



### **Special Terms Applicable to the Startup Program 2021**

Participants in the Startup Program shall be entitled to the following Service offering (the "**Startup Program**").

|                           |   |
|---------------------------|---|
| <b>Growth Plan</b>        | <ul style="list-style-type: none"><li>• 3 months free membership in our Growth plan with the option to extend this program by 3 months, up to 6 months upon pre-approval by Frontegg.</li></ul>                                       |
| <b>Slack Channel</b>      | <ul style="list-style-type: none"><li>• Dedicated support via our Slack channel</li></ul>   |
| <b>Onboarding support</b> | <ul style="list-style-type: none"><li>• Supported direction and onboarding from our development team</li></ul>  |
| <b>Content Sessions</b>   | <ul style="list-style-type: none"><li>• Sharing of insights and content by Frontegg on SaaS topics such as Architecture, Security, Product and more (not exceeding 15 hours in total throughout the length of the program).</li></ul> |

In addition to the Services terms of use available at <https://frontegg.com/terms-of-use> (the "**Standard Terms**", all capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Standard Terms), Startup Program participants shall be subject to additional terms set out below (the "**Startup Program Terms**"). In the event of any conflict between the Standard Terms and the Startup Program Terms, the provisions of the Startup Program Terms shall apply. Your participation in the Startup Program is conditioned on your compliance with the terms hereof.

1. **Services; License.** Subject to the Standard Terms, and in addition to the Services, Frontegg shall: (i) provide dedicated support to you through Frontegg's Slack channel for a period of 6 weeks following the Effective Date; (ii) provide you with a dedicated team to assist with onboarding for a period of 6 weeks following the Effective Date; and (iii) provide you guidance with respect to SaaS topics (including, but not limited to, Architecture, Security and Products) up to a maximum of fifteen (15) hours during the Term.

#### **2. User Obligations.**

- 2.1. You shall integrate the Services with your Product within six (6) weeks of the Effective Date, and shall: (i) install and maintain Frontegg's code on the Products in accordance with the Documentation and provide information regarding the Products as reasonably requested by Frontegg from time to time in order to provide the Services;.
- 2.2. During the Term, you hereby undertakes to: (i) continue to maintain and offer your Product to the Customers; (ii) maintain a team of at least three (3) people engaged on a full-time basis, one of whom shall be a technical software engineer, to be dedicated to the use of the Services; (iii) actively use the Services, with a minimum of one hundred (100) activities in each calendar month during the Term, as determined by Frontegg; and (iv) at least once every calendar month, participate in a joint session with Frontegg to provide Frontegg with feedback that you have with respect to the Services and the Frontegg Platform.
- 2.3. You shall immediately provide Frontegg with written notice in the event that during the Term: (i) you breach any of your obligations as set forth in Sections 2.1 or 2.2 hereof; (ii) your representations and warranties are not accurate or are misleading; (iii) you are unable to continue

to grant to Frontegg the licenses set forth in Section 4.2 to the Agreement; or (iii) you breach either the Funding Threshold or the Revenue Threshold.

3. **Publicity.** In addition to any rights granted under the Standard Terms, You hereby grants to Frontegg: (i) during the Term and after the termination or expiration of your participation in the Startup Program, a non-exclusive, royalty free, irrevocable, non-transferable and non-sublicensable worldwide license to use and reproduce on Frontegg's website and in any promotional materials: (A) your logo and name; (B) any testimonials from your representative with respect to the Services, the Frontegg Platform and the Program; and (C) any information received by Frontegg during the process of integration of the Services with your Product to the extent that such information is not confidential; in each case, subject to Frontegg's compliance with applicable law and privacy regulations.
4. **Term; Termination.** Your participation in the Startup Program shall commence on the Effective Date and end on the earlier of: (i) the first (1<sup>st</sup>) anniversary of the Effective Date; (ii) the date on which you notified Frontegg, or Frontegg otherwise reasonably determines, that you have entered into received an aggregate of \$1,000,000 in investment or financing in consideration for your shares, whether pursuant to a convertible instrument or an actual sale of your shares (including any such amounts received prior to the Effective Date) (the "**Funding Threshold**"); (iii) the date on which you have notified Frontegg, or Frontegg otherwise reasonably determines, that you have entered into contractually binding agreements with Customers (including agreements signed prior to the Effective Date) pursuant to which the amounts due to you exceed: (A) an annual revenue of \$500,000; or (iv) the date on which the Agreement is otherwise terminated in accordance with the terms of the Standard Terms (such period, the "**Term**"). Frontegg may terminate your participation in the Startup Program upon giving you sixty (60) days' prior written notice. In the event that your participation in the Startup Program is terminated by Frontegg, then you shall pay, upon immediate demand by Frontegg, all costs incurred by Frontegg with respect to removing you from the Startup Program.