BigTime Software Referral Program

Terms and Conditions

Effective Date: July 2, 2026

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Document Owner: BigTime Software, Inc. — Finance

This document governs participation in the BigTime Software Referral Program. By submitting a referral, the referrer agrees to the terms and conditions set forth below.

1. Overview

BigTime Software, Inc. (“BigTime”) offers a referral payment to individuals and companies (“Referrers”) who refer a new prospective customer (“Referred Company”) that subsequently signs an agreement with BigTime and pays its invoice. This document sets out the eligibility requirements, qualification criteria, payment tiers, and general terms governing the BigTime Referral Program (the “Program”).

The Program applies only to referrals submitted on or after the Effective Date of July 2, 2026. Introductions, recommendations, or referrals made before the Effective Date, in any form, are not eligible for a referral payment under the Program.

2. Eligibility to Participate

- The Program is open only to individuals who reside in the United States and to companies that are organized under the laws of, and have their principal place of business in, the United States.
- Subject to the foregoing, the Program is open to current BigTime customers and to any other individual or company, except as noted below.
- Employees, contractors, and contingent workers of BigTime, and its parent, subsidiary, and affiliated entities, are not eligible to participate.
- Existing BigTime resellers, referral partners, or channel partners operating under a separate written partner or commission agreement with BigTime are not eligible to participate in this Program with respect to companies covered by that separate agreement.
- A Referrer may not refer a company that the Referrer owns, controls, or is employed by, and may not submit a referral on behalf of another person or company without that person’s or company’s knowledge and consent.
- The Program is not open to, and no referral payment will be made to or for the benefit of, any person or entity that is (i) located, organized, or resident in a country or territory that is the subject of comprehensive U.S. sanctions, or (ii) identified on any U.S. government restricted-party list, including the U.S. Department of the Treasury’s List of Specially Designated Nationals and Blocked Persons. BigTime will not issue a referral payment where doing so would violate applicable sanctions, export control, or anti-money laundering laws.
- Referrers who are subject to professional ethics, licensing, or independence rules (for example, certified public accountants subject to the AICPA Code of Professional Conduct or state board of accountancy rules, attorneys, or other licensed professionals) are solely responsible for determining whether they may accept a referral payment and for complying with any disclosure or other obligations those rules impose. Any Referrer may elect a non-cash alternative in lieu of a cash payment, as described in Section 6.

- Only one referral submission per Referred Company will be recognized. If more than one Referrer submits a valid referral for the same Referred Company, the referral with the earliest verified submission timestamp will be recognized as the qualifying referral.

3. Qualifying Referral Requirements

To be eligible for a referral payment, a referral must satisfy each of the following requirements. BigTime determines, in its sole discretion, whether a referral satisfies these requirements.

3.1 Referral Form Submission

- The Referrer must submit a complete and valid referral form through the official form on the BigTime website. Referrals submitted by any other means (email, phone, verbal introduction, and the like) will not be recognized unless subsequently confirmed by a valid form submission.

3.2 New, Unengaged Prospect Requirement

- At the time of submission, the Referred Company must not be listed as an open opportunity in BigTime's customer relationship management (CRM) system.
- At the time of submission, the Referred Company must not have had any contact with BigTime sales or customer success personnel within the 180 days immediately preceding the submission date.
- The referral form must be submitted before any BigTime sales contact with the Referred Company occurs. If BigTime sales contact with the Referred Company occurs within the 180 days before the referral is submitted, or if such contact occurs because the Referred Company independently approaches BigTime, the referral is not eligible.

3.3 Referral Validity Period

- A qualifying referral remains valid for 180 days (six months) from the date of the original form submission (the "Validity Period").
- If the Referred Company does not execute an Order Form and complete payment as described in Section 3.4 within the Validity Period, the referral expires and is no longer eligible for a referral payment, regardless of whether an agreement is later signed.

3.4 Qualifying Transaction

- The Referred Company must execute a new Order Form with BigTime for a net new subscription of at least a one-year (12-month) term, and BigTime must receive payment of the Referred Company's first invoice under that Order Form.
- The following are not eligible qualifying transactions: expansions, upgrades, or upsells to an existing BigTime customer's account; free trials; proof-of-concept

engagements or pilots, whether or not they later convert to a paid subscription; and subscription terms shorter than one year.

4. Referral Payment Tiers

Referral payments are calculated based on the total number of licenses purchased under the Referred Company's initial Order Form, as follows. A minimum of five (5) licenses is required for a referral to qualify for payment. A license count that falls on a tier boundary is paid at the tier in which it is listed below.

License Tier	Referral Payment
5 – 50 Licenses	**$500**
51 – 250 Licenses	**$1,500**
251 – 500 Licenses	**$2,500**
501 – 1,000 Licenses	**$5,000**
1,001+ Licenses	**$7,500**

License Count Is Fixed at Signing

The referral payment tier and amount are determined solely by the number of licenses purchased on the Referred Company's initial Order Form. If the Referred Company later expands its subscription and increases its license count, the referral payment is not recalculated, adjusted, or paid again at a higher tier. Each Referred Company generates, at most, one referral payment.

5. Payment Calculation and Timing

- The referral payment amount is determined by the license tier in effect at the time the Referred Company's initial Order Form is executed, per Section 4.
- Referral payments are issued after BigTime has confirmed that the Referred Company's first invoice has been paid in full.
- BigTime targets payment within 45 days of confirming a qualifying transaction, subject to timely receipt of the tax documentation described in Section 6.
- If the Referred Company cancels its subscription, fails to remain current on payment, or has its Order Form rescinded within 90 days of the first invoice payment, BigTime reserves the right to withhold or, if already paid, recover the associated referral payment.

6. Payment Method, Tax Reporting, and Non-Cash Alternatives

- Referral payments are issued by ACH transfer or wire transfer.
- Before payment is issued, the Referrer must provide a completed and valid Form W-9 and such other tax documentation as BigTime reasonably requests.
- If a Referrer does not provide a completed and valid Form W-9, or if BigTime is otherwise required to do so by law, BigTime may withhold from the referral payment any amounts required by applicable law, including U.S. federal backup withholding at the then-applicable rate, or may delay issuing the payment until valid documentation is received.
- BigTime will report referral payments and file related information returns (including Form 1099-NEC or Form 1099-MISC, where applicable) as required by applicable federal and state law.
- **Non-cash alternatives.** In lieu of a cash payment, a Referrer may elect, by written notice to BigTime before the referral payment is issued, one of the following alternatives of equivalent value: (i) if the Referrer is an active BigTime customer, a credit against the Referrer's BigTime invoice; or (ii) a donation to a charitable organization selected by BigTime. An election of a non-cash alternative does not, by itself, relieve the Referrer of any tax obligations that may apply.
- Referrers are solely responsible for determining and satisfying their own tax obligations arising from participation in the Program.

7. Program Administration

- BigTime administers the Program and determines, in its sole discretion, whether a referral and resulting transaction satisfy the requirements of these Terms and Conditions.
- BigTime reserves the right to modify, suspend, or terminate the Program, including the payment tiers described in Section 4, at any time. Referrals submitted before the effective date of any change will continue to be governed by the terms in effect on their submission date.
- BigTime reserves the right to disqualify any referral and to withhold or recover any referral payment in the event of fraud, misrepresentation, self-dealing, or other abuse of the Program.
- Submission of a referral does not guarantee that the Referred Company will engage with BigTime, that an agreement will be signed, or that a referral payment will be issued.

8. General Terms

- Participation in the Program does not create an employment, agency, partnership, or joint venture relationship between the Referrer and BigTime. Referrers are not authorized to make representations, negotiate terms, or enter into agreements on BigTime's behalf.
- Referrers must comply with all applicable laws when making referrals, including anti-spam laws such as CAN-SPAM and the Telephone Consumer Protection Act (TCPA). Unsolicited bulk communications, misleading claims about BigTime, or referrals obtained through deceptive means will disqualify the referral and may result in removal from the Program.
- If a Referrer shares a referral link or promotes the Program publicly (including on social media), the Referrer is responsible for disclosing the financial relationship with BigTime as required by the Federal Trade Commission's endorsement guidelines (16 CFR Part 255).
- The specific terms of any resulting customer agreement, and the amount of any referral payment, are confidential and may not be disclosed by the Referrer to any third party.
- These Terms and Conditions are governed by the laws of the State of Illinois, without regard to its conflict of laws principles. Any dispute arising out of or relating to the Program will be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois.

9. Additional Legal Terms

- **Limitation of Liability.** BigTime's total aggregate liability to any Referrer arising out of or relating to the Program will not exceed the amount of the referral payment at issue. BigTime will not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to the Program.
- **Indemnification.** The Referrer will indemnify and hold harmless BigTime and its officers, directors, employees, and agents from and against any claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of the Referrer's breach of these Terms and Conditions or violation of applicable law in connection with the Program.
- **Severability.** If any provision of these Terms and Conditions is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.
- **Entire Agreement.** These Terms and Conditions constitute the entire agreement between BigTime and the Referrer with respect to the Program and supersede all prior or contemporaneous communications, understandings, and agreements relating to the Program.

- **Assignment.** The Referrer may not assign or transfer any rights or obligations under these Terms and Conditions, including the right to receive a referral payment, without BigTime's prior written consent. BigTime may freely assign these Terms and Conditions, including in connection with a merger, acquisition, or sale of all or substantially all of its assets.

10. Questions and Referral Submission

To submit a referral, visit the referral form on the BigTime website. For questions about the Program or the status of a submitted referral, contact BigTime.