

Acronis Global Referral Program

This promotional referral program agreement (“**Referral Program**”) dated 11 February 2020 (“**Effective Date**”) is between you (“**Referring Partner**”) and that of the following Acronis entities with whom you partner (“**Acronis**”): Acronis International GmbH, a Swiss company with a principal place of business located at Rheinweg 9, 8200 Schaffhausen, Switzerland; Acronis, Inc., a Delaware company with a principal place of business located at 1 Van de Graaff Drive, Suite 301, Burlington, MA 01803 USA; Acronis Germany GmbH, a German company with a principal place of business located at Landsberger Str. 110, 80339 Munich, Germany; and Acronis Asia Pte. Ltd, a Singapore company with a principal place of business located at 8 Temasek Boulevard, #30-01/02 Suntec Tower 3, 038988 Singapore. This Referral Program refers to each of Acronis and Referring Partner individually as a “**Party**” and jointly refers to them as the “**Parties**.” By participating in the Referral Program, you agree to the following terms and conditions:

1. Definitions.

- 1.1. “**Referring Partner**” means an Acronis partner that has an active service provider agreement directly or indirectly with Acronis and who submits a referral of a third party company to Acronis.
- 1.2. “**Referred Company**” means a third party company with whom Acronis had no previous contact or agreement (directly or indirectly) that has been referred by Referring Partner to Acronis.
- 1.3. “**Referral Form**” means a form approved by Acronis seeking business information about Referred Company provided by Referring Partner to Acronis.
- 1.4. “**Partner Portal**” means Acronis’s online system for managing its partner relationships found here: <https://partners.acronis.com/en-us/profile/login.html>
- 1.5. “**Reward**” means the rebate granted by Acronis to Referring Partner to recognize a referral of a Referred Company that Acronis has accepted and with whom Acronis has entered into a new commercial agreement.
- 1.6. “**Minimum Monthly Commitment**” means the selected minimum purchase commitment from Acronis’s products pricing table.

2. **Term.** This Referral Program is from the Effective Date through 11 February 2021.

3. **The Program.** In the event that, during the Term, Referring Partner submits a completed Referral Form to Acronis and the Referred Company that the Referral Form describes signs a Master Service Provider Agreement no later than twelve (12) months after the submission of a completed Referral Form, Acronis will grant a Reward to Referring Partner.

4. **Referral Registration.** To register a referral, Referring Partner must: (i) be registered in the Acronis Partner Portal; and (ii) submit the Referral Form through the Partner Portal. Acronis may accept or reject a Referral Form in its sole discretion.

5. **Reward Calculation.** After Referred Company has signed a commercial agreement that includes a Minimum Monthly Commitment directly with Acronis, Acronis will calculate the Reward for Referring Partner as follows:

- A. In the event that Referred Company’s new commercial contract with Acronis contains a Minimum Monthly Commitment of at least Two Hundred Fifty US Dollars (\$250.00) but less than One Thousand US Dollars (\$1000.00), Acronis will make available to Referring Partner a Reward in the amount of Five Hundred US Dollars (\$500.00).
- B. In the event that Referred Company’s new commercial contract with Acronis contains a Minimum Monthly Commitment of One Thousand US Dollars (\$1000.00) or more, Acronis will make available to Referring Partner a Reward in the amount of One Thousand US Dollars (\$1000.00).

6. **Reward Payment.** Upon calculation of the Reward and after the first invoice issued by Acronis to Referred Company, Acronis will submit the Reward to Acronis’s internal payment process and the Reward will be transferred electronically to Referring Partner’s bank account within sixty (60) days or credited against the Referring Partner’s account with Acronis.

7. **Limitation of Liability.** In no event will Acronis be liable to Referring Partner or Referred Company for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or that relate in any way to the Referral Program. This exclusion will apply regardless of the legal theory upon which any claim for such damages is based, whether Referring Partner or Referred Company was advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose. Referring Partners’ liability is not limited if there are any claims for breach of the General Data Protection Regulation or other Privacy Regulations.

8. **Agreement.** Except as explicitly modified hereunder, the terms of the commercial agreement between Acronis and Referring Partner control, including without limitation applicable law and venue.