

APPSUMO

Radar Promotion Agreement



AppSumo Radar Promotion Agreement

AppSumo: Sumo Group, Inc., a Delaware corporation ("AppSumo", "we", "us")

Partner ("Partner", "you")

AppSumo and Partner may each be referred to as a "Party" and together as the "Parties."

This AppSumo Radar Promotion Agreement ("Agreement") governs the listing and promotion of Partner's product(s) on AppSumo's Radar discovery tier of the marketplace. Order of precedence (if there's a conflict): (1) this Agreement, (2) [Partner Terms](#), then (3) [Terms of Use](#).

If you accept on behalf of an organization, you represent that you have full authority to bind that organization. If there's ever a conflict, this Agreement overrides everything else.

For the avoidance of doubt, this Agreement is a "Promotion Agreement" as that term is used in the Partner Terms. All references in the Partner Terms to an "applicable Promotion Agreement" apply to this Agreement when Partner's Product is listed on Radar.

1. Listing Structure

What's included in the listing, how plan tiers are configured, and how long AppSumo Customers (as defined in the Partner Terms) receive access.

1.1 Product Information

Partner will provide Product information through the AppSumo Partner Portal as part of the Partner Portal Configuration, including the product name (the "Product"), product website URL, redemption type (licensing or codes), and the URL of any Product-specific terms and conditions that apply to AppSumo Customers who purchase or redeem the Product through AppSumo. Partner is responsible for ensuring this information is accurate, current, and complete.

1.2 Plan Tiers and Features

Partner will configure the Product's plan tiers, prices, feature inclusions, and Plan Tier descriptions through the AppSumo Partner Portal ("Partner Portal Configuration"). The Partner Portal Configuration is incorporated into this Agreement by reference and forms part of the listing terms upon Partner's submission.

Partner is responsible for ensuring that the Partner Portal Configuration is accurate and complete and reflects the Product as it will be delivered to AppSumo Customers. If Partner discontinues or materially changes the underlying Partner-Branded Plan corresponding to any AppSumo Plan Tier configured in the Partner Portal, Partner will provide AppSumo Customers with the plan that AppSumo reasonably determines is the closest equivalent.

References in this Agreement to "Plan Tiers," "Base Plan Tiers," or "the Table" mean the Plan Tiers as configured in the Partner Portal Configuration.

1.3 Campaign Length. "Campaign Length" means the minimum period during which the Product will be listed and available for purchase on AppSumo's Radar discovery surface, beginning on the Campaign launch date. **The Campaign Length for Radar listings is ninety (90) days.**

The Campaign will remain active for at least the Campaign Length. Once the Campaign Length has been met, Partner may request to end the listing at any time with a written request. Requests to end a Radar listing require a minimum of 14 days advanced notice.

AppSumo may, at its sole discretion and with or without notice, continue to list the Product on Radar beyond the Campaign Length until either Party requests termination under this Section.

1.4 Deal Term. "Deal Term" means, for each AppSumo Customer, the period during which Partner must provide access to, and support for, the Product in accordance with the Plan Tier purchased, as set forth in the Partner Portal Configuration. The Deal Term begins on the date the AppSumo Customer redeems the Product.

1.5 Partner will make the Product available to AppSumo Customers in accordance with the features and limits configured in the Partner Portal Configuration for each AppSumo Plan Tier.

2. Revenue Share and Getting Paid

How revenue is calculated, what is payable, and when payouts occur.

2.1 Payment timing (Net 60). Provided Partner has completed payment setup, submitted any required tax forms, and satisfied any applicable compliance or payment processor requirements, AppSumo will initiate Revenue Share payments on a Net-60 day basis during the first payment cycle following the applicable Net-60 period, net of refunds, chargebacks, discounts, offsets, and other amounts recoverable from Partner under this Agreement or the Partner Terms.

Sales Month	Payment Month		Sales Month	Payment Month
Jan	Apr		July	Oct
Feb	May		Aug	Nov
Mar	Jun		Sep	Dec
Apr	Jul		Oct	Jan
May	Aug		Nov	Feb
June	Sep		Dec	Mar

2.2 Limited Collection Agent. The limited collection agent provisions in the Partner Terms apply to all transactions under this Agreement.

2.3 Revenue Share

2.3.1 Partner Promotion Link Revenue Share. For Net Revenue generated from AppSumo Customers who arrive at the Marketplace through Partner's Promotion Link, Partner's Revenue Share is ninety percent (90%). AppSumo will provide Partner with a Promotion Link through the Partner Portal and will record attributed traffic for purposes of this Section.

2.3.2 AppSumo Promotion Based Revenue Share. For all other Net Revenue generated from sales of the Product on the AppSumo Marketplace, Partner's Revenue Share is calculated on a tiered basis according to the Revenue Share Table below, with each portion of Net Revenue subject to the percentage shown for the applicable Net Revenue range.

Net Revenue Range (Min)	Net Revenue Range (Max)	Partner Revenue Percentage
\$0	\$50,000	25%
\$50,000.01	\$100,000	30%
\$100,000.01	\$200,000	40%
\$200,000.01+		50%

2.4 Calculation Definitions.

2.4.1 "Net Revenue" means the amounts actually received by AppSumo from sales of the Product, less refunds, returns, chargebacks, discounts, taxes, payment processing fees, merchant fees, and similar transaction costs incurred by AppSumo.

2.4.2 Refunds and adjustments. Partner will not be paid for refunded transactions. AppSumo generally offers AppSumo Customers a 60-day money-back guarantee unless otherwise stated for a category or Product. After the refund window, AppSumo may issue refunds, store credits, account credits, substitute value, replacement access, or other customer remediation due to Partner's violation of this Agreement, the Partner Terms, AppSumo's Terms of Use, or any customer-facing obligation, and may recover such amounts from Partner as provided in the Partner Terms.

3. AppSumo Responsibilities

How AppSumo lists, promotes, and supports the Radar listing.

3.1 Listing

3.1.1 Review and approval. AppSumo has final approval over whether to list the Product on Radar, and may decline a submission in its discretion.

3.1.2 Scheduling and launch management. AppSumo will provide an intended launch date and pre-launch tasks/deadlines. If Partner misses deadlines, AppSumo may delay the launch or terminate this Agreement.

3.2 Promotional Commitment

3.2.1 Discovery placement. AppSumo will list the Product on AppSumo's Radar discovery surface for at least the Campaign Length.

3.2.2 No committed promotional events. Radar listings are not entitled to dedicated promotional events or featured placements offered to Select or Launchpad tier partners unless expressly agreed in writing.

3.2.3 Discretionary promotion. AppSumo may, at its sole discretion, include the Product in promotional activities available to Radar listings. These promotional activities do not create any committed promotional obligation and may be modified or discontinued at any time without notice to Partner.

3.2.4 Tier promotion. If AppSumo elects to promote the Product to Launchpad or Select tier during the term, the parties will enter into a separate Promotion Agreement governing the promoted listing, and this Agreement will terminate as set forth in Section 6.4.

3.2.5 Post-Campaign visibility. After the Campaign Length expires, the Product's listing page(s) may remain visible on the Marketplace at AppSumo's discretion.

4. Partner Responsibilities

Your obligations to deliver, support, and maintain the Product for customers.

4.1 Launch readiness and support. Partner will (a) ensure the Product functions as described in the Partner Portal Configuration and the Product Listing; (b) ensure support is staffed and ready starting on the intended launch date; and (c) provide accurate and complete materials used to market the Product, including text, images, videos, and brand assets ("Promotional Materials"). Partner grants AppSumo a worldwide, royalty-free license to use the Promotional Materials to list, promote, and sell the Product on the Marketplace. Partner is solely responsible for the accuracy and legality of all Promotional Materials and Product descriptions it provides.

4.2 Deliver the Product as Sold. Partner must provide AppSumo Customers with the Product exactly as described in this Radar Promotion Agreement, the Partner Portal Configuration, and the Product Listing. Partner may not remove, materially limit, or degrade any included features, capacities, or functionality.

4.2.1 Non-consequential Product Changes. Partner may not be held in breach of this term if changes to the Product (i) apply to all users and are not exclusive to AppSumo deal purchases; (ii) do not materially reduce the output or value of the Product as promoted; and (iii) are properly communicated to AppSumo.

4.3 Updates. Each AppSumo Plan Tier includes all future updates made to the corresponding Partner-branded plan. If a corresponding plan is discontinued, Partner will provide the nearest equivalent plan (as reasonably determined by AppSumo).

4.3.1 AI Feature Limitation. New artificial intelligence models, usage-based AI features, or compute-intensive services introduced after the Campaign may be excluded from AppSumo Plan Tiers unless expressly included in the Partner Portal Configuration. Partner may make such features available separately on a paid or usage-based basis, provided core Product functionality remains available to AppSumo Customers for the full Deal Term.

4.4 No Charges for Included Features. Partner must not charge AppSumo Customers any additional amounts for access to, use of, or support for the Product features, functionality, usage limits, or services expressly included in the applicable AppSumo Plan Tier or Product Listing during the Deal Term.

4.5 Non-Competing Distribution. While the Product is actively listed on AppSumo's Radar discovery surface during the Campaign Length, Partner will not promote or sell a lifetime deal version of the Product on third-party deal sites or groups, including StackCommerce, Dealify, PitchGround, DealFuel, Greedeals, SiftedDeals, SaaS Mantra, Invanto, OneTool, JVZoo, MightyDeals, Lifetime Tech Deals (Facebook Groups), and similar platforms. For the avoidance of doubt, distribution through Partner's Attribution Link is permitted at all times during the Campaign Length and any extension of the listing. Upon expiration or termination of the Campaign Length, no further restrictions on Partner's distribution channels apply under this Agreement.

4.6 Requested Information. Partner must promptly provide AppSumo with any information or documentation reasonably requested to evaluate the Product, confirm its continued availability, or verify Partner's compliance with this Agreement. AppSumo may rely on information provided by Partner or obtained independently, including background checks, in determining whether to continue listing the Product.

4.7 Intellectual Property. Partner represents and warrants that the Product and all associated software, technology, intellectual property, and related documentation do not incorporate or use any third-party intellectual property, proprietary code, or licensed materials for which Partner does not hold the necessary ownership rights or a valid and enforceable license granting the rights contemplated by this Agreement. Partner is solely responsible for compliance with all applicable intellectual property laws and will indemnify AppSumo against losses arising from a breach of this representation.

Partner acknowledges that the obligations in this Section 4 are customer-facing obligations for purposes of the Partner Terms.

5. Agreement Structure and Legal Mechanics

What happens if this agreement is breached, and how this agreement fits into the broader AppSumo legal framework.

5.1 Incorporated Terms; Order of Precedence. The Partner Terms and Terms of Use are incorporated into this Agreement by reference. Capitalized terms not defined in this Agreement have the meanings given to them in the Partner Terms or Terms of Use, as applicable. If there is a conflict between this Agreement and the Partner Terms, this Radar Promotion Agreement controls with respect to the listing covered by this Agreement.

5.2 Deal-Specific Severe Breach Sections. For purposes of the Partner Terms, the Severe Breach Sections of this Agreement are:

- (a) Section 4.2 (Deliver the Product as Sold);
- (b) Section 4.3 (Updates), but only with respect to the obligation to provide future updates to the AppSumo Plan Tier; and
- (c) Section 4.4 (No Charges for Included Features).

The remedies, limitations, exclusions, customer remediation provisions, and dispute resolution provisions in the Partner Terms apply to any breach of this Agreement.

5.3 Entire Agreement; Amendments; Counterparts. This Agreement is the entire agreement for the Radar listing covered by this Agreement and supersedes prior discussions regarding the listing. This Agreement may not be changed, amended, or modified except in a writing signed by authorized representatives of both Parties. Acceptance through the Partner Portal has the same legal effect as a signed original.

6. Term and Termination

When this agreement starts, when it ends, and what happens if it ends early.

6.1 Term and Termination. Either AppSumo or Partner may terminate this Agreement if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. AppSumo may terminate this Agreement, or any related Promotion Agreement, at any time and for any reason, with or without cause.

6.2 Effect of termination. Termination does not relieve Partner of obligations owed to AppSumo or AppSumo Customers for purchases made before termination, including ongoing access, support, updates, warranties, Customer Data export, and other customer-facing obligations required by the Partner Portal Configuration, this Agreement, or the Partner Terms. Termination also does not relieve AppSumo of its obligation to pay Revenue Share earned before termination, subject to the payment terms, deductions, offsets, remedies, and other rights set forth in this Agreement and the Partner Terms.

6.3 Survival. Any provision that by its nature should survive termination or expiration will survive. Without limiting the foregoing, the following Sections survive termination or expiration of this Agreement: 1.4, 1.5, 2.1, 2.2, 2.3, 2.4, 4.1, 4.2, 4.3, 4.3.1, 4.4, 4.5, 4.6, 4.7, 5.1, 5.2, 5.3, 6.2, this Section 6.3, 6.4, and sections of the Partner Terms designated therein.

6.4 Tier Promotion. If AppSumo elects to promote the Product to Launchpad or Select tier, AppSumo will provide Partner with a Promotion Agreement governing the promoted listing. Upon execution of the new Promotion Agreement by both Parties, this Radar Promotion Agreement will terminate with respect to the Product, and the new Promotion Agreement will govern the promoted listing going forward.

Termination of this Agreement under this Section 6.4 does not affect Partner's obligations under the Partner Terms or under this Agreement with respect to AppSumo Customer entitlements earned during the Radar listing period.