



ZOOVU REFERRAL PARTNER AGREEMENT

This Zoovu Referral Partner Agreement (“**Agreement**”) is entered into as of Date (“**Effective Date**”) by and between Zoovu (USA), Inc., with its registered office at 855 Boylston Street Suite 1000 (floor 10), Boston, MA 02116 (“**Zoovu**”) and the company listed in the Zoovu Referral Agreement Schedule (“**Partner**”) (Partner and Zoovu are hereinafter separately referred to as “**Party**” and jointly as “**Parties**”).

WHEREAS, Zoovu is the developer and owner of certain proprietary software solutions and services provided on a software-as-a-service (SaaS) basis (“**Subscription Services**”);

WHEREAS, Zoovu has developed the Zoovu Referral Partner Program that provides partners with certain benefits as set forth in this Agreement.

WHEREAS, Partner has access to potential clients who may benefit from the Subscription Services and wishes to participate in the Program on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS.

- 1.1. “**Net Revenue**” are the amounts billed and effectively collected by Zoovu under the Eligible Agreement(s), less any taxes, duties, costs of collection, any allowances or discounts, procurement or other expense reimbursements, and any other commissions paid by Zoovu.
- 1.2. “**Partner**” means the entity listed in the Zoovu Referral Agreement Schedule and accepting this Agreement;
- 1.3. “**Prospective Client**” shall mean any person that is not an existing Zoovu client or an active prospect as evidenced in Zoovu’s record of client relationship management on the Date of Referral;
- 1.4. “**Qualified Lead**” shall mean a Prospective Client that has been pre-qualified by Partner as having the need and necessary budget allocated for the Subscription Services;
- 1.5. “**Referred Client**” means the Prospective Client or Qualified Lead that has entered into an Eligible Agreement (as defined in Section 2.8) with Zoovu for the provision of the Subscription Services.
- 1.6. “**Zoovu Referral Agreement Schedule**” shall mean the document outlining the specific commercial terms, including but not limited to, referral fees, Partner details, and any additional conditions associated with the referral of new clients, if applicable. All terms detailed within this schedule is governed by the provisions set forth in this Agreement.

2. SCOPE OF REFERRAL.

- 2.1. Partner will refer Qualified Leads and Prospective Clients to Zoovu for Subscription Services and/or other commercial offerings in accordance with the terms and conditions of this Agreement.



- 2.2. Provided that the terms of this Agreement are met:
 - a) Partner shall be entitled to use the Zoovu Logo in accordance with Section 3.2;
 - b) Partner will be displayed in Zoovu online partner directory;
 - c) Zoovu may involve Partner, upon Partner's request, in relevant co-marketing activities.
- 2.3. The referral relationship is non-exclusive. Nothing in this Agreement will limit the right of Zoovu to establish, maintain or expand a sales force for sales directly to Prospective Clients, or contract with or utilize other partners or resellers, in any territory in the world at any time.
- 2.4. Zoovu may provide the Subscription Services to Qualified Leads and other Prospective Clients referred by Partner in its sole discretion and may suspend or terminate such agreement without any liability to Partner.
- 2.5. Partner agrees not to quote Zoovu prices, and to not offer any pricing discounts. Partner may not solicit or take orders for any Subscription Services and cannot represent or act on behalf of Zoovu and does not have the authority to bind Zoovu. Order solicitation and completion will be Zoovu's sole responsibility. If a Qualified Lead or a Prospective Client expresses an interest in entering into an order, Partner may forward the contact details to Zoovu. Zoovu will notify Partner of order acceptance.
- 2.6. Partner agrees to devote its best efforts to promote and market Subscription Services to Prospective Client(s) in a manner consistent with Zoovu good name and reputation. Partner will bear all expenses incurred through its exercise of rights or performance of obligations hereunder.
- 2.7. Partner shall not make: (a) any false or misleading representations about Zoovu or Subscription Services to Prospective Clients or others; or (b) any representations, warranties or guarantees with respect to Zoovu or to Subscription Services. Failing to fulfill the obligations set forth in this Section 2.6 shall constitute a material breach of this Agreement.
- 2.8. Unless otherwise agreed in the Zoovu Referral Agreement Schedule, Zoovu agrees to pay the Referral Fees as set out therein if (i) Zoovu was introduced to a Qualified Lead for the first time by the Partner in writing and (ii) the agreement between Zoovu and the Qualified Lead is concluded within twelve (12) months of the initial introduction by the Partner. Together, subsection (i) and (ii) constitute an ("**Eligible Agreement**"). Zoovu may, in its sole discretion, choose whether or not to enter into an agreement with a Qualified Lead.

3. GRANTS.

- 3.1. From Partner to Zoovu. During the Term of this Agreement, and subject to the obligations set forth herein, Partner hereby grants to Zoovu a non-exclusive, non-assignable, non-sublicensable, royalty-free, paid up, limited license to use and display Partner marks as necessary to perform Zoovu obligations under this Agreement. Partner shall provide Zoovu with the Partner marks in a standard generally accepted media format.
- 3.2. From Zoovu to Partner. During the Term of this Agreement, and subject to the obligations set forth herein, Zoovu hereby grants to Partner a non-exclusive right to market and promote the Subscription Services to Prospective Clients. Further, during the Term of this Agreement, and subject to the obligations set forth herein, Zoovu hereby grants to Partner a non-exclusive, non-assignable, non-sublicensable, royalty-free, paid up, limited



license to use and display Zoovu marks, including Zoovu logo solely as necessary to perform Partner's obligations under this Agreement. For the purpose of the Agreement Zoovu shall provide Partner with the Zoovu marks in a standard generally accepted media format.

4. REFERRAL FEES.

- 4.1. For Qualified Leads that become Referred Clients provided they enter into an Eligible Agreement, Partner shall receive the Referral Fee listed on the Zoovu Referral Agreement Schedule.
- 4.2. Zoovu will inform Partner the Net Revenue generated by the performance of each Eligible Agreement. Partner will issue an invoice to Zoovu that will meet Zoovu reasonable criteria. Zoovu will pay the Referral according to the payment terms agreed in the Zoovu Referral Agreement Schedule. Where invoices are not received and/or are not consistent with Zoovu's reports or do not meet Zoovu criteria, Zoovu will have the right to withhold any payments until a valid invoice is issued by Partner. Currency is US dollars and Zoovu will not be held liable for any fluctuation in currency. Payment shall be made via bank wire transfer to the bank account indicated by Partner. Any taxes, levies or fees arising from payment to the Partner shall be borne by the Partner.
- 4.3. Zoovu reserves the right to withhold any Referral Fee if the Referred Client fails to fulfill the terms of the Eligible Agreement.
- 4.4. Where no Net Revenue is effectively collected by Zoovu, Partner shall not be entitled to any amounts.

5. CONFIDENTIAL INFORMATION

- 5.1. Definition. "**Confidential Information**" means information disclosed by a party ("Discloser") to the other party ("Recipient") in connection with the use or provision of the Subscription Services and/or Support Services that is either marked as confidential or would reasonably be considered as confidential under the circumstances. Zoovu Confidential Information includes the terms of this Agreement and any security information about the Services. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated third party without restriction on disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.
- 5.2. Confidentiality. For the term of this Agreement and the two (2) years following its termination, the Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this Agreement, including to exercise the Recipient's rights and fulfill the Recipient's obligations under this Agreement; and (c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to affiliates, contractors, agents, and professional advisors who need to know it and have agreed in writing (or, in the case of professional advisors, are otherwise bound) to keep it confidential on terms comparable to those under this Section. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by law or legal process, but only after the Recipient, if permitted by law, uses reasonable efforts to notify the other party.
- 5.3. Destruction of Confidential Information. Upon the termination or expiration of this Agreement, each party will destroy all Confidential Information of the other party in its



possession or control within a reasonable amount of time in accordance with the Recipient's data destruction practices.

6. TERM AND TERMINATION

- 6.1. This Agreement shall be effective for a period of twelve (12) months ("**Initial Term**"). At the end of the Initial Term, this Agreement shall automatically renew for additional successive renewal periods equal to twelve (12) months (each, a "**Renewal Term**") unless either Party gives the other written notice of non-renewal not less than 30 days prior to the end of the then current term. The Initial Term and Renewal Terms shall be collectively referred to as the "**Term**".
- 6.2. Termination for convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party.
- 6.3. Termination for cause. A party may terminate this Agreement for cause: (a) upon seven (7) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.
- 6.4. Effect of Termination. Upon termination of this Agreement (i) all licenses granted hereunder to the other Party will immediately cease; (ii) each Party shall destroy or return to the other Party all Confidential Information; (iii) Partner shall immediately lose its status of a Zoovu Referral Partner, cease using any and all use of Zoovu mark(s) including, but not limited to, such use in advertising or business material of Partner, and cease all promotion and marketing of Subscription Services (iv) Partner shall not be entitled to claim Referral Fee(s) (except if accrued before the termination of this Agreement) or any compensation and (v) any remedies for breach of this Agreement shall survive any termination or expiration of this Agreement.
- 6.5. Surviving Obligations. The terms of this Agreement that would by their nature survive termination shall survive termination of this Agreement.

7. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any indirect, special, incidental, punitive, or consequential damages (including loss of profits, business, or data), arising out of or in connection with this Agreement, whether based on contract, tort, or any other legal theory, even if the Party has been advised of the possibility of such damages. Zoovu's total aggregate liability under this Agreement shall not exceed the amount of referral fees paid to the Partner in the twelve (12) months preceding the claim.

8. INDEMNIFICATION

Each party (the **Indemnifying Party**) agrees to indemnify, defend, and hold harmless the other party (the **Indemnified Party**), its affiliates, and their respective directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) any gross negligence, willful misconduct, or misrepresentation by the Indemnifying Party; (ii) any violation of applicable laws or regulations by the Indemnifying Party. Notwithstanding the foregoing, the Indemnified Party shall: (a) provide prompt written notice to the Indemnifying Party of any claim or action subject to indemnification under this Agreement; (b) allow the Indemnifying Party to control the defense and



settlement of such claim or action (provided that the Indemnifying Party does not settle any claim without the Indemnified Party's prior written consent if such settlement imposes a financial obligation or admission of fault on the Indemnified Party); and (c) reasonably cooperate with the Indemnifying Party in the defense of such claim.

9. EXCLUSION OF WARRANTIES

Zoovu makes no representations or warranties, express or implied, with respect to the Subscription Services. Partner acknowledges that any warranties relating to the Zoovu's Subscription Services shall be governed solely by the terms of the Eligible Agreement.

10. MISCELLANEOUS

10.1. Assignment. In the event of sale or transfer of Zoovu or parts thereof, or in case of a merger, consolidation or re-organization, Zoovu shall be entitled to assign or otherwise transfer its rights and obligations under this Agreement to a third party, including affiliates, without prior approval of Partner.

Partner shall not be entitled to assign the rights and obligations under this Agreement to a third party, including affiliates, without prior written agreement of Zoovu, which shall not be unreasonably withheld.

10.2. Public announcements. Neither Party may issue any press release or make any public announcement or marketing related communication to third parties discussing the Parties' relationship under this Agreement or the terms of this Agreement or referencing the other Party without obtaining the prior written approval of the other Party.

10.3. No statutory compensation: To the extent permissible by the applicable law, Partner hereby waives any statutory compensation, goodwill or otherwise, associated either for the achievement of Referred Clients to Zoovu or for damages related to termination.

10.4. Independent Parties. The Parties will at all times be independent parties and will present themselves to all other Parties as such. Nothing in this Agreement will be construed to make either Party an agent, employee, partner, franchisee, joint venture partner or legal representative of the other Party.

10.5. Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

10.6. Entire Agreement. This Agreement forms the complete agreement with respect to the subject matter hereof and supersedes all prior agreements or representations, written or oral, regarding said subject matter. This Agreement may not be modified and the rights and restrictions may not be altered except by written amendment signed by authorized representatives of both Parties. This written form requirement shall apply also to this clause.

10.7. Notices. Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either party): to Zoovu: legal@zoovu.com, to Partner: email address listed in the Zoovu Referral Agreement Schedule.

10.8. Governing Law. This Agreement shall be governed by the laws of Delaware. Each of the Parties submits to the jurisdiction of any court sitting in the State of Delaware in any action or proceeding arising out of or relating to this Agreement and agrees that all



claims in respect of the action or proceeding may be heard and determined in any such court.

10.9. No Waiver. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.