

Referral Partner Agreement

Pangea.ai codebase licensing referral partnership

This Referral Partner Agreement (the “Agreement”) is effective as of the date last signed (the “Effective Date”), and is made between: Digital Knights SARL, a société à responsabilité limitée organized under the laws of Switzerland, which operates the Pangea.ai marketplace (“Pangea”); and the individual or entity identified in the signature block below (the “Partner”). Pangea and the Partner may each be referred to as a “Party” and together as the “Parties.”

1. Purpose

The Partner refers Code Owners to the codebase licensing program operated by Pangea together with its licensing partner (the “Program”), through which Codebases are marketed, licensed, and sold to buyers. In exchange, Pangea pays the Partner the Referral Fees described in this Agreement. This Agreement sets out how referrals are tracked, how fees are calculated, and when they are paid.

This Agreement applies only to Codebase Transactions (as defined in Section 2). It does not apply to, and no fee is owed with respect to, any other product, service, or revenue.

2. Definitions

“**Code Owner**” means any person or entity that owns, controls, or is authorized to license or sell a codebase, including companies, freelancers, contractors, software development agencies, and fractional technology leaders (for example, a fractional CTO or CPO).

“**Referral Link**” means the unique tracking link(s) and/or referral code(s) issued to the Partner, which may include a distinct link for each referral track (dev agencies; individuals and companies).

“**Referred Code Owner**” means a Code Owner that first engages the Program through the Partner’s Referral Link, and that was not already an active customer of the Program or in its documented pipeline before the referral (see Sections 5.4 and 7). Attribution through the Referral Link lapses if the Code Owner has not engaged the Program within six (6) months of first using it; attribution resumes if the Code Owner later engages the Program through the Referral Link.

“**Codebase**” means a source-code repository, together with its associated version-control history, that a Referred Code Owner makes available for licensing or sale through the Program.

“**Codebase Transaction**” means a license of a Codebase (exclusive or non-exclusive) or an outright sale or assignment of a Codebase. Each separate license, renewal for additional consideration, or sale of a Codebase is a separate Codebase Transaction. A deliverable created by combining a Codebase with additional software, data, or materials, or by adapting a Codebase into a larger product or service, is not a Codebase Transaction and gives rise to no Referral Fee.

“Code Owner Payment” means the amount actually paid to the Code Owner for a given Codebase Transaction.

“Referral Fee” has the meaning in Section 3.

3. Referral Fee

3.1 Rate. For each Codebase Transaction involving a Codebase of a Referred Code Owner, Pangea will pay the Partner a Referral Fee equal to fifteen percent (15%) of the Code Owner Payment for that Codebase Transaction. The Code Owner's share is unaffected, and no part of the Referral Fee is deducted from what the Code Owner is paid.

3.2 Recurring fees. Referral Fees are payable on each and every Codebase Transaction for which consideration is received, with no limit on the number of times a Codebase is licensed or sold. The Referral Fee is not a one-time fee and is earned on every such Codebase Transaction.

3.3 Internal-use purchase. Where a complete, exclusive license to a Referred Code Owner's Codebase is purchased for internal use (and not for resale of the Codebase to a third party) for a one-time payment to the Code Owner, that purchase is a Codebase Transaction, and Pangea will pay the Partner a Referral Fee equal to fifteen percent (15%) of that payment to the Code Owner, payable within fifteen (15) days after the payment is made.

3.4 Buyout by licensing partner. If Pangea's licensing partner exercises any option to permanently extinguish future fees payable to Pangea with respect to a Codebase (a “Buyout”), Pangea may correspondingly extinguish future Referral Fees on that Codebase by paying the Partner an amount equivalent to fifteen percent (15%) of the value the Code Owner receives in the Buyout that is attributable to that Codebase, within fifteen (15) days of receipt. Referral Fees already accrued remain payable. After such payment, no further Referral Fees are owed on that Codebase.

4. Payment

4.1 Contingent on collection. A Referral Fee becomes payable only after, and is paid solely out of and to the extent of, the amounts actually received by Pangea from its licensing partner in respect of the relevant Codebase Transaction. If Pangea does not receive the corresponding amount, no Referral Fee is due. Where consideration is received in installments, the corresponding Referral Fee accrues on each installment as and when Pangea receives it.

4.2 No out-of-pocket exposure. The Partner will never be owed, for a given Codebase Transaction, more than the amount actually received by Pangea for that Codebase Transaction.

4.3 Refunds and chargebacks. If a buyer payment is refunded, reversed, or charged back after a related Referral Fee has been paid, the corresponding amount may be offset against future Referral Fees or, if no future amounts are reasonably expected, invoiced to the Partner for repayment.

4.4 Timing and statements. Each Referral Fee is payable within fifteen (15) days after Pangea receives the corresponding amount from its licensing partner, in U.S. dollars, by the payment method the Partner designates and verifies. Pangea will provide a periodic statement identifying, for each Codebase Transaction, the Referred Code Owner, the Codebase, the Code Owner Payment, and the resulting Referral Fee. Buyer identities and buyer transaction documents are confidential and need not be disclosed.

4.5 Taxes. Each Party is responsible for its own taxes.

4.6 Statement disputes. The Partner may dispute a statement within ten (10) calendar days of receipt by written notice describing the basis of the dispute. If the Partner does not dispute a statement within that period, the statement is conclusively deemed accepted. If a statement is disputed, the Parties will attempt in good faith to resolve the dispute within thirty (30) days, and Pangea will provide reasonable additional detail regarding the disputed amounts (excluding buyer identities and buyer transaction documents). Undisputed amounts remain payable on schedule.

5. Attribution

5.1 Referral Link. Pangea will issue the Partner unique Referral Links (one per referral track) and will use commercially reasonable efforts to attribute Code Owners that engage the Program through those Links to the Partner. Attribution is by Referral Link; there is no shared tracker. The Partner is responsible for ensuring that Code Owners it introduces use the Partner's Referral Link. Questions about whether a Code Owner will be attributed to the Partner may be directed to jazlin@pangea.ai before the Code Owner engages the Program.

5.2 Authoritative records. The Program's records of attribution, consideration received, and Referral Fees are the authoritative basis for fees under this Agreement, absent manifest error, except that attribution disputes are resolved under Section 5.4 and statement disputes under Section 4.6.

5.3 Evaluation; Pangea controls the transaction. Every submitted Codebase must first pass evaluation before it may be licensed or sold. Pangea and its licensing partner have sole discretion over which Codebases are accepted, how they are priced, marketed, licensed, and sold, and whether any transaction occurs. Evaluation and analysis of a submitted Codebase is not a Codebase Transaction and triggers no Referral Fee. There is no guarantee that any Referred Code Owner will list a Codebase, that any submitted Codebase will be accepted, or that any Codebase will be licensed or sold.

5.4 Attribution disputes; deemed attribution. If attribution is disputed, the Parties will work together in good faith using available evidence, including Referral Link records, CRM records, and introduction emails. When a Code Owner engages the Program through the Partner's Referral Link, Pangea will notify the Partner within ten (10) business days if it objects to attribution on any reasonable basis, including an existing relationship or a documented pipeline entry. If Pangea does not object within that period, the Code Owner is conclusively deemed a Referred Code Owner, absent fraud. In the unlikely event that a pre-existing relationship, or a prior referral attributable to another referral party, is not identified within that period, Section 7 supersedes this Section 5.4 and determines the eligible referrer.

6. Roles and Conduct

6.1 Good faith. The Partner will refer Code Owners in good faith and will not make any representations or warranties about Pangea, the Program, pricing, valuations, or outcomes beyond materials Pangea provides or approves. Estimated codebase values shown to Code Owners are estimates only and not guaranteed payouts, and the Partner will not represent otherwise.

6.2 Independent parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.

6.3 Compliance. Each Party will comply with applicable laws, including those governing marketing, privacy, and anti-corruption, in performing under this Agreement.

6.4 Non-circumvention. During the term and for twelve (12) months after termination, neither Party will structure or route a Codebase Transaction so as to avoid, reduce, or defeat Referral Fees due to the Partner in respect of a Referred Code Owner's Codebase.

6.5 Indemnification. The Partner will defend, indemnify, and hold harmless Pangea and its licensing partner against third-party claims, and resulting damages and reasonable costs (including reasonable legal fees), arising from the Partner's breach of Section 6.1 or Section 6.3, including any representation made to a Code Owner beyond the materials Pangea provides or approves. Pangea will likewise defend and indemnify the Partner against third-party claims arising from the Partner's use, as approved, of materials Pangea provided. This Section survives termination.

7. Prior Relationships; No Double Payment

No Referral Fee is owed for a Code Owner that, before the referral, was already an active customer of the Program, was in its documented pipeline, or had an active documented discussion about codebase licensing. Where two referral partners could each claim the same Code Owner, the partner whose referral is earlier by date, as recorded, is the eligible referrer (subject to Section 5.4), and no more than one referral fee is paid for the same Codebase Transaction.

8. Confidentiality

Each Party will keep the other Party's non-public business, technical, customer, and financial information confidential, use it solely to perform under this Agreement, and protect it with at least reasonable care. This includes the identities of Referred Code Owners, figures, the statements and reports provided under Section 4, and the terms of this Agreement. The Partner will use the statements and reports solely to verify and collect Referral Fees. These obligations survive for three (3) years after termination, and indefinitely for trade secrets.

9. Term, Termination, and Survival

9.1 Term. This Agreement is effective on the Effective Date and continues until terminated by either Party on thirty (30) days' written notice.

9.2 Survival of referral fees. The Referral Fee obligations in Sections 3 and 4 survive expiration or termination of this Agreement, with respect to any Codebase Transaction, whenever occurring, involving a Codebase of a Code Owner who became a Referred Code Owner during the term, where that Codebase was first made available through the Program during the term or within six (6) months after the termination date. Referral Fees remain payable on the "only when and to the extent the deal is paid" basis in Section 4.

10. Miscellaneous

10.1 Limitation of liability. Neither Party will be liable for indirect, incidental, special, consequential, or punitive damages. Except for payment obligations (including unpaid Referral Fees), breaches of confidentiality, and indemnification obligations under Section 6.5, each Party's aggregate liability is limited to the Referral Fees paid or payable in the twelve (12) months before the claim.

10.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to an affiliate or a successor in a merger, acquisition, or sale of substantially all assets.

10.3 Governing law; venue. This Agreement shall be exclusively governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of laws principles and excluding the UN Convention on Contracts for the International Sale of Goods. Any dispute shall be exclusively referred to and determined by the competent courts in Switzerland.

10.4 Entire agreement; amendments; waiver. This Agreement is the entire agreement between the Parties on its subject matter and supersedes prior or contemporaneous agreements on that subject. Any amendment or waiver must be in writing signed by both Parties. Failure to enforce any provision is not a waiver.

10.5 Severability. If any provision is held unenforceable, it will be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

10.6 Acceptance; electronic acceptance. No handwritten or separate signature is required. By ticking the acceptance box presented with this Agreement (or otherwise indicating acceptance in electronic form), the Partner accepts and is legally bound by this Agreement as of the date of that acceptance, with the same force and effect as a handwritten signature. This Agreement may be accepted in electronic form.

10.7 Notices. Formal notices must be in writing and delivered by email, to prags@pangea.ai for Pangea and to the address the Partner designates in writing, and are effective on receipt.

Acceptance

This Agreement is accepted electronically. By ticking "I have read and agree to the Referral Partner Agreement" on the Pangea referral partner application, the Partner accepts and becomes **legally bound** by this Agreement as of the date of that acceptance, with the same effect as a signature. No handwritten signature is required.

Pangea: Digital Knights SARL (Pangea.ai) · prags@pangea.ai

Partner: as identified on the referral partner application at the time of acceptance.