

Calero Channel Success

Win with Calero, Travel with Calero

► Three Grand Prize Winners. One Unforgettable Trip.

You and a Plus One will join Jason Wieser, SVP of Sales and Calero President and CRO Eric Martorano on a **VIP all-expenses paid trip** to the **Maldives!**



► HOW TO WIN

1

Have the most deals registered via our Partner Portal

2

Deals must be approved by the Channel Team

3

Bi-weekly leaderboard reporting will show rankings

Who is Eligible?

All channel partners are invited to participate in this contest. Partners can track deal registrations at partners.calero.com.

The Winners include:

- **Top 2 Partners** with the **most deal registrations**
- The **Channel Manager** of the **Top-Performing Partner**

See the terms and conditions to learn more.

For more information, contact your Channel Account Director.

Terms and Conditions Apply

Offer effective February 1, 2025 (the "Incentive Period"). An "Incentivized Sale" is a Qualified Sale during the Incentive Period to a net new Customer registered and activated during the Incentive Period. Demo sales, discounted sales for Partner's internal use, and resale transactions do not qualify for this Incentive Program. This document serves as the complete agreement between Calero and Partner.

Referral Partner shall use only Calero-provided product information and documentation to assist in the engagement of leads. Referral Partner shall not hold itself out to be a representative, partner, or distributor of Calero. Referral Partner must use all Calero marks in a manner consistent with Calero's corporate identity guidelines, which shall be provided, and which may be amended from time to time. Referral Partner shall exercise at least the same standard of care to protect Calero's intellectual property, copyrights, and trademarks as it does with its own intellectual property, copyrights, and trademarks. Referral Partner must cease use of Calero's marks upon termination of this agreement, or written notice from Calero. Calero owns all rights, title, and interest in and to the Calero Products and related intellectual property and nothing herein shall affect a transfer of any such rights.

Calero reserves the right to modify or end this Incentive Program on thirty (30) days' notice.

Referral Reward:

- The top 2 Partners with the most deal registrations between July 1, 2025 and September 30, 2025 win a trip to The Maldives. A minimum of ten (10) deal registrations are required to qualify.
- The Channel Manager of the top-performing partner also wins a spot on the trip.

All payments are conditioned upon the customer: (i) executing a Customer Agreement with Calero equal to one (1) or more years within one hundred eighty (180) days from the date of Referral Partner's submittal of the Qualified Referral Form, or such longer period to the extent Calero is responsible for delaying the execution of the Customer Agreement or any aspect of the process, and (ii) submitting payment to Calero. If a sale is determined to be invalid, fraudulent, or otherwise outside of policy, the Commission shall not be paid for such transaction, and if a Commission has already been paid, Referral Partner shall return such fee back to Calero.

Calero agrees to distribute any Referral Fees to Referral Partner within forty-five (45) days from the last day of the calendar month in which Customer services Go Live provided Customer submits full payment for the first month of services.

Confidentiality: The term "Confidential Information" means all information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is considered confidential or proprietary to the Disclosing Party. Confidential Information shall include, without limitation, the terms of this Revenue Incentive, information relating to the Disclosing Party's business plans, customer or member lists, products, services, patents, inventions, research, trade secrets, and/or any other non-public information relating to the Disclosing Party and/or its performance hereunder which is marked in a way as to mean "confidential", or would reasonably be considered confidential by the Receiving Party. The Receiving Party may only use Confidential Information for the purpose of performing the Services or fulfilling its obligations hereunder.

(a) Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose or provide any Confidential Information to any third party, except that the Receiving Party may, to the extent necessary and on a confidential basis, disclose such information: (i) to its legal, business, insurance, and financial advisors; and (ii) in response to a subpoena, court order, or any applicable law, rule, or regulation. The Receiving Party shall safeguard and protect the Confidential Information at least as carefully as the Receiving Party safeguards and protects its own confidential information, but shall not, in any event, exercise less than commercially reasonable care with respect to such Confidential Information.

(b) The confidentiality requirements set forth in this section shall not apply to information which: (i) was already known to the Receiving Party prior to its receipt hereunder; (ii) has become known to the public without breach of this section; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is lawfully obtained by the Receiving Party from a third party under no duty of confidentiality to the Disclosing Party.

Taxes:

ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES, WHETHER LEVIED IN THE UNITED STATES OR ELSEWHERE ASSOCIATED WITH THE RECEIPT

ANY FEES ARE SOLELY THE RESPONSIBILITY OF THE REFERRAL PARTNER. Unless stated otherwise, all amounts do not include taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). It is understood and agreed that Referral Partner is responsible for paying all Taxes associated with the one-time referral fees.

Disclaimer and Limit of Liability:

REFERRAL PARTNER IN RESPECT TO ITS BUSINESS OR ANY OF ITS PRODUCTS, SERVICES, MATERIALS, OR ANY WORKS OF AUTHORSHIP, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS INCENTIVE PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL EXCEED THE AMOUNT OF THE REFERRAL FEE OWED TO REFERRAL PARTNER IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM.