

FlowFuse

FY 2025 SALES COMPENSATION PLAN

1. Introduction

The purpose of the FlowFuse's Sales Compensation Plan ("Plan") is to establish a sales incentive program that rewards the performance of eligible sales employees in return for meeting pre-established sales goals. Specific sales territory, quotas, bonus, and commission rates are set forth in Exhibit A.

2. Definitions

"Agreement" means a written contract for goods and/or services entered into by and between a Customer and the Company.

"Authorized Official" means the Company executives listed in Exhibit A, or any member of senior management who is a manager of the executives listed in Exhibit A.

"Base Salary" means the wages paid to a Salesperson each payroll period, regardless of Salesperson's performance under the Plan.

"Booked" means the satisfaction of all of the following conditions: (1) a written Agreement is executed by a Customer on a Qualifying Sale, (2) the executed Agreement is accepted and approved by the Company, (3) the executed agreement and related quote and PO (if any) are attached to the opportunity in Hubspot.com and (4) the Company has shipped software or delivered services, (5) the "Closing a Deal" process as described in the company handbook has been completed.

"Booking Date" means the date a sale was Booked.

"Chargeback" means the Company's recovery of previously paid but unearned incentive payments from a Salesperson.

"Company" or **"FlowFuse"** means FlowFuse Inc and any of its affiliates, subsidiaries, successors, or assigns.

"Customer" means a customer that purchases products or services from the Company pursuant to the terms of an Agreement.

"Commissions" means Incentive Compensation relating to a Salesperson's sale of qualifying products and services on authorized accounts in his or her sales territories. As described in Section 9, Commissions are not deemed Earned until the satisfaction of a number of conditions,

including the customer's payment of the invoice in full. However, except as provided by Section 9 or Section 15 of the Plan, Commissions will be advanced when the applicable sale or order is Booked (a **"Booking Advance"**).

"Incentive Compensation" means the compensation, in excess of Base Salary, earned upon meeting specific individual and/or Company performance goals. Incentive Compensation for a particular Salesperson is set forth in Exhibit A.

"Draw Payment" means advance payments made against anticipated future Commissions.

"Recoverable Draw" is a Draw Payment offset by Earned Commissions. Once Commissions are calculated, there will be a true up to recover the Draw Payment and pay the balance due (if any). If the value of the Draw Payment exceeds the Earned Commissions, the Company reserves the right to continue to deduct the value of Draw Payments from future Commissions until the full Draw Payment amount is recovered. This is referred to as a negative carry forward balance.

"Non-Recoverable Draw" is a Draw Payment offset by Earned Commissions. However, if the Non-Recoverable Draw Payment exceeds the value of Earned Commissions, the difference is not recovered by the Company. If Earned Commissions exceed the value of the Non-Recoverable Draw, the Company will pay the greater of the two.

"Salesperson" means an employee of the Company who works in the position identified in Exhibit A.

3. **Effective Date**

Duration of Plan: The Plan is effective as of term outlined in Exhibit A ("Plan Term"), unless earlier revoked or modified in writing by the Company.

Modification: The Company reserves the right, in its sole discretion, to change the Plan to increase or decrease Incentive Compensation during the Plan Term or to revoke the Plan altogether. If the Company changes the Plan, such changes will not affect a Salesperson's Incentive Compensation earned prior to the effective date of the Plan modification or revocation.

Expiration: The Plan automatically expires at the expiration of the Plan Term. The Company, in its sole discretion, shall determine the continuation, modification or cancellation of the Plan upon expiration of the Plan Term.

4. **Eligibility**

Eligibility: A Salesperson is eligible to participate in the Plan upon Salesperson's commencement of employment with the Company as an active employee in the position identified in Exhibit A, and execution of the Company's current form of At-Will Employment and Proprietary Information and Inventions Agreement (**"At-Will and Confidentiality Agreement"**). Eligibility to

participate in the Plan terminates upon a Salesperson's employment. The Company reserves the right to suspend participation in the Plan in the event of a Salesperson's misconduct or violation of Company policy. A Salesperson shall not be eligible for Commissions in connection with (1) sales occurring outside of such Salesperson's territory, except as set forth in Section 10 below regarding open territories; (2) sales of products or services other than those specifically set forth in Exhibit A; (3) sales on unauthorized accounts; (4) sales made outside the Company's discounting guidelines that have not been pre approved by an Authorized Official; or (5) sales involving side contracts or agreements containing terms outside of the Agreement between the Company and the customer.

Pro-rata annual calculation: For annual bonus calculations, a Salesperson who starts after January 1 is eligible for Plan participation on a pro-rata basis. The pro-ration is $n/12$ of annual entitlement where n equals the number of full months employed during the Plan Term.

Pro-rata quarterly calculation: For quarterly bonus calculations, a Salesperson who joins the Company after the first day of the quarter will be eligible for participation on a pro-rata basis. The pro-ration for bonus calculations will be $n/3$ of quarterly entitlement where n equals the number of full months employed during the quarter.

Unpaid status: A Salesperson whose status changes to unpaid leave of absence will be ineligible for incentive compensation during the unpaid leave (A Salesperson will be paid all earned incentive compensation for the period before and after the unpaid leave of absence.)

5. Quota

Quota assignment: A Salesperson's quota for sales is set forth in Exhibit A.

Requirement to achieve quota; at-will employment: A Salesperson is required to achieve quota. Failure to achieve quota may cause discipline up to and including immediate termination of employment, with or without prior notice. Salespersons are employed at-will, meaning that either the Company or Salesperson may terminate the employment relationship at any time, with or without cause or prior notice. Accordingly, achievement of quota is not a guarantee or an implied promise of continued employment or an alteration of a Salesperson's at-will status.

6. Responsibilities and Duties

Responsibilities and assignments: Salesperson agrees to perform diligently the duties and responsibilities assigned by the Company to the best of his or her ability. Exhibit A sets forth the sales territories, accounts, products and services for which the Salesperson is eligible to earn Commissions (a "Qualifying Sale"). Territories, accounts, prices of products or services are subject to change at any time at the sole discretion of Company management.

Responsibility for credit check and collection of revenue: The Salesperson is responsible, with the assistance and cooperation of Company management and the accounting department, for evaluating the creditworthiness of new Customers, and for collection of revenue after obtaining a sale.

7. Customer Terms and Orders

Company policies: All terms and conditions of sales are to be made in accordance with Company policies, procedures and price lists. Any exceptions must be pre-approved in writing by an Authorized Official.

Prior approval of discounts: Salespersons will only make discounted offers to Customers that fall within the Company's discounting guidelines or that have been pre-approved in writing by an Authorized Official. In the event that a discounted offer falls outside the Company's discounting guidelines and has not been pre-approved in writing by an Authorized Official, Company management may, in its sole discretion, may elect to reduce or eliminate any unearned Incentive Compensation for a sale resulting from the discounted offer.

Conflict of interest: Salespersons must refuse gratuities, gifts or any property of value greater than nominal value from a Customer or prospective Customer. Salespersons must also avoid any other conduct that may create an actual or potential conflict of interest with a Customer or other third-party that is dealing with the Company.

8. Termination of Employment

Upon termination of employment or a transfer out of sales, Salesperson will be entitled to all earned Incentive Compensation, including Earned Commissions, unpaid as of the termination or transfer date. Booking Advances will be made through the date of termination or transfer out of sales consistent with the timing of payment rules set forth in Section 15, subject to the Company's right to recover any overpayments as set forth in Section 15 below. In addition, following termination of employment or a transfer out of sales, Salesperson will continue to be eligible to earn Commissions on multi-year agreements and Commissions on large sales as the revenues/sales payments are received from the Company as provided in Section 9. For quarterly or annual bonus, the Salesperson must be employed through the last day of the applicable measurement period (i.e., the quarter or the year) to earn the bonus. Earned Incentive Compensation will be paid as soon as such amounts are reasonably ascertainable and calculable after the termination or transfer but no later than the last day of the next month following the date of termination or transfer (and, in all events, no later than March 15 of the year following the end of the calendar year in which such amount was earned). Commissions on multi-year

agreements and large sales (as described in Section 9) Earned after termination of employment or a transfer out of sales will be paid as provided in Section 15.

9. When Sales Commissions are Considered Earned

When Commission is earned: A Commission is deemed earned only if all of the following conditions are satisfied: (1) the sales is Booked, and (2) the Company has collected the revenue (“**Earned**” or “**Earned Commissions**”). However, Commissions will be advanced when the applicable sale is booked (Booking Advance) and will be paid as provided under Section 15 in accordance with the timing of payment rules for Booking Advances.

Multi-year Agreement: Except as otherwise provided in Exhibit A, if the sale is a multi-year Agreement providing for installment payments, the Salesperson will earn a pro-rata commission as revenue installments are collected by the Company. Upon each installment of the sale being booked, a Booking Advance will be made with respect to such installment as provided under Section 15 in accordance with the timing of payment rules for Booking Advances; provided, however, that if any single installment constitutes a “Commission on Large Sales” as provided in the following paragraph, Commissions and Booking Advances, if any, on such installment will be treated in accordance with such paragraph.

Commissions on Large Sales: If a sale is greater than \$500,000, Commissions on the first \$500,000 of the sale will be advanced as Booking Advances in accordance with Section 15. Commissions on the amount of the sale exceeding \$500,000 will not be advanced and instead will be paid in the payroll period following the date such Commissions are Earned (i.e., the date the Company collects the revenue, if all other earning requirements have been met), as provided under Section 15.

Split: Two or more Salespersons who participated in a sale may split the commission with prior written approval of the appropriate Authorized Officials. The Company management in its sole discretion will determine any split.

Dispute resolution: In the event a dispute arises among Salespersons regarding credit for a sale, Company management, in its sole direction, will evaluate the circumstances of the sale and assign the appropriate credit to a Salesperson or divide the credit among Salespersons.

10. Open Territories

Open territory: Upon following circumstances the Company may have and assign territory or territories:

- o There is an open position in the account team of a specific territory that carries incremental quota.
- o The assigned account manager to the specific territory is on a leave of absence.

- o Any other situation that has the Company's approval.

Assignment: Open Territories will be assigned on a case-to-case basis deemed by the Chief Executive Officer.

Compensation:

- o Booked Agreements in the open territory will be eligible for standard commission credit
- o Booked Agreements in the open territory will not be eligible for quota credit

11. President's Club & Achievers

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12. Chargeback

In the event that a Salesperson is provided a Booking Advance, but the Customer later cancels all or part of an Agreement before collection of revenue, the Salesperson's account will be subject to a Chargeback, by deducting the unearned Booking Advances against future Commissions. The Company also reserves the right to adjust any future Booking Advances, Recoverable Draw or Non-Recoverable Draw payments to reflect a Chargeback. In the event that the Salesperson's employment terminates prior to the full recovery of a Chargeback from future commissions, such outstanding Chargeback will be recovered as an overpayment as set forth in Section 15.

13. Prohibition of Side Agreements

All terms and conditions of the Company's relationship with the Customer shall be included in the Agreement. A Salesperson may not enter into any side agreements or contracts, letters of intent, verbal agreements or other tacit understandings with a Customer that are not included in the final version of the Agreement executed by the Customer and approved by the Company. Violation of this prohibition on side agreements may result in discipline, up to and including immediate termination, with or without prior notice.

14. Confidential and Proprietary Information/Non-Competition During Employment

Confidentiality: The Plan is confidential and proprietary.

Competition: During employment, Salesperson agrees not to promote the business, products or services of any other company or organization in competition with the Company and not to engage in any other outside business activity without the express written authorization of an Authorized Official. In addition, Salesperson acknowledges the restrictions on the use of Customer proprietary data.

15. Administration

Draws and Advances: The Company may in its sole discretion provide a Non-Recoverable or Recoverable Draw or other advance to Salespersons. If the Company chooses to do this, the Authorized Officials will document and authorize the arrangement. Once authorized, any Non-Recoverable or Recoverable draw or other advance will be paid at the agreed-upon intervals for the authorized period (but no later than March 15 of the year following the end of the calendar year in which the Company authorized such draw or advance). The Company reserves the right to modify or discontinue any authorized Non-Recoverable or Recoverable Draws or other advances.

Pay Days: The Company will pay earned Incentive Compensation, including Earned Commissions, in the final pay cycle of the payroll period following that in which it was earned. (In all events, earned Incentive Compensation, including Earned Commissions, will be paid no later than March 15 of the year following the end of the calendar year in which such payment was earned). Booking Advances, if any, are generally advanced within 30 days (2nd pay cycle of each month) after the close of the month in which the booking date for such sale occurred. (Notwithstanding the foregoing or anything in the Plan to the contrary, to the extent Booking Advances are advanced, they will be paid no later than March 15 of the year following the end of the calendar year in which the sale was Booked.)

Advance of Commissions: The Company may in its sole discretion advance commissions prior to the date upon which they are Earned. Booking Advances are subject to a chargeback if payment is not received within ninety (90) days of the booking date of the order, or 30 days after the payment term was due, whichever date is later. The Company may determine, in its sole discretion, that Booking Advances will no longer be available and Commissions will instead be paid when Earned in accordance with the timing of payment rules above for Earned Commissions.

Overpayment. The Salesperson acknowledges that in the event of an inadvertent overpayment, or in the event that commissions advanced to Employee exceed Earned Commissions as of the Salesperson's termination date, he or she will owe the overpaid amount as a debt to the Company, and will repay that debt by personal check or equivalent instrument. The Salesperson further acknowledges and understands that a failure to return the overpayment may result in legal action by the Company to recover the overpayment. In the event that the Salesperson is terminated and there is an overpayment balance, the Salesperson may elect to have the overpayment deducted from the Salesperson's final check, rather than repaying the debt by personal check. If the deduction from the final check is insufficient to cover the overpayment balance, the Salesperson will be responsible to pay back any remaining balance to the Company

by personal check or equivalent instrument. If Salesperson fails to repay the balance, Salesperson agrees that the Company may recover its reasonable attorneys' fees and costs incurred in recovering said debt from him or her.

Adjustment for Windfalls and Unforeseen Events: At the first indication of a sale that was not forecast or that unexpectedly and substantially exceeds the Salesperson's forecast (hereinafter referred to as a "windfall"), but no later than the end of the Plan Term, sales management, in its sole discretion, will evaluate whether an unreasonable commission will result to a Salesperson under the current compensation plan from the particular sale.

In order for a sale to not be considered a windfall, it must meet the following requirements:

1. It must be forecasted in the Company CRM system.
2. Size must be reasonably represented (within 60% of the final amount).
3. It must be specified as a channel or channel originated sale if a partner is involved.
4. A sale of \$400,000 or less will not be considered a windfall.

If a sale is considered a windfall, sales management will communicate with the Salesperson about making, and may thereafter make, an equitable adjustment to the commission. Such an equitable adjustment will be made no later than 30 days after the end of the Plan Term. If in sales management's discretion a change to the sales employee's individual compensation plan is warranted to avoid this or additional windfall events, a new compensation plan will be issued. In no event will such an adjustment be made after the commission is Earned, as defined above.

16. Modification

Modification: The Company reserves the right to amend, supersede or terminate the Plan, in whole or in part, at any time as it deems fit in its sole discretion, with or without prior notice. Any change shall be prospective in application and shall not cause a forfeiture of already earned Incentive Compensation.

17. At-Will Employment

The Plan does not alter the at-will status of a Salesperson's relationship with the Company or guarantee continued employment or employment for a specified term or period. A Salesperson or the Company may terminate employment at any time, with or without cause or prior notice. This at-will employment relationship cannot be changed except in a writing by the CEO.

18. Integration, Governing Law and Severability

The Plan, including Exhibit A, forms the complete and exclusive statement of the subject matter of sales incentive compensation. The terms in the Plan supersede any other agreements or promises made to any Salesperson by anyone, whether written or oral, regarding sales incentive compensation. The Plan will be governed by the laws of the State of California (with the exception of its conflict of laws provisions). The invalidity or unenforceability of any provision or provisions of this Plan will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

19. Arbitration of Disputes

As set forth in the Confidentiality and Arbitration Agreement executed by Salesperson, Salesperson and the Company agree to submit to mandatory and binding arbitration any and all claims relating to Salesperson's employment, including but not limited to claims arising out of or relating to this Plan.

20. Section 409A

It is intended that any Incentive Compensation and other payments and benefits under this Plan will be exempt from the requirements of Section 409A of the U.S. Internal Revenue Code of 1986, as amended and the regulations and guidance issued thereunder and any applicable state law equivalent (collectively, "Section 409A"), pursuant to the "short-term deferral" exception under Section 409A, and any ambiguities and/or ambiguous terms under the Plan will be interpreted to comply with the requirements of such exception or to otherwise comply with the requirements of Section 409A. Each payment, installment and benefit under this Plan is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. The Company may, in good faith and without the consent of any Plan participant, make any amendments to this Plan and take such reasonable actions which it deems necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to any participant. By executing this Plan and/or Exhibit A, each Salesperson acknowledges that the Company cannot and has not guaranteed that the IRS will determine that the Plan benefits are not deferred compensation within the meaning of Section 409A. Each Salesperson agrees that if the Internal Revenue Service ("IRS") determines that the Plan benefits are deferred compensation, the Salesperson shall be solely responsible for the Salesperson's costs related to such a determination, if any.

ACKNOWLEDGMENT

I acknowledge that I have read, understand, and agree to this FY 2025 SALES COMPENSATION PLAN.

Dated: _____

Employee Signature

Employee Name

Exhibit A

FlowFuse Sales Compensation Plan FY 2025

Sales Representative (FSR)

1. Effective Date

This Plan is effective _____ through _____ and is subject to the terms and conditions in the “FlowFuse FY 2025 Sales Compensation Plan”.

2. Job Title/Role

The Salesperson holds the job title/role of: Sales Representative

3. Authorized Sales/Territory

The Salesperson will be authorized to sell to any customer with an Annual Contract Value in excess of \$5,000 per year. The Salesperson recognizes that the Territory will be redistributed when additional Salespersons join the Company.

4. Authorized Accounts

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5. Authorized Products and Services

Salesperson is authorized to sell the following products and/or services, unless otherwise authorized by Salesperson’s manager:

- FlowFuse Product Licenses
- Professional Services

6. Quota Credit

Except as otherwise stated herein, quota credit will be based on the Incremental Annual Contract Value for the authorized territory or authorized Accounts.

7. Credit For Partner Bookings

Bookings completed through partners will receive a 20% uplift in the value of the deal for commission purposes. For example, a \$100,000 booking sold through a partner where the partner receives a 30% margin, the net value to FlowFuse would be \$70,000. The deal would get a 20% uplift for commission credit purposes, the net deal amount for commission purposes would be 84,000.

8. Commission and Quota Credit

Transaction Type	Base Rate	Accelerated Rate
All FlowFuse License Transactions		

Notes: Commissions will be paid on multi-year deals at the base rate according to the multi-year guidelines in sections 10 & 11.

9. Quota

New Incremental Annual Contract Value Quota of \$ for Q1 2025 through Q4 2025 assigned quarterly as follows:

Q1 \$ _____

Q2 \$ _____

Q3 \$ _____

Q4 \$ _____

10. Multi-year Bookings

For multi-year bookings that are paid in advance (i.e NET30 or agreed on payment terms for the full multi-year term), the Salesperson will receive 100% commission credit for the calculated value of the booking.

11. Multi-year Bookings with Committed Annual Payments

When a multi-year order is booked which includes non-cancellable annual payment terms, the Sales Representative will be paid a Booking Advance and quota and commission credit on the schedule noted below:

Value Calculation of Orders with Annual Payments

Year	Percentage of Order Commissionable	Quota Credit
First year's committed payment	100%	100%

Year 2 value, with committed payment	50%	0%
Year 3 value, with committed payment	25%	0%

Multi-Year Payment Example:

A \$300,000 booking with annual payments due equally at signing at year 1, 2 and 3 from signing would be paid commissions and receive quota credit as if it is \$175,000 deal:

3 Year Booking for \$300,000 Paid Annually in 3 Equal Payments	Calculation	Commission and Quota Amount
At Signing, Year 1:	\$100,000 X 100% =	\$100,000
Year 2:	\$100,000 X 50% =	\$50,000
Year 3:	\$100,000 X 25% =	\$25,000
Total Commissionable Value		\$175,000
Total Quota Credit		\$175,000

12. Accelerated Commissions

Once Salesperson has achieved 100% of annual quota assignment, the Salesperson will be eligible for commissions at the accelerated rate as identified in the table outlined in section 8 for the remainder of the year.

13. Annual Quota Bonus

Once Salesperson has sold in excess of the assigned annual quota per section 9, Salesperson will be eligible for a bonus of \$10,000.

14. 200% Attainment Bonus

Salesperson will receive 2 percentage points additional commission on all bookings for the year retroactive to [Month 2 of the quota] upon achieving 200% of the assigned annual quota.

15. Modifications

Except as set forth above, the CEO must approve any changes to the terms of this Exhibit in writing. By his or her signature below, the Employee recognizes and agrees that no compensation shall be considered earned until and unless all terms and conditions have been met and all calculations have been completed.