIONAL HR PEOPLE LEADER PROGRAM (the "Addendum") is entered into effective as of the date of last signature below ("Effective Date") by and between Lattice and Partner, pursuant to and subject to the terms of the Parties' LATTICE PARTNER PROGRAM: MASTER PARTNERSHIPS AGREEMENT FOR LATTICE'S CERTIFIED FRACTIONAL HR PEOPLE LEADER PROGRAM (the "Agreement"). Capitalized terms not defined in this Addendum have the meaning given to them in the Agreement.

WHEREAS, the Parties desire to enter into this Addendum for the purpose of establishing a mutually beneficial referral partnership relationship whereby Partner promotes and refers prospective customers to purchase Lattice's products and services; and

WHEREAS, Partner as the Referring Party wishes to refer potential customers to Lattice as the Referral Partner (defined below) as a participant in Lattice's Certified Fractional HR People Leader Program (the "Program"), in exchange for certain Referral Fee(s) (as defined below) under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

DEFINITIONS. The following terms used herein shall have the meanings ascribed to them in the Agreement and have been included below solely as a courtesy for ease of reference: Existing Business Relationship, Existing Customer, Lead, Net Sales Price, Referral Partner, Referral Customer, Referring Party. Any other terms in this Addendum will have the meanings set forth below. All other terms will have the meanings set forth in the Agreement:

1. "Existing Business Relationship" as also defined in the Agreement, means the existence of (i) a contractual agreement between a Party and a company for the purchase of such Party's software or services; (ii) an active opportunity in the Referral Partner's customer relationship management platform as of the referral date; or (iii) demonstrable evidence of pre-sale negotiations and discussions between a Party and a company for the purchase of such Party's software or services, provided that any such contractual agreements or pre-sale discussions had commenced or were entered into prior to the referral date.
2. "Existing Customer(s)" as also defined in the Agreement, means any companies that have an Existing Business Relationship with either Party. Affiliates of Existing Customers shall also be considered Existing Customers whether or not they have an Existing Business Relationship.
3. "Lattice Referral Fees" has the meaning set forth in Section 3, below.
4. "Lead" as also defined in the Agreement, means a qualified prospective customer in the Approved Territories referred by the Referring Party as the case may be.
5. "Net Sales Price" as also defined in the Agreement, means the gross revenue (in U.S. dollars unless otherwise specified in an Addendum) received by the Referral Partner from the sale of the Referral Partner's services or goods to a Referral Customer in Approved Territories hereunder, less the following items: (i) import, export, value added, excise and sales taxes, tariffs and custom duties; (ii) any charges for insurance; and (iii) customary rebates, cash and trade discounts, actually taken. A Referral Customer's payments will be made directly to the Referral Partner, using the Referral Partner's preferred method of payment. In the event that the Referring Party makes payment to the Referral Partner on behalf of a Referral Customer, any such payments will be included in Net Sales Price.
6. "Qualified Lead" means a prospective customer that (i) the Referring Party refers to the Referral Partner in writing following the process set forth in this Addendum during the Term of this Addendum; (ii) the Referring Party believes is a valid sales prospect for Referral Partner; (iii) is a business entity with an apparent technology buyer who has expressed interest in the goods or services of the Referral Partner; and (iv) is not an Existing Customer of the Referral Partner.

7. "Referral Partner" as also defined in the Agreement, means the Party receiving a prospective customer as a referral from the Referring Party.
8. "Referral Customer" as also defined in the Agreement, means a customer or prospective customer that (i) is in the Approved Territories referred by Referring Party as a sales lead to the Referral Partner; (ii) is a person or business entity with an apparent technology buyer who has expressed interest in the goods or services of the Referral Partner; (iii) is not an Existing Customer of the Referral Partner; and (iv) is a customer with whom the Referral Partner subsequently concludes a license, subscription, or sale of its products or services of at least twelve (12) months (if applicable) and for a minimum of \$4,000.00 USD, or as otherwise specified in any Addendum.
9. "Referral Date" means the date upon which a Lead is submitted by the Referring Party to the Referral Partner.
10. "Referral Fee" means the fees paid by the Referral Partner to the Referring Party when a Qualified Lead becomes Referral Customer according to the terms and conditions set forth in this Addendum.
11. "Referring Party" as also defined in the Agreement means, (i) the Party that submits Lead(s) to the other Party; (ii) the Party referring the other Party's products or services or referring a prospective customer to the other Party.
12. **PROGRAM PARTICIPATION.**

PROGRAM PARTICIPATION. Partner's eligibility for participation in the Program is

conditioned upon Partner's meeting the eligibility criteria set forth in Exhibit A. The foregoing notwithstanding, Lattice may, in its sole discretion, upon written notice to Partner, revoke Partner's eligibility for participation in the Program.

1. REFERRAL PROCESS

SUBMISSION OF POTENTIAL QUALIFIED LEADS. When Partner believes that a prospective customer represents a potential Qualified Lead, Partner may complete a written prospect registration form ("Lead Registration Form") that includes at minimum the following information: Company Name of Lead, Name and Email Address of a designated Contact at the Lead, Referral Date, General Description of the Lead Opportunity and Other Relevant Information. Partner is submitting a potential Qualified Lead to Lattice, the Lead Registration Form may be submitted online using Lattice's preferred method of submission, which Lattice will provide to the Referring Party.

LEAD CONSENTS. By submitting a potential Qualified Lead to Lattice, Partner represents that Partner personally knows the Qualified Lead and has the Qualified Lead's consent to submit their contact information to Lattice using the Lead Registration Form.

REJECTION OF LEADS. Lattice may reject potential Leads and will owe no Referral Fees in connection therewith in the event that (a) an Existing Business Relationship was in existence between the Lead and the Referral Partner within twelve (12) months of the Referral Date; (b) the Lead does not constitute a Qualified Lead; or (c) for any other good faith reason that the Lattice may have that is consistent with the intent and terms of this Addendum. Lattice may also reject a potential lead if the Lead is a former customer of Lattice, provided that the Referral Date is within twelve (12) months of such customer's contract termination date. Upon the other Party's request, Referral Partner will provide a detailed written explanation (email is sufficient) to the Referring Party of its decision to reject any Lead.

1. SALES & REPORTING

SALES. Unless otherwise provided in Exhibit A, any sales of licenses or subscriptions for the Lattice Solution to a Referral Customer shall be made directly by Lattice at such prices and subject to such terms and conditions as Lattice and the Referral Customer shall mutually agree, in their sole discretion.

REPORTING. Each Party agrees to make all commercially reasonable efforts to maintain accurate records regarding their activities pursuant to this Addendum. Lattice will provide a written report to the Partner (the "Referral Report") that describes: (a) sales of its products and services to Referral Customers during the quarter (as defined below), and (b) the Net Sales Price received from Referral Customers for any such sales during the quarter. The Referral Report will, at minimum, contain the following information about each listed sale to a Referral Customer: (i) the name of the Referral Customer; (ii) the name of each service sold to each Referral Customer;

(iii) the Net Sales Price of each service sold to a Referral Customer; and (iv) the service start and end dates and/or service term for each service sold to a Referral Customer. For the avoidance of doubt, as used in this Addendum the words quarter and quarterly will refer to the following fiscal-year quarters: February, March, and April (Q1), May, June, and July (Q2), August, September, and October (Q3), November, December, and January (Q4). Lattice will provide its Referral Report to Partner on a quarterly basis, according to the following schedule: May 1 - Referral Report for Q1 sales, August 1 - Referral Report for Q2 sales, November 1 - Referral Report for Q3 sales, February 1 - Referral Report for Q4 sales.

1. REFERRAL FEES & PAYMENT

LATTICE REFERRAL FEES. Where Lattice is the Referral Partner, for each Qualified Lead that becomes a Referral Customer, the Referral Partner will pay the Referring Party 20% of the Net Sales Price that Referral Partner receives from the Referral Customer during the first twelve (12) months of the Referral Customer's contract term (the "Lattice Referral Fees").

LATTICE RENEWAL FEES. A 10% referral fee will be applicable for renewal business with Renewing Referral Customers. Eligibility Criteria is contingent upon the following conditions:

- **Proof of Relationship:** The partner must provide proof of an existing relationship with client via a signed contract with client.
- **Written Communication:** Written communication must be submitted within 90 days of the Lattice renewal date. This communication can be provided by either the Partner or the mutual customer.
- **Good Standing:** The Partner must be in 'good standing' according to the outlined Partnership criteria.

For the avoidance of doubt, Lattice Referral Fees will not be owed by Lattice in connection with any product cross-sell, upsell, or user growth with Referral Customers that occur after the initial sale to a Qualified Lead that qualifies for payment of the Lattice Referral or Renewal Fees.

PARTNER REFERRAL FEES. Where Partner is the Referral Partner, for each Qualified Lead that becomes a Referral Customer, the Referral Partner will pay the Referring Party 10% of the Net Sales Price that Referral Partner receives from the Referral Customer during the first six (6) months that Referral Partner provides products or services to a Referral Customer (the "Partner Referral Fees"). For the avoidance of doubt, if Partner provides products or services to Referral Customer(s) on an hourly or project basis, Partner Referral Fees will be payable to Lattice for all hours of work completed in and/or the total project fees charged by Partner in the first six (6) months of their engagement with Referral Customer.

NO REFERRAL FEE MINIMUM. The Parties agree that Lattice is not obligated under this Addendum to provide any minimum amount of Lattice Referral Fees in the aggregate.

1. JOINT MARKETING ACTIVITIES

JOINT MARKETING ACTIVITIES. In addition to the terms set forth in Section 7 of the Agreement "License Grant and Joint Marketing Activities," both Parties agree to complete any joint marketing activities detailed in Exhibit A.

1. NO CONFLICTING OBLIGATIONS

NO CONFLICTING OBLIGATIONS. Partner represents and warrants that neither this Addendum, the Agreement nor the performance thereof will conflict with, either directly or indirectly (such as through Partner's employer), or violate any obligation of Partner under the terms of this Addendum or the Agreement or otherwise, or the rights of any third party. Partner will notify Lattice in writing in a reasonable amount of time in advance of any such potential conflict of interest, specifying the nature of such potential conflict. Partner further represents and warrants that Partner is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with Partner's obligations under this Addendum and the Agreement.

[Remainder of Page Intentionally Left Blank]

SIGNATURE PAGE

to

BILATERAL REFERRAL PARTNER ADDENDUM FOR

LATTICE'S CERTIFIED FRACTIONAL HR PEOPLE LEADER PROGRAM

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized officers, all as of the Effective Date.

DEGREE, INC. (d/b/a Lattice)		Participating Fractional HR People Leader	
Signature:	[latticePartnershipsSignerSignature_56GhHEG]	Signature:	[counterpartySignerSignature_AocAvrL]
Name:	[latticePartnershipsSignerName_Ptg3Zqu]	Name:	[counterpartySignerName_U0QZ7AC]
Title:	[latticePartnershipsSignerTitle_McpJdYT]	Title:	[counterpartySignerTitle_UEkv0Pc]
Date:	[latticePartnershipsSignerDateField_qgbhFzb]	Date:	[counterpartySignerDateField_EH6LJ2W]

EXHIBIT A: STATEMENT OF WORK

Partner Eligibility Criteria:

- - - Actively offering Fractional HR services, with at least 1 client being supported (proof of active engagement may be required upon Lattice's request).
 - Has experience using Lattice, in either a previous or current role, and can demonstrate knowledge of Lattice features and functionality.
 - Completion of the Lattice Certification program, including any required additional or recurring program materials.
 - Not a current employee of Lattice or any of its direct competitors

Each Party's responsibilities arise if such Party is the Referring Party.

Activity Name	FHR Responsibilities	Lattice Responsibilities
<u>Contact Information</u>	<ul style="list-style-type: none">● Provide contact names and information regarding relevant personnel to help facilitate activities in connection with this Addendum including (a) an appropriate lead relationship coordinator, (b) designation of personnel to assist with joint sales calls to existing and prospective customers	<ul style="list-style-type: none">● Provide contact names and information regarding relevant personnel to help facilitate activities in connection with this Addendum including (a) an appropriate lead relationship coordinator, (b) designation of personnel to assist with joint sales calls to existing and prospective customers
<u>Intro Call and Ad-Hoc Check-ins</u>	<ul style="list-style-type: none">● Following lead submission, help facilitate the introduction to lead(s), and be available to join the first call with the lead & Lattice if requested.	<ul style="list-style-type: none">● Prepare for and participate in check-ins

	<ul style="list-style-type: none"> • Prepare for and participate in check-ins 	
<u>Key Stakeholder Training</u>	<ul style="list-style-type: none"> • Actively engage with and review Lattice provided educational materials regarding Lattice products and the referral process, etc., as part of the Certification process. 	<ul style="list-style-type: none"> • Educate appropriate personnel about FHR program and referral process
<u>Lead Generation</u>	<ul style="list-style-type: none"> • Engage network about the benefits of using Lattice when there is alignment with their needs and profile. • Referral leads sent to Lattice using Lattice's preferred method of submission 	<ul style="list-style-type: none"> • Upon FHR Partner request, provide reporting on Closed-Won opportunities submitted by FHR as set forth in the Addendum
<u>Sales Outreach</u>	<ul style="list-style-type: none"> • Be available to answer questions from Lattice team members as they follow-up with prospects 	<ul style="list-style-type: none"> • Promptly set appointments with prospects, inviting the FHR to participate if interested and available
<u>Co-Marketing Opportunities</u>	<ul style="list-style-type: none"> • Consider Lattice in the context of potential Co-Marketing opportunities 	<ul style="list-style-type: none"> • Consider FHR in the context of potential Co-Marketing opportunities
<u>Feedback Loop</u>	<ul style="list-style-type: none"> • Provide feedback around areas of success and opportunities for improvement 	<ul style="list-style-type: none"> • Provide feedback around areas of success and opportunities for improvement