

Marketplace Partner Agreement

This Marketplace Partner Agreement (“**Agreement**”) is entered into between you (“**you**” or “**Partner**”), and Bitly, Inc. “**Bitly**,” “**us**” or “**we**”). By listing your offerings (“**Product**”) on our Bitly Marketplace (“**Marketplace**”), Partner accepts the terms of this Agreement. Bitly and Partner are each referred to as a “**Party**” and collectively as the “**Parties**.”

By clicking, you acknowledge that you have read, accepted and agree to be bound by and comply with the terms and conditions set out in this Agreement, as may be amended from time to time. You represent and warrant to us that you have the capacity to enter into this legally binding agreement or if you are using this on behalf of another person, you hereby represent and warrant to us that you have the authority to bind such person to this Agreement.

The Bitly Marketplace allows users (“**Users**”) to understand which partners have integrations with Bitly. The Bitly Marketplace enables Users to link products or services and/or purchase additional services for their businesses, websites and/or ecommerce stores. This Agreement describes the Parties’ commitments to provide Users with the Partner’s Product(s).

1. Partner Responsibilities

1.1. Integration with Bitly. Partner shall be responsible for building, and any and all costs related thereto, the integration with the Bitly services and/or Marketplace, if applicable. Partner shall comply with all applicable coding standards, policies, and procedures, including, without limitation, the [Bitly Privacy Policy](#), the [Bitly Acceptable Use Policy](#), and the [Bitly API and Developer Terms](#), each as may be updated from time to time. Collectively, these Bitly guidelines, policies, and procedures are referred to as “**Policies and Procedures**.” Partner must ensure that Product(s) and the Product Terms do not violate or contradict the relevant Policies and Procedures.

1.2 Product Guidelines

1.2.1. Partner shall provide clear and conspicuous notice to potential and existing Users of any terms and conditions that the Partner requires Users to agree to in order to use the Product (“**Product Terms**”).

1.2.2. Partner shall provide the Product in accordance with the Product Terms.

1.2.3. Partner will provide all notices, and obtain all consents, required under applicable law in connection with Partner’s collection, use and sharing of any personally identifiable information collected by Partner via the Product. Partner will only collect, use, and disclose such data in accordance with applicable laws and Partner’s privacy policy. Notwithstanding the foregoing, under no circumstances will Partner provide such data to information brokers (i.e., data brokers).

1.2.4. The Product shall comply with all applicable laws.

1.3. Marketplace Guidelines

Regarding the Product that Partner lists in the Marketplace, Partner agrees to:

1.3.1. maintain the Partner landing page and provide accurate and complete information (including a description of the Product and contact information for User to contact Partner for support).

1.3.2. not claim the Product is an “official” Bitly product.

1.3.3. not display any link that leads to a third-party site on the Partner landing page.

1.3.4. not solicit or permit reviews that are fake, inaccurate, irrelevant, misleading, being used improperly for commercial gain, posted in exchange for a financial or other gain, posted multiple times (whether from the same or more than one account), misleading as to the reviewer’s identity or their connection to the Product being reviewed, or reviews that contain or link to prohibited or illegal content.

1.3.5. not subvert or override any User relationship to the Marketplace, such as inserting spam links in the Bitly Marketplace, or utilizing tracking about Users’ usage of Bitly.

2. Fees

While we currently make participation in the Marketplace available to you at no charge, we reserve the right to change our pricing policy at any time and will provide you with reasonable notice of any such changes.

3. Removal of the Product

3.1. While we do not take on an obligation to monitor the Product, we reserve the right to suspend or remove a Product from the Marketplace at any time at our discretion. Bitly shall provide Partner thirty (30) days’ notice before removing a Product from the Marketplace, but we may suspend a Product immediately, including, but not limited to, the reasons listed in Sections 3.3.1 – 3.3.8 below.

3.2. Partner’s requests to remove a Product will require our consent, which will not be unreasonably withheld.

3.3. We may remove the Product, at our sole discretion, including for any of the following reasons:

3.3.1. the Product or any portion thereof infringes or misappropriates any third party’s intellectual property rights or any other rights of any third party, and Partner is not able to develop a work around or obtain a license so that the Product is non-infringing;

- 3.3.2. the Product or any portion thereof violates any applicable law or is subject to an injunction;
- 3.3.3. the Product or any portion thereof violates our Policies and Procedures.
- 3.3.4. the Product or any portion thereof poses a risk of damaging Bitly's or any third party's software or systems, or is deemed by us to have a virus or be malware or spyware;
- 3.3.5. the Product or any portion thereof violates the terms of this Agreement;
- 3.3.6. the Product receives low Product ratings, support ratings, we determine it to be harmful to our brand or reputation, or the Product is not being adequately supported by Partner;
- 3.3.7. the Product becomes redundant due to a feature being rolled into Bitly's platform;
or
- 3.3.8. in response to Partner's request to terminate this Agreement or remove the Product.

4. Bitly Responsibilities

Subject to the terms of this Agreement, we:

- 4.1. will operate and maintain the Marketplace.
- 4.2. will list the Product in the Marketplace subject to this Agreement.
- 4.3. will update Partner's Marketplace listing as reasonably requested by Partner from time to time.
- 4.4. may, in its sole discretion, promote Partner or the Product, by conducting marketing and promotional activities using commercially reasonable efforts and/or implementing a system to provide product and support rankings (based on User reviews and ratings) with rules to promote fairness and accuracy.

For clarity, we reserve the right to provide access to the Marketplace to competitors of the Partner and make no promise of exclusivity in any particular market segment.

5. Marketing

- 5.1 You authorize Bitly to use your proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names for use in the Marketplace.
- 5.2 As part of potential co-marketing efforts, the Parties may decide to evaluate the following activities:
 - Blog posts, email and/or in-product communication, website content, and social media posts

- Webinars, training sessions, and other customer-focused events
- Select industry events, including joint exhibits and co-sponsorship opportunities
- Customer quotes and case studies
- Joint PR and press release(s)

In the event that the Parties mutually agree to pursue the activities outlined above (or a subset thereof), and the Parties will work in good faith to identify the timeline, details, and respective contributions of each Party for each activity. Any co-marketing efforts will be detailed and set forth in a Co-Marketing Addendum.

6. Intellectual Property and Ownership

- 6.1. Each Party owns its brand features and any intellectual property not explicitly transferred or licensed to the other Party under this Agreement.
- 6.2. Each Party grants the other Party a non-exclusive, non-transferable license to use its brand features solely with respect to any promotional activities that directly relate to the promotion and sale of the Product on the Marketplace, and in conjunction with any mutually agreed co-marketing activities as set forth in a Co-Marketing Addendum. Partner agrees to follow the [Bitly Brand Guidelines](#) when using Bitly brand features.

7. Term and Termination

- 7.1. This Agreement will continue indefinitely until terminated by either Party.
- 7.2. Either Party can terminate this Agreement upon thirty (30) days' written notice to the other Party for any reason.
- 7.3. We may terminate this Agreement with immediate effect in the event that Partner breaches any warranty, representation or provision of this Agreement, including Partner's obligations to provide support to Users. We will make a good faith effort to give Partner an opportunity to remedy certain breaches before terminating this Agreement, while taking into account the best course of action to ensure continuity of service to Users. In such instances, we reserve the right to suspend any payments to Partner until the breach is remedied.
- 7.4. Upon termination, both Parties will remove any derivative or variation of the other Party's brand features from their website, marketing materials or similar collateral within seven (7) business days.

8. Warranty

Partner represents and warrants that it has all rights and licenses necessary to make the Product available in the Marketplace, and that the Product does not (a) infringe or misappropriate the intellectual property of any third party, (b) violate any applicable laws, or (c) contain any malware,

viruses, Trojan horses, or other malicious code. Except as expressly set forth in this Agreement, each Party disclaims all other warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

9. Indemnification

Partner will indemnify, defend, and hold harmless Bitly and its parents, its Affiliates, and its and their directors, officers, employees and agents from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of any third-party claim or bona fide allegation in writing related to (a) any actual or alleged breach of this Agreement by Partner, (b) the Product, or (c) Partner's Brand Features.

10. Limitation of Liability

WITH THE EXCEPTION OF PARTNER'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION) AND EITHER PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), NEITHER PARTY SHALL: (a) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING); or (b) HAVE ANY TOTAL AGGREGATE LIABILITY IN ANY CALENDAR YEAR STARTING FROM THE EFFECTIVE DATE OF THIS AGREEMENT IN EXCESS OF ONE THOUSAND U.S. DOLLARS (US\$1,000).

11. Confidentiality

Each Party will (a) protect the other Party's Confidential Information against unauthorized access and use, (b) use the other Party's Confidential Information only to exercise its rights and perform its obligations under this Agreement, and (c) not disclose the other Party's Confidential Information except to anyone acting on its behalf who need to know it in connection with the performance of this Agreement and who have agreed in writing to keep it confidential. A Party compelled by a court or other governmental authority to disclose the other Party's Confidential Information shall provide advance notice to the other Party to the extent permitted under applicable law. Confidential Information excludes information that: (i) was known by the receiving Party prior to disclosure; (ii) enters the public domain through no wrongful act of either Party; (iii) is disclosed to the receiving Party by a third party legally entitled to make such disclosure; or (iv) is independently developed by a Party without reference to the other Party's Confidential Information.

12. Reporting

Upon reasonable advance notice, Bitly may request from Partner, and Partner shall provide, reporting on traffic/referrals from the Marketplace. The requests shall not be more frequent than quarterly, unless a greater frequency is mutually agreeable to the Parties. The reporting shall be in a format mutually agreeable to the Parties.

13. Data Privacy

To the extent we collect personal data in connection with this Agreement, we will use such data as set forth in our [Privacy Policy](#). To the extent Partner collects personal data in connection with this Agreement, Partner will use that data only as set forth in its published privacy policies, privacy notices, and in compliance with all applicable laws.

14. Assignment

This Agreement is not assignable or transferable without the express written consent of the other Party, not to be unreasonably withheld; provided, however, that this Agreement may be assigned in its entirety by Bitly to a successor-in-interest or an Affiliate.

15. Similar Products

Bitly is not precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing, or developing for or by third parties, as well as marketing and distributing materials, products or services which are competitive with the Product, provided that we do not use Confidential Information of the Partner. Further, Partner acknowledges that we may recommend and/or promote alternatives to the Product to Users.

16. No Waiver

The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

17. Independent Contractors

The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

18. Survival

Any provisions which by their nature should survive termination or expiration of this Agreement will survive.

19. Entire Agreement

This Agreement sets forth the entire understanding of the Parties and supersedes any prior oral or written agreements or understandings between the Parties as to the subject matter of this Agreement.

20. Governing Law

Except to the extent any applicable law provides otherwise, the Agreement will be governed by the laws of the State of New York, USA, excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to the Agreement will be the state and federal courts located in the Borough of Manhattan in the City of New York, New York, USA.