Blackpoint Partner Referral Program Terms

Effective November 1, 2026

These Terms govern the Blackpoint Partner Referral Program. Please read them before you submit a referral.

1. About the Program and these Terms

1.1 Program. Blackpoint Holdings, LLC ("**Blackpoint**," "we," or "us") runs the Partner Referral Program (the "**Program**"). If you introduce us to a managed service provider ("**MSP**") that meets these Terms, we will reward you as described below. By registering for the Program or submitting a referral, you agree to these Terms.

1.2 Relationship to other agreements. These Terms add to, and do not replace, any agreement between Blackpoint and your Partner. In these Terms, "**Referrer**" or "you" means the person or Partner submitting a referral, "**Referral**" means an introduction submitted under Section 4, "**Referred MSP**" means the MSP being introduced, and "**Reward**" means a payout under Section 5.

2. Who can participate

2.1 Eligible Referrers. You can participate if you are a Partner, or an owner or employee of a Partner; you are a resident of the United States; and you register with your work email address at your Partner's domain. A "**Partner**" is an MSP that has a current partner agreement with Blackpoint, is in good standing, and generates monthly recurring revenue above $0. To receive a Reward, you must still own or work for the Partner, and still be using that work email address, on the day the Reward is issued.

2.2 Who cannot participate. You cannot participate if you are (a) an employee, officer, or contractor of Blackpoint or its affiliates, or an immediate family member of one; (b) a government official, or an employee of a government-owned or government-controlled entity, acting in connection with the Referral; or (c) a "**Restricted Person**," meaning a person or entity that is the target of sanctions administered by the United States, the United Kingdom, the European Union or any of its member states, the United Nations, Australia, New Zealand, or Canada, or that is located or organized in a country or territory under comprehensive sanctions.

3. What you can refer

3.1 Eligible Referred MSPs. A Referred MSP is eligible only if, when you submit the Referral, it (a) is located in a country where Blackpoint sells its services and is legally able to sell them, as Blackpoint determines in its discretion; (b) is a new logo for Blackpoint, meaning Blackpoint would treat it as new under the same standards it uses in its internal reporting; (c) is not already in an active sales opportunity or evaluation with Blackpoint, and has not already been validly referred under the Program; and (d) is legally able to buy from Blackpoint, which includes not being a Restricted Person or owned or controlled by one.

3.2 Conflicts of interest. You cannot receive a Reward for referring your current employer or its affiliates, or any entity in which you or an immediate family member has a financial interest, serves as an officer, director, or manager, or can make or influence decisions.

4. How to submit a Referral

4.1 Submission. Submit each Referral yourself through the referral form on the Program page, and accept these Terms on the form. You must have authority to share the Referred MSP's contact details, and those contacts must reasonably expect to hear from Blackpoint.

4.2 Qualified Meeting. A Referral is complete only when a joint meeting takes place between Blackpoint and a decision-maker at the Referred MSP within 30 days after you submit it, and Blackpoint confirms that the meeting meets its qualification criteria (a "**Qualified Meeting**"). We will schedule the meeting, and you may attend.

4.3 Validation and priority. We check each Referral for duplicates, existing opportunities, and eligibility, and the first valid Referral for a Referred MSP has priority. If a Referred MSP was already in contact with us but your Referral materially helped close the deal, we may, in our sole discretion, approve a reduced Reward. Our reasonable determinations about validity and priority are final.

5. Rewards

5.1 Payouts. Each valid Referral can earn up to two payouts. "**Payout 1**" is earned when the Qualified Meeting takes place. "**Payout 2**" is earned when the Referred MSP signs a partner agreement, order, or other written commitment to buy paid services from Blackpoint, or places a purchase order through a Blackpoint alliance or distribution partner (the "**Commitment Date**," as recorded by Blackpoint). The Commitment Date must be within three months after the Qualified Meeting. We may extend this period in writing but are not required to.

5.2 Amounts. The amount of Payout 2 depends on the Referred MSP's "**TAM**," which is the number of endpoints it manages or can reasonably be expected to manage across its customers. We determine the TAM tier as of the Qualified Meeting, using information from the Referred MSP and our own records, and our reasonable determination is final. Amounts are in U.S. dollars:

Referred MSP TAM (endpoints)	Payout 1	Payout 2	Total
250 – 500	$250	$500	$750
501 – 2,500	$250	$1,250	$1,500
More than 2,500	$250	$2,750	$3,000

No Reward is payable for a Referred MSP with a TAM below 250 unless we approve one in writing before the Qualified Meeting.

5.3 Limits. A Reward is a one-time payment for a Referral. It is not a commission, revenue share, or royalty, and it does not entitle you to any share of the Referred MSP's fees. We may limit the number or value of Rewards a person or Partner can earn in a calendar year.

6. How Rewards are paid

6.1 Form. A Reward earned by an individual is paid as a gift card, issued by a third-party provider in the local-currency equivalent of the U.S. dollar amount. The provider's terms apply, availability varies by country, and we are not responsible for the provider or for lost, stolen, or expired cards. A Reward earned by a Partner is paid as a billing credit: a reduction in fees the Partner owes Blackpoint, applied to its next eligible invoice. A billing credit is not payment for services, has no cash value, cannot be transferred, and is forfeited if the Partner's relationship with Blackpoint ends. We may

adjust the tax shown on invoices to reflect a billing credit as the law requires. If a gift card is unavailable or prohibited by law, or if your employer or Partner asks us to, we may treat your Referral as a Partner referral instead of an individual referral and issue the Reward as a billing credit to your Partner, rather than paying you. You agree to this change, and you will have no claim to the Reward once it is issued to your Partner.

6.2 Timing. We will notify you when a Reward is approved. We will use reasonable efforts to issue Payout 1 within 30 days after we verify the Qualified Meeting. Payout 2 will be issued no later than 30 days after the last day of the calendar month in which the Commitment Date occurs. We issue a Reward only after we have verified eligibility and received any identification and tax documents we require; if those arrive later, we will issue the Reward within 30 days after we receive them. We test eligibility again on the day a Reward is issued. If you are an individual and no longer meet Section 2 on that day, no Reward is payable to you, although we may choose to issue it as a billing credit to your Partner.

6.3 Taxes. Before issuing a Reward, we may require you or your Partner to provide identification, tax documents, and other information we reasonably request. Nothing accrues, and we have no obligation to issue a Reward, until we receive them in a form we accept, and we may treat the Reward as forfeited if they are not received within a reasonable time after we ask. We may report Rewards and withhold taxes as the law requires. Rewards may be taxable. You are responsible for your own taxes and for any reporting you owe your employer or any authority. We do not give tax advice.

6.4 Withholding and recovery. We may withhold or cancel a Reward, or recover one already issued, if information you gave us is inaccurate; the Referral or Referrer was not eligible; the Referred MSP terminates, cancels, or rescinds its agreement or commitment, or its payments are refunded or charged back, within 90 days after Payout 2 is issued; the Reward was issued in error; your employer tells us you were not permitted to accept it; or you breach these Terms or act fraudulently. You must repay a recovered Reward within 30 days after we ask, and we may set it off against any other Reward or billing credit due to you or your Partner.

7. Your promises

7.1 What you confirm. When you submit a Referral, you confirm, and promise to keep true, that (a) you meet Section 2, the Referral meets Section 3, and the information you give us is accurate; (b) making Referrals is not part of your job duties, and accepting a Reward does not break your employer's or Partner's policies on gifts, conflicts of interest, or outside income (you are responsible for any disclosure those policies require, and if they do not allow you to accept a Reward, you should not participate); and (c) you consent to our telling your Partner that you participate in the Program and what Rewards have been issued to you.

7.2 What you will not do. You will not (a) make false or misleading statements to Blackpoint or the Referred MSP, make commitments on Blackpoint's behalf, or make claims about Blackpoint, its products, or the Program that we have not approved; (b) use any bot, agent, script, or other automated means to register for the Program, access it, or submit Referrals; (c) send bulk or unsolicited outreach, or contact anyone in breach of anti-spam, marketing, or privacy laws; (d) offer, give, request, or accept anything of value to improperly influence anyone, to induce anyone to act against their duties to their employer, or to influence the Referred MSP's decision to buy; or (e) share or split a Reward with anyone at the Referred MSP or at Blackpoint.

7.3 Laws. You must comply with all laws that apply to your participation, including anti-bribery and anti-corruption, sanctions, export control, marketing, and privacy laws.

8. Our decisions and changes to the Program

8.1 Our decisions. We may decide, in our reasonable discretion and for good reason, that a Referral, Referrer, Referred MSP, or Reward does not qualify under these Terms. Good reasons include a risk of breaking the law, sanctions rules, or a third party's policies, and conflicts of interest, misconduct, or abuse of the Program. Our decision is final. We may disqualify anyone who breaches these Terms or acts fraudulently or in bad faith, and cancel any Reward not yet issued.

8.2 Changes. We may change these Terms, add country-specific terms or document requirements, or suspend or end the Program at any time by posting on the Program page or notifying you through the partner portal or by email. Changes apply to Referrals submitted after they take effect. If we end the Program, we will still honor Rewards for Referrals validly submitted before the end date, as long as the milestones are met within the time limits in Sections 4 and 5.

8.3 No promise. We do not promise that any Referral will lead to a meeting, a sale, or a Reward. We may decline to do business with any MSP and we set all pricing and terms for any partnership.

9. Privacy and confidentiality

9.1 Personal data. We use the personal data you give us about yourself and about contacts at the Referred MSP to run the Program, and we record it in our customer relationship management systems, in line with the privacy policy published on the Program page. Submit only business contact details of people who would reasonably expect to be contacted, and no sensitive personal data.

9.2 Confidentiality. Reward amounts, tiers, and any non-public information we share with you about the Program or a Referred MSP are confidential, and you must not advertise or publish them. You may share them with your professional advisers, with tax or other authorities, with your employer where its policies require, and where the law requires.

10. Legal terms

10.1 Independent parties. Participating does not make you an employee, agent, partner, reseller, or authorized representative of Blackpoint, and you cannot bind Blackpoint. Rewards are not wages, employee benefits, or a commission for selling Blackpoint products.

10.2 Liability. To the extent the law allows, Blackpoint is not liable for indirect or consequential loss or lost profits arising from the Program, and our total liability to you is limited to the Rewards you have earned under these Terms and not yet received. Nothing in these Terms limits liability that cannot lawfully be limited, including liability for fraud or for death or personal injury caused by negligence, and does not affect rights you have under mandatory local law. You will cover Blackpoint's losses, including reasonable defense costs, from third-party claims that arise from your breach of Section 4, 6, or 7 or from inaccurate information you give us.

10.3 Governing law. These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws rules. The state and federal courts located in Delaware have exclusive jurisdiction over disputes arising from the Program, except where mandatory local law gives you the right to bring a claim elsewhere.

10.4 General. These Terms are the whole understanding between you and Blackpoint about the Program and replace any earlier statement, email, or presentation about it. You may not assign your rights or obligations; we may assign ours to an affiliate or to a successor to the Program or its business. If part of these Terms is unenforceable, the rest stays in effect, and a delay in enforcing a right is not a waiver of it. Except for Blackpoint's affiliates, no one other than you and Blackpoint can enforce these Terms. You accept these Terms electronically. They are in English, and any translation is for convenience only.

10.5 Notices and contact. We may give you notice through the partner portal, at the email address on your Referral, or on the Program page. You can reach us through the contact form on the Program page or in writing to Blackpoint Holdings, LLC, Attn: Legal, 1111B S Governors Ave, Suite # 42242, Dover, DE 19904, USA.