

Below is the Strategic Partner Agreement.

**Please complete two originals, complete one W-9 and scan them and send them
to JRAINONE@SCERIS.COM**

If in paper form, send to: SCERIS, Inc.

**ATTN: John Rainone
201 Boston Post Road West
Suite 102
Marlborough, Massachusetts 01752**

**One original agreement will be signed by an officer of SCERIS, Inc., scanned and
returned by email. (Hard Copy available on request)**

STRATEGIC PARTNER AGREEMENT

Referring Partner Name or ID # (if any): Thomas Metsa (210727)

This Agreement (the "Agreement") is made this _____ day of _____, 202_ (referred to as the "Effective Date") between ScerIS, Inc., a Massachusetts corporation having a principal place of business at 201 Boston Post Road West, Suite 102, Marlborough, MA 01752 (referred to as "SCERIS" and also referred to as "Party") and _____ a _____ corporation having a principal place of business at _____, _____ (referred to as "SP" and also referred to as "Party").

SCERIS and SP (referred to as the "Parties") are forming a relationship to cooperate in the development of the SCERIS business which may include any or all of the following activities: sale of SCERIS products and services, development of SCERIS distribution channels and placement of employees at ScerIS.

The Parties agree as follows:

1 DEFINITIONS:

- 1.1. Prospect: An individual or titled position within an Organization that either has authority to acquire SCERIS Products and/or Services, or is in a position to substantially influence others within the same Organization to acquire SCERIS Products and/or Services.
- 1.2. Organization: The Prospect's employer company.
- 1.3. Customer: An Organization that has entered into a sales agreement with SCERIS.
- 1.4. Value Added Reseller (VAR): A company that has entered into a licensed agreement to sell SCERIS software.
- 1.5. Original Equipment Manufacturer (OEM): A company that has entered into a licensed agreement to privately brand the SCERIS software for distribution.
- 1.6. Product: Systems, Services and Document Conversion Services.
- 1.7. Systems: SCERIS software, third-party software, hardware, professional services and support services, designed to satisfy the Customer's needs.
- 1.8. Sponsored Strategic Partner: An individual or company introduced to this program by SP that becomes a strategic partner of SCERIS.
- 1.9. Sponsored Strategic Sub-Partner: An individual or company introduced to this program by the Sponsored Strategic Partner that becomes a strategic partner of SCERIS.

2 **TERRITORY**: SP's rights under this Agreement are limited to the United States and Canada. SCERIS reserves the right to appoint other SPs, contractors, OEM contractors, resellers, distributors, value-added resellers, corporation contractors, employees and the like without restriction as to the number and location within this Territory.

3 **TERM**: The term ("Term") of this Agreement will commence on the Effective Date and will continue for one (1) year. This Agreement will be renewed automatically for additional one (1) year periods, unless terminated as defined in Section 12 (TERMINATION AND RESIDUAL RIGHTS UPON TERMINATION).

4 RESPONSIBILITIES OF THE PARTIES:

- 4.1. During the term of this Agreement and in accordance herewith, each Party agrees to use its commercially reasonable best efforts to support the other Party on applicable opportunities.
- 4.2. SP may identify and register Prospects with SCERIS and manage the sales process. SCERIS will provide technical and business process demonstrations, assist in system configurations and pricing the Product, package presentation proposals and prepare contracts for accepted proposals. All pricing and all pricing premiums and discounts are determined exclusively by SCERIS, and SCERIS reserves the right, at its sole discretion, to determine prices for Products. SCERIS reserves the right, at its sole discretion to determine if the Prospect or Prospect's employer represents a viable opportunity, and if not SCERIS may decline the opportunity to present SCERIS capabilities including any and all of the aforementioned activities including demonstrations, system configurations, pricing, proposal development and contract development.
- 4.3. SP may recruit and sponsor companies into the strategic partner program and may also introduce VARS and OEMs to SCERIS. SCERIS will be responsible for all contracting. SP will be compensated for sponsored strategic partner, VAR and OEM activity as described in this Agreement. SCERIS is responsible for evaluating any company introduced by the SP. SCERIS reserves the right, at its sole discretion to accept or reject any such sponsored company, VAR or OEM.
- 4.4. SP may recruit employees for published open positions at SCERIS, and for any placements will be compensated as described in this Agreement.
- 4.5. SCERIS reserves the right, at its sole discretion, to refuse the account of any Organization or Customer, or to discontinue dealing with any Customer if, in SCERIS's opinion, the Customer's credit or business practices are not satisfactory, or if proposed business requirements are not suitable for SCERIS' capabilities or resources.

- 4.6. SCERIS does not make any assurances that SP'S Prospects or Organizations will turn into contracts.
 - 4.7. SCERIS is responsible for delivering the Products represented by approved contracts and for billing the customer according to the terms of customer agreements. SCERIS does not guarantee that approved contracts will result in billings to the customer that would be the basis of revenue sharing and fees paid to the SP.
 - 4.8. SCERIS is responsible for calculating SP's compensation, updating the compensation calculation based on purchase adjustments made by the Customer during delivery of the Products and providing communication to the SP about such calculations.
 - 4.9. SCERIS's obligation hereunder to SP is to timely pay SP compensation according to the terms herein.
 - 4.10. The Parties will at all times avoid misleading or unethical business practices relating to their marketing and demonstration of the program and Product and comply with all laws and regulations applicable to the conduct of their respective businesses as they relate to the relationship created hereunder.
 - 4.11. The Parties agree to conduct business so as not to decrease the goodwill and reputation of the other Party, its products, services and trademarks. Neither Party will willfully undertake any action intended to impair or disrupt the other Party's relationship with its customers, end-users, licensees, resellers or other business relationships.
 - 4.12. SP shall complete a W-9 form.
 - 4.13. All activities conducted by SP under this Agreement shall be conducted according to Federal laws and according to State laws of the state(s) having jurisdiction, or if none, the Commonwealth of Massachusetts.
 - 4.14. All Account Registrations of the SP prior to this Agreement shall be governed by the terms of the agreement in place at the time of the acceptance of the registration by SCERIS.
- 5 SP PROHIBITIONS:** SP is specifically prohibited from:
- 5.1. Contacting independently any SCERIS Customer, Prospect, business partner, VAR or OEM of SCERIS that has been disclosed to the SP regarding products or services that compete with those offered by SCERIS,
 - 5.2. Warranting or guaranteeing the performance or results of any SCERIS product or service to any Prospect, Organization, business partner, VAR or OEM,
 - 5.3. Accepting cash, checks made out to SP or any other form of payment from the SCERIS Customer, business partner, VAR or OEM for SCERIS related transactions,
 - 5.4. Accepting gratuities, compensation or any gifts from any of SCERIS' Customers without specific prior written permission from SCERIS for each such gratuity, compensation or gift. The exception to this is the SCERIS Customer that was a customer of the SP prior to this Agreement, and such gratuities, compensation or any gifts from SCERIS Customers are unrelated to anything involving SCERIS's activity with the Customer, or the SP's activity with the Customer regarding SCERIS business,
 - 5.5. Paying gratuities, compensation or providing gifts to the Prospect or relatives of the Prospect without specific prior written permission from the Prospect's employer, unless such gifts are usual and customary (such as gifts to relatives or friends for holiday, birthday or anniversary gifts).
 - 5.6. Benefitting from a sale in which the SP has a conflict of interest or is employed by the Prospect, Organization or Customer, or is managing sales to vendors, employees or customers of its employer, without specific written permission from the SP's employer authorizing such activities and subsequent payments for compensation by SCERIS to the SP, which authorization is subject to verification by SCERIS,
 - 5.7. Using SCERIS stationery, letterhead or marketing material in any way for matters not related to SCERIS business, or in a manner that could in any way harm or bring disrepute to SCERIS. Such inappropriate use may cause irreparable harm to SCERIS and cause substantial damages, the amount of which could be exceedingly difficult or impossible to calculate.
- 6 COMPENSATION TO SP FOR COMPLETED SALES AND RECRUITING:** ScerIS and SP shall share the proceeds from System sales and Outsourcing and Hosting services to Customers secured by SP (General Revenue Sharing). SP compensation is calculated in accordance with the percentages in the table below. SP compensation is paid within 15 days following the date on which compensation to the SP becomes an obligation of SCERIS. Compensation for sales to any government department, agency or contractor is one-fifth of the percentages presented in the table below.

	Compensation % Sales Facilitation
SYSTEMS:	
1. ETCETERA Software – Standard Software License, Software Maintenance or Subscription (if installed on client infrastructure or on ScerIS Cloud – separate from SaaS pricing)	25%
2. Third Party Application Software (non SCERIS produced software)	5%
3. Professional Services and Support Services	10%
4. Hardware, Operating Systems, Databases, Firewalls, VPNs, Third Party Software Maintenance, Hardware Maintenance, Reimbursed Travel Expenses, Shipping and Sales Tax	EXCLUDED
5. Reimbursed Travel Expenses and Tax	EXCLUDED
OUTSOURCING SERVICES	
6. Document Conversion Services, Business Process Outsourcing, Print Services, Print Design Services	10%
HOSTING SERVICES	
7. MSaaS Hosted Offerings	25%
8. Hybrid and Private Hosting Services and Cloud Based File Storage (Infrastructure as a Service - exclusive of SCERIS Software, includes hosting services, operating system software subscription and Baas/DRaaS as applicable).	10%

- 6.1 The date of the Initial Contract between ScerIS and the Customer establishes the Initial Contract Date between ScerIS and the Customer for purposes of SP compensation calculations. The Initial Contract may be for a System, Outsourcing Services, Hosting Services or any combination thereof.
- 6.2 ScerIS and SP share revenue for invoices submitted by SCERIS to a Customer for two years after the Initial Contract Date that are subsequently paid by the Customer with good funds.
- 6.3 For Systems that require more than two years from the Initial Contract Date to complete, ScerIS and SP shall share revenue for invoices submitted to the Customer until the work for the initial System is completed and subsequently paid by the Customer. For System change orders received within two years of the Initial Contract Date, ScerIS and SP shall share revenue for invoices submitted by SCERIS to a Customer for two years after the Initial Contract Date that are subsequently paid by the Customer.
- 6.4 For placements made by SP with ScerIS as a strategic partner, the SP is paid a service fee equal to 20% (twenty percent) of the General Revenue Sharing compensation paid to SP's strategic partner placement(s) for Systems, Outsourcing and Hosted Services. ScerIS calculates compensation owed to SP's strategic partner placement(s) weekly and shall calculate and pay service fees to SP at the time that fees are paid to their strategic partner(s). A detail report shall be provided to the SP that describes the payment made to their strategic partner placement(s) and the calculation of their General Revenue Sharing service fee. SCERIS's payment to the SP's strategic partner placement(s) for Systems, Outsourcing and Hosted Services provides the basis, and only basis, on which SP's partner placement fees are determined. The SP's placement may become a ScerIS employee. If a placement converts from an independent relationship as a strategic partner to an employment relationship, or the candidate is hired directly into an employment relationship, ScerIS shall pay the SP 15% (fifteen percent) of the employee's wages, including commissions and bonuses paid to the employee, for two years following the start date of the employee, but shall not include any amounts paid to employees for service fees associated with recruiting strategic partners or sub-partners. The SP's recruiting fees for an employee placement shall be paid monthly, by the 20th day in the following month, based on the payment of wages to the employee in the prior month. A detail report shall be provided to the SP that describes the compensation paid to these employees and the calculation of the SP's recruiting fees.
- 6.5 The SP is paid a service fee equal to 10% (ten percent) of the General Revenue Sharing compensation paid to the strategic partner's sub-partners. Sub-partners are strategic partners placed by SP's strategic partner placement(s). ScerIS calculates compensation owed to sub-partner(s) weekly and shall calculate and pay service fees to SP at the time that fees are paid to their sub-partner(s). A detail report shall be provided to the SP that describes the payment made to sub-partner(s) and the calculation of the SP's service fee. SCERIS's payment to sub-partner(s) for Systems, Outsourcing and Hosted Services provides the basis, and only basis, on which SP's service fees for sub-partner activity are determined. The sub-partner may become a ScerIS employee. If a sub-partner converts from an independent relationship as a strategic partner to an employment relationship, the service fee to the SP shall be discontinued.
- 6.6 For companies recruited and placed by SP with ScerIS as an Original Equipment Manufacturer (OEM) or Value Added Reseller (VAR), the SP is paid a service fee equal to 5% (five percent) of the amounts paid by the OEM(s) and VAR(s) to ScerIS for Software, Professional Services, Outsourcing and Hosted Services with exclusions the same as the above table (lines 4 and 5). SCERIS's receipt of good funds payment from OEM(s) and VAR(s), offset by credits or returns, provides the basis, and only basis, on which SP's fees for activities with OEM(s) and VAR(s) are determined. Fees are not paid to the SP based on any fees paid by ScerIS to the OEM and/or VAR. Fees due to the SP shall be paid monthly, by the 20th day in the month following the month in which payment was received from the OEM/VAR. A detail report shall be provided to the SP that describes the payments received from the OEM/VAR.

- 6.7 The SP may place employees at ScerIS. For these placements ScerIS shall pay the SP 15% (fifteen percent) of monthly wages paid to the employee for two years following the start date of the employee. The SP's fees shall be paid monthly, by the 20th day in the following month, based exclusively on the payment of wages to the employee in the prior month. For purposes of this calculation wages shall include all base wages, overtime, commissions and bonuses and reflect compensation increases as calculated in the employee's wages but shall not include any amounts paid to employees for service fees associated with recruiting strategic partners or sub-partners. A detail report shall be provided to the SP that describes the compensation paid to these employees and the calculation of the SP's fees. Termination of the employee for any reason within the two-year period following the start date of the employee shall terminate ScerIS' obligation for payment of the recruiting fee, which is based solely on wages paid.
- 6.8 Fees paid to the SP are in US Dollars.
- 6.9 Fees paid to the SP are direct deposited in SP's U.S. bank account with a U.S. based bank. SP shall provide ScerIS with bank name, address, bank routing code and account number for payments for services described in this section.
- 6.10 SCERIS reserves the right to allow multiple registrations for the same Prospect and their employer organization, business partners, OEMs, VARs and direct employee hires. In the event SCERIS allows multiple registrations, SCERIS, in its sole discretion, shall determine how the Compensation amount will be divided among the registering parties.
- 7 **ACCOUNT, PARTNER, OEM, VAR AND CANDIDATE REGISTRATIONS:** SP will register each Prospect, prospective partner, OEM, VAR and Employment Candidate with SCERIS. SCERIS will evaluate the registration of the SP and accept or reject the registration.

The registration of Prospects that become inactive or decline to buy will immediately expire.

- 7.1 In the event that a Prospect is currently registered, SCERIS will evaluate the opportunity to include SP in the sales process and determine SP's further involvement, if any, with this Prospect. SP agrees to non-circumvent SCERIS with a competitor to SCERIS for Prospects that are previously registered at SCERIS.
- 7.2 To have a valid Registration, SP must complete and submit a SCERIS Qualified Introduction Form.
- 7.3 SP will be notified by SCERIS of accepted or rejected Registrations.

The registrations of a strategic partner sponsored by SP, and VAR and OEM candidates that decline to enter into an agreement will immediately terminate. If the partner, VAR or OEM subsequently enters into an agreement with ScerIS without introduction from another partner, ScerIS will recognize the original registration and compensate SP in accordance with Sections 6.4, 6.5 and 6.6. (COMPENSATION TO SP FOR strategic partner placements, sub-partner placements by strategic partner placements, and OEM and VAR PLACEMENTS) if this Agreement has not been previously terminated by either party. The registration of candidates for employment at ScerIS shall become inactive if not hired within one year of the registration.

- 8 **DISPUTES ABOUT PROSPECT REGISTRATIONS:** SCERIS reserves the right to make final decisions regarding disputes about registrations. SP agrees to accept SCERIS's decisions with an attitude of trust. SP may make one written appeal using SCERIS's Appeal Form and will not challenge the final decision in any manner, whether by arbitration or litigation or any other manner.
- 9 **NATURE OF THE RELATIONSHIP CREATED BY THIS AGREEMENT:** The Parties shall act as independent contractors and the employees of one shall not be deemed the employees of the other. Nothing contained in this Agreement shall be interpreted as constituting either Party as the agent of the other Party, as conferring upon either Party the power or authority to bind the other Party in any transaction with third parties or as creating a formal business organization of any kind. To comply with the Internal Revenue Code, SP is considered a direct seller and not to be treated as an employee of SCERIS for federal, state and local tax purposes. SCERIS will not withhold any monies for any federal, state or local tax authorities from amounts paid to SP pursuant to this Agreement, unless it is so instructed by any taxing authority, in which case such amounts may be withheld from SP'S compensation and paid directly to such authority. Payment of any such taxes is the sole responsibility of SP.

Except for issues required by federal or state law, SP shall be completely free from the will and control SCERIS. SP shall:

- 9.1 not be eligible for nor receive SCERIS paid insurance benefits, disability income, vacation pay, holiday pay, expense reimbursement, workers compensation, pension benefits and profit sharing benefits.
- 9.2 be solely responsible for all SP expenses including but not limited to travel, entertainment, office expense, telephone, educational expense, dues, subscriptions and licenses, and shall receive no reimbursement from SCERIS.
- 9.3 not be required to, and shall not incur, any expenses on behalf of SCERIS under this Agreement. Any expense incurred by SP shall be the sole responsibility of SP.
- 9.4 provide his/her/its own telephone, stationery, supplies, transportation, and all other facilities which SP may deem necessary.
- 9.5 not be required to:
- 9.5.1 Submit to detailed SCERIS direction
 - 9.5.2 Follow up and report on business leads
 - 9.5.3 Keep appointments with Prospects arranged by SCERIS
 - 9.5.4 Attend SCERIS-sponsored training sessions
 - 9.5.5 Produce a minimum "quota"
 - 9.5.6 Attend regularly scheduled sales meeting
 - 9.5.7 Purchase any items such as memorandums, brochures or other materials

10 INDEMNIFICATION:

- 10.1 SP agrees to indemnify and hold harmless SCERIS for any claims, liabilities, damages or causes of action, known or unknown, accruing from any source as the result of SP's activities.
 - 10.1.1 SP agrees to indemnify and hold harmless SCERIS for any legal or other expenses reasonably incurred by SCERIS insofar as losses, claims, damages, expenses, liabilities or actions arise out of, or are based upon any action or asserted failure or negligence of SP to comply with any federal, state or local laws.
 - 10.1.2 SP agrees to indemnify SCERIS and hold it harmless from all claims or fines which may be asserted against SCERIS by a tax authority because SCERIS has not withheld monies from SP. SP also agrees to indemnify SCERIS for non-payment or under-payment of such taxes by SP.
 - 10.1.3 SP agrees to immediately notify SCERIS, in writing, upon receipt of any action where indemnity may be sought against SCERIS.
 - 10.1.4 SP shall have the right to employ separate counsel in any such action and participate in the defense thereof but the fees and expenses of such counsel shall not be the responsibility of SCERIS.
- 102 SCERIS agrees to indemnify and hold harmless SP for any claims, liabilities, damages or causes of action, known or unknown, accruing from any source as the result of SCERIS's activities.
 - 10.2.1 SCERIS agrees to indemnify and hold harmless SP for any legal or other expenses reasonably incurred by the SP insofar as losses, claims, damages, expenses, liabilities or actions arise out of, or are based upon any action or asserted failure or negligence of SCERIS to comply with any federal, state or local laws.
 - 10.2.2 SCERIS agrees to immediately notify SP, in writing, upon receipt of any action where indemnity may be sought against SP.
 - 10.2.3 SCERIS shall have the right to employ separate counsel in any such action and participate in the defense thereof but the fees and expenses of such counsel shall not be the responsibility of the SP. The SP shall not be liable to indemnify any person for any settlement of any such action effected without consent of SP

11 CONFIDENTIALITY, NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION:

- 11.1 This Agreement is a confidential document and there may be confidential information disclosed to the SP from time to time, and the SP may have access to, confidential and/or proprietary information belonging to ScerIS or to its subsidiaries, affiliates, customers, clients, business contractors and SPs, employees or independent contractors, and such information may be related to these parties' respective services and products, customers, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information, customer and supplier contracts and needs, sales lists, customer lists, prospective customer names or lists, sources of supply, technology, software, computer programs and other documentation, computer systems, inventions, developments, trade secrets of every kind and character, information designated by any of these parties as being proprietary or confidential and all other information that might reasonably be deemed confidential ("Confidential Information"). The obligation of confidentiality under this Agreement shall not apply to information which is already known by SP or is publicly available at the time of disclosure; is disclosed to SP by a third party who is not in breach of any obligation of confidentiality; becomes publicly available after disclosure through no act of recipient; or is independently developed by SP without reference and by individuals who did not directly or indirectly receive any confidential information or other information that was disclosed in confidence to any third party.
- 11.2 SP agrees that it will release confidential information only to an employee who has need of such information. The term "employee" may include any consultant or any person not in a master-servant relationship with the SP, who is, however, under a written agreement binding himself to the confidentiality provisions set forth herein.
- 11.3 If the SP receives notice indicating that it may or shall be legally compelled to disclose any confidential information, it shall provide SCERIS with prompt notice so that SCERIS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained for whatever reason, or SCERIS waives compliance with the provisions of this Agreement, then the SP shall furnish only that portion of the information in respect of which it is advised by written opinion of counsel that it is required to disclose.
- 11.4 SP hereto agrees that it will not offer products that compete with the Products of ScerIS, either directly or indirectly.
- 11.5 SP hereto also agrees that failure to comply with the provisions of this Article may cause irreparable harm to the affected party or SCERIS, and accordingly agrees that any court having jurisdiction may enter a preliminary and/or permanent restraining order, injunction or order of specific performance in the event of actual or threatened breach of any provisions of this Article.
- 11.6 Upon termination of the Agreement between SP and SCERIS for any reason, SP will deliver to SCERIS all Confidential Information, records, notes, and memoranda or any nature, in its possession or control, which is the property of SCERIS.
- 11.7 During the term of this Agreement and for three (3) years thereafter, SP will not in any way, directly or indirectly, solicit, divert, take away or attempt to solicit, divert or take away any business accounts, staff (including but not limited to technical, permanent or temporary personnel), trade, business or goodwill from SCERIS nor will SP otherwise compete or attempt to compete for said accounts or personnel which SP serviced and/or became known to SP through affiliation with SCERIS, and SP agrees not to influence or attempt to influence any of SCERIS's customers or technical, permanent or temporary personnel or independent contractors or any entity not to do business with SCERIS.
- 11.8 Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of three years from the termination of this Agreement.

12 TERMINATION AND RESIDUAL RIGHTS UPON TERMINATION: Both Parties acknowledge and agree that this Agreement is entered into on an "at-will" basis and can be terminated at any time without cause by either Party.

- 12.1 This Agreement can be terminated for cause by SCERIS for any action or asserted failure or negligence of SP to comply with any federal, state or local laws or for actions that the SP is specifically prohibited from performing as per Section 5 (SP PROHIBITIONS). Such termination shall become effective immediately. The termination of this Agreement for cause shall void

- the liability of SCERIS to the SP for compensation or other monies that become due and owing prior to or after the effective date of such termination.
- 122 Termination of this Agreement for reasons other than cause shall not void the liability of SCERIS to the SP for Customers with contracts with SCERIS completed prior to the termination date. For such Customers, SCERIS shall make the compensation calculations and pay compensation as described in Section 6.0 (COMPENSATION TO SP FOR SALES) which shall survive the termination date. Sales activity with a prospect that has not resulted in an accepted order at the time of termination is not subject to the payment of compensation. SCERIS agrees in good faith not to terminate this Agreement for the purpose of avoiding payment of compensation. Such termination will become effective within Ten (10) days of a written notice of an intention to terminate this Agreement. The SP shall submit a final report within 14 days after termination of this Agreement describing the status for each of the SP's active prospects and accounts within SP's list of registered accounts.
- 123 Termination of this Agreement for reasons other than cause shall not void the liability of SCERIS to the SP for fees associated with strategic partners, OEMs, VARs and employees placed with ScerIS prior to the termination date. SCERIS shall make the compensation calculations and pay compensation as described in Sections 6.4, 6.5, 6.6, 6.7, and 6.8 (Compensation to SP for Sponsored Strategic Partner placement revenue sharing, Sponsored Strategic Sub-Partner revenue sharing, OEM and VAR placement purchases and employee placements) which shall survive the termination date. Recruiting activity with prospects for strategic partner, OEM or VAR arrangements or employment candidates that have not resulted in a completed transaction at the time of termination is not subject to the payment of compensation. SCERIS agrees in good faith not to terminate this Agreement for the purpose of avoiding payment of compensation. Such termination will become effective within Ten (10) days of a written notice of an intention to terminate this Agreement. The SP shall submit a final report within 14 days after termination of this Agreement describing the status for each of the SP's registrations of active prospects for business partner, OEM, VAR and employment candidates.
- 124 Except as otherwise provided in this Agreement, upon termination of this Agreement, neither party shall be liable to the other by reason thereof either for compensation or damages of any kind or character whatsoever, whether on account of the loss by either party of present or prospective profits or compensation on sales, or expenditures, investments, or commitments made in connection therewith, or in connection with the establishment, development, or maintenance of the business of the other.
- 13 **LIMITATIONS OF LIABILITY:** For any claim SP brings against SCERIS, SCERIS's liability shall not exceed the lesser of (i) SP's actual damages caused by the breach; or (ii) the calculation of compensation as described in Section 6 (COMPENSATION TO SP) for an individual transaction. IN NO EVENT SHALL SCERIS BE LIABLE TO SP OR THIRD PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, EVEN IF SCERIS HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.
- 14 **GENERAL TERMS:**
- 14.1 Publicity. Either Party desiring to issue a news release, public announcement, advertisement, or other form of publicity concerning his efforts in connection with this Agreement shall give full consideration to the role and contributions of the other Party and shall obtain the prior written approval of the other Party.
- 14.2 Use of SCERIS Brands: Use of SCERIS brands, trademarks and other proprietary property by the SP shall be limited to guidelines published by SCERIS which may be updated by SCERIS at any time and without notice.
- 14.3 Entire Contract. This Agreement (including subsequent attachments and amendments) contains the entire agreement between the Parties and replaces all prior oral or written proposals, contracts, agreements, representations and communications between the Parties with respect to the subject matter of this Agreement. All information furnished as a part of this Agreement, including this Agreement, represents confidential information.
- 14.4 Amendments. This Agreement may be modified by ScerIS provided that the amendment or modification is made with all Strategic Business Partner Agreements. Otherwise, no amendment or modification of this Agreement shall be made except by an instrument in writing signed by both parties and clearly marked as amendment or modification.
- 14.5 No Prior Restrictions. The SP represents that he has no contractual or other restriction(s) prohibiting the SP from entering into this Agreement, and therefore will hold SCERIS harmless from any and all suits and claims arising out of any such prior restrictions.
- 14.6 Governing Law. This contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts (Commonwealth), excluding the Commonwealth's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts, excluding the Commonwealth's choice-of-law principles. In any legal action relating to this Agreement, both parties agree to the exclusive jurisdiction over it by a state or federal court in Boston, Massachusetts, USA.
- 14.7 Disputes: Any dispute, controversy or claim (hereinafter "disputes") arising from or relating to this Agreement or any breach or threatened breach thereof shall be resolved by following an escalation procedure. The Parties shall attempt to resolve any disputes as to the interpretation of this contract or as to the performance of either party hereunder. If they cannot resolve such dispute within thirty (30) calendar days, they shall refer the matter to the parties' respective chief executive official, who shall attempt to resolve the dispute. SP agrees that it has no recourse for decisions reached by SCERIS about compensation splits as identified in Section 6.10 and the effect those splits have on SP's compensation or disputes about prospect registrations as identified in Section 7 (ACCOUNT REGISTRATION). In any action or proceeding between the Parties, or brought to enforce the terms of this Agreement, the prevailing party in such action or proceeding shall NOT be entitled to recover its attorneys' fees and court costs.
- 14.8 Severability. If any provision of this Agreement shall be held to be unenforceable, such holding shall not affect the enforceability of any other provisions hereof.

- 14.9 Notices. All notices or other communications hereunder shall be in writing, sent by air or express mail, and shall be deemed given if (i) delivered or mailed by registered United States air mail, return receipt requested, or (ii) sent by the courier, to the address set forth above.
- 14.10 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of such Party. Such acts shall include, but not be limited to, acts of God, strikes, riots, acts of war, epidemics, fire, communication line failures, earthquakes, or other disasters.
- 14.11 No Assignment. Neither this Agreement nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by operation of law or otherwise by the SP without the prior written consent of ScerIS. Any attempt without such permission to assign any rights or delegate any duties or obligations under this Agreement will be void.
- 14.12 Judicial Modifications. If any provision or any portion of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be excessive or unenforceable in any circumstance or to any extent, then the remainder of this Agreement and the application of such provision or portion in all other circumstances shall be valid and enforceable to the fullest extent permitted by law or equity. THE PARTIES INTEND THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN.
- 14.13 Reporting. The Parties shall maintain full, clear and accurate records with respect to each and every proposal, implementation, service and billing.
- 14.14 Waiver of Terms. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- 14.15 Binding Effect. This Agreement shall be provided to and binding upon the Parties (SP and SCERIS) and their successors and assigns.
- 14.16 Headings. The headings of articles and the sections are included solely for convenience of reference. If any conflict between any heading and the text of the Agreement exists, the text shall control.
- 14.17 Representation and Authority. This Agreement has been duly authorized, executed and delivered by the Parties, and constitutes a legal, valid and binding obligation of the Parties, enforceable against each in accordance with its terms. SCERIS has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement. SP has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by an officer duly authorized as of the date first above written.

SCERIS, INC.

By: _____

By: _____

(Signature)

(Signature)

Name: Daniel R. Furbush

Name: _____

Title: SVP & CBDO

Title: _____

Date: _____

Date: _____

Email: _____

Business Phone: _____

Cell Phone: _____

TIN: _____

Bank Name: _____

Street Address _____

City _____ State ____ ZIP _____

Phone _____

ROUTING #: _____

ACCOUNT #: _____

Initials _____