

## LEAD SOURCING PARTNER AGREEMENT

Last Updated: December 8, 2022

This Agreement ("Agreement") is made and entered into by and between you, the Lead Sourcing Partner ("PARTNER", "Party" or "Parties") and ScerIS, Inc. ("SCERIS", "Party" or "Parties"). PARTNER may enter this Agreement either as an individual(s), sole proprietor, partnership or a corporate entity. This Agreement will become effective on the date it is accepted regardless of whether PARTNER is eligible to, or ever does, perform any lead sourcing services.

**IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND HAVE TAKEN THE TIME AND ALSO SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.**

**Start-up Fee: Four hundred ninety-five dollars (\$495) until June 1, 2023, and two thousand four hundred ninety-five dollars (\$2,495) thereafter. The business start-up package includes web pages, contact forms and lead generation tracking processes specific to the PARTNER and provides for marketing instruction for lead sourcing and lead sourcing partner recruiting. The Business Start-up Fee is returned to the PARTNER based on performance – refer to Section 6: COMPENSATION TO PARTNER FOR COMPLETED SALES AND RECRUITING, sub section 6.2: Refund PARTNER's Start-up Fee. PARTNER agrees that upon acceptance of this Agreement that they are obliged to pay the full amount of the business start-up fee. PARTNER agrees that upon starting implementation of PARTNER's dedicated web pages, which are a part of the business start-up package, that the business start-up fee will not be refunded partially or in totality, other than the reimbursement of this fee as provided for in section 6.2. Separate and individual components of this package are not refundable, transferrable, or interchangeable. Failure of PARTNER to pay the start-up fee within 48 hours of this Agreement shall automatically terminate the Agreement.**

### RECITALS:

SCERIS is a company that develops software and provides systems and services to businesses and government agencies. As the result of the expenditure of time, effort and money, ScerIS has acquired the knowledge, experience and skill in the continued development of ScerIS systems, services and document conversion services ("Products") which involve the conceptualization, design, specification, development, operation, support, and marketing of business process improvement systems and associated services. In connection with the Systems, ScerIS owns or has the right to license certain intellectual property. ScerIS has developed a Lead Sourcing and Partner Recruiting business opportunity that provides PARTNER with a business opportunity and business knowledge that may lead to income generation participating with ScerIS or using their knowledge about this program to establish other client arrangements.

PARTNER is an independent party seeking to develop a lead sourcing business relationship with ScerIS to provide support for new customer acquisitions and shall be authorized to conduct the services contemplated by this Agreement.

SCERIS and PARTNER (referred to as the "Parties") are forming a business relationship to cooperate in the development of the SCERIS business which may include either or both of the following:

- SCERIS products and services
- development of SCERIS Partner network.

The Parties agree as follows:

### 1 DEFINITIONS:

- 1.1. Prospect: An individual or titled position within an Organization that PARTNER is credited for lead sourcing 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 PARTNER is credited for lead sourcing that has entered into a sales agreement with SCERIS.
- 1.4. Product: Systems, Services and Document Conversion Services.
- 1.5. Systems: SCERIS software, third-party software, hardware, professional services and support services, designed to satisfy the Customer's needs.
- 1.6. Recruited Partner: An individual or company introduced to this program by PARTNER that becomes a partner of SCERIS.
- 1.7. Sub-Partner: An individual or company introduced to this program by the Recruited Partner of the PARTNER that becomes a partner of SCERIS.

2 **TERRITORY**: PARTNER's rights under this Agreement are limited to the United States. SCERIS reserves the right to appoint other partners, resellers, distributors, value-added resellers, corporations, employees and the like without restriction as to the number and location serving 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 renew 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. PARTNER may identify and register Prospects with SCERIS and shall facilitate initial meetings between Prospects and SCERIS. SCERIS will provide technical and business process sales services, assist in system configurations and pricing the Product, package presentation proposals and prepare contracts for accepted proposals.
- 4.3. All pricing, price premiums, discounts and special programs that affect the basis of PARTNER compensation calculations are determined exclusively by SCERIS, and SCERIS reserves the right, at its sole discretion, to determine prices, price premiums, discounts and special programs for Products.
- 4.4. 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.
- 4.5. PARTNER may recruit and sponsor companies and individuals into the Lead Sourcing Partner program. PARTNER will be compensated for sponsored partner (Recruited Partner) activity as described in this Agreement. SCERIS is responsible for evaluating any company or individual introduced by the PARTNER. SCERIS reserves the right, at its sole discretion to accept or reject any such sponsored party.
- 4.6. SCERIS reserves the right, at its sole discretion, to refuse the account of any Organization, or to discontinue dealing with any Customer if, in SCERIS's opinion, the Organization's or Customer's credit or business practices are not satisfactory, or if proposed business requirements are not suitable for SCERIS' capabilities or resources.
- 4.7. SCERIS does not make any assurances that PARTNER'S Prospects or Organizations will turn into contracts.
- 4.8. SCERIS is responsible for delivering the Product 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.
- 4.9. SCERIS is responsible for calculating PARTNER's compensation, updating the compensation calculation based on purchase adjustments made by the Customer during delivery of the Products and providing communication to the PARTNER about such calculations.
- 4.10. SCERIS's obligation hereunder to PARTNER is to timely pay PARTNER compensation according to the terms herein.
- 4.11. The Parties will at-all-times avoid misleading or unethical business practices relating to their marketing and demonstration of the Product and comply with all laws and regulations applicable to the conduct of their respective businesses as they relate to the relationship created hereunder.
- 4.12. 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, affiliates, partners or other business relationships.
- 4.13. PARTNER shall complete a W-9 form.
- 4.14. All activities conducted by PARTNER 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.
- 4.15. All Account Registrations of the PARTNER 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 PARTNER PROHIBITIONS: PARTNER 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 PARTNER 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,
- 5.3. Accepting cash, checks made out to PARTNER or any other form of payment from the SCERIS Customer 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 PARTNER 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 PARTNER'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. Providing a lead to a Prospect in which the PARTNER may have a conflict of interest, PARTNER is required to advise SCERIS of the possible conflict.
- 5.7. Benefitting from a sale in which the PARTNER 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 PARTNER's employer authorizing such activities and subsequent payments for compensation by SCERIS to the PARTNER, which authorization is subject to verification by SCERIS,
- 5.8. 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 PARTNER FOR COMPLETED SALES AND RECRUITING:** SCERIS and PARTNER shall share the proceeds from Product sales to Customers secured by PARTNER (Direct Revenue Sharing). PARTNER compensation is calculated in accordance with the Product and corresponding percentages listed in the table below. Compensation for sales to any government department, agency or affiliate or government contractor is one-fifth of the percentages presented in the following table:

	<b>Compensation % Sales Facilitation</b>
<b>SYSTEMS:</b>	
1. ETCETERA Software – Standard Software License, Software Maintenance or Subscription (if installed on client infrastructure or on SCERIS Cloud – separate from MSaaS 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
<b>OUTSOURCING SERVICES</b>	
6. Document Conversion Services, Business Process Outsourcing, Print Services, Print Design Services	5%
<b>HOSTING SERVICES</b>	
7. MSaaS Hosted Offerings	15%
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).	5%

- 6.1 Revenue Sharing: SCERIS shall share the payments received from Customers for Product invoiced by SCERIS to a Customer for eighteen months after the Initial Contract Date with the Customer. Revenue Sharing fees become an obligation of SCERIS upon receipt of good funds payment from Customer.
- 6.1.1 PARTNER shall receive a payment for Direct Revenue Sharing fees applicable to payments received from Customers during a month. Direct Revenue Sharing fees shall be made by the 15<sup>th</sup> day following month's end. Direct Revenue Sharing fees are based on net receipts (payment received less credits or debits taken by Customers or applied to their payment) for Product invoices. Product invoices exclude deposit invoices. Deposit payments are added back into the Product invoices where applicable, and added to the base on which Direct Revenue Sharing fees are calculated. The calculation to determine Direct Revenue Sharing amounts owed to the PARTNER are based on the type of Product invoiced to the Customer and for which the Customer has made payment and the table above that displays the Product and the corresponding percentage that is owed to the PARTNER.
- 6.1.2 PARTNER shall receive a payment relative to Recruited Partner(s). Recruited Partner Revenue Sharing fees shall be paid to PARTNER by the 20<sup>th</sup> day following month's end and shall be twenty percent (20%) of the Direct Revenue Sharing fee paid to the Recruited Partner. (i.e. If a Recruited Partner's Direct Revenue Sharing fee is \$1,000, the amount paid to PARTNER is twenty percent of that amount, equaling \$200).
- 6.1.3 PARTNER shall receive a payment relative to receipt of by Sub-Partners(s). Sub Partner Revenue Sharing fees shall be paid to PARTNER by the 25<sup>th</sup> day following months end and shall be ten percent (10%) of the Direct Revenue Sharing fee paid to the Sub-Partner. (i.e. If a Sub-Partner's Revenue Sharing fee is \$1,000, the Revenue Sharing fee paid to PARTNER is \$100).
- 6.2 Refund PARTNER's Start-up Fee: SCERIS shall make a payment(s) to PARTNER equal to fifty percent (50%) of Direct Revenue Sharing payments made to PARTNER, up to the amount and not to exceed the amount paid by PARTNER for the Business Start-up Fee to ScerIS.
- 6.3 Recruiting new partners (Recruited Partners): PARTNER may recruit individuals and businesses into the Lead Sourcing Program.
- 6.3.1 ScerIS shall accrue eighty percent (80%) of the Business Start-up Fee paid by the Recruited Partner in favor of the PARTNER and provide an accounting of accrued recruiting fees.
- 6.3.2 Upon ScerIS paying Recruited Partner(s) a Direct Revenue Sharing fee (refer to Paragraph 6.1.1), ScerIS shall pay PARTNER an amount equal to one hundred percent (100%) of the Direct Revenue Sharing fee paid to Recruited Partner(s) up to the net amount of recruiting fees that have been accumulated by PARTNER and not previously paid out.
- 6.3.3 The only way in which PARTNER may collect these recruiting fees is based on the success of Recruited Partner(s) that participate with ScerIS in completed sales and resulting Customer payments.
- 6.4 Fees paid to the PARTNER are in US Dollars.
- 6.5 Fees paid to the PARTNER are direct deposited in PARTNER's bank account at a U.S. based bank. PARTNER shall provide SCERIS with bank name, address, bank routing code and account number for payments to PARTNER as described in this section.
- 6.6 SCERIS reserves the right to allow multiple registrations for the same Prospect and their employer organization. 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 and their sponsoring PARTNERS.

- 7 **ACCOUNT REGISTRATIONS:** A meeting booked by the PARTNER between SCERIS and a Prospect and accepted by SCERIS will serve as the registration of a Prospect. An active Prospect is one expressing an ongoing interest, validated monthly, in purchasing a ScerIS Product. Such validation will hold the registration of the Prospect by the PARTNER for up to six months from the date of the initial registration.

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

- 7.1 If a Prospect is currently registered, SCERIS will evaluate the opportunity to include PARTNER in the sales process and determine PARTNER's further involvement, if any, with this Prospect. PARTNER 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, PARTNER must complete and submit a SCERIS New Prospect Meeting Request that is accepted by SCERIS.
- 7.3 PARTNER will be notified by SCERIS of accepted or rejected Registrations, and if rejected SCERIS will provide the reason for the rejection.
- 7.4 PARTNER is responsible for ensuring that Prospects attend scheduled meetings. Meetings may be cancelled at any time. PARTNER is allowed one meeting cancellation occurring within 24 hours of the scheduled meeting time or unattended by Prospect per month without decrementing PARTNER compensation. Each additional meeting cancelled within 24 hours of the scheduled meeting time or unattended by Prospect within a month shall result in decrementing PARTNER compensation by one hundred dollars (\$100.00).

The registration of any Prospect that declines to enter into a purchase agreement will immediately terminate.

- 8 **DISPUTES ABOUT PROSPECT REGISTRATIONS:** SCERIS reserves the right to make final decisions regarding disputes about registrations. PARTNER agrees to accept SCERIS's decisions with an attitude of trust. PARTNER 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 PARTNERS 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 partner 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 Service Code, PARTNER 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 PARTNER pursuant to this Agreement, unless it is so instructed by any taxing authority, in which case such amounts may be withheld from PARTNER'S compensation and paid directly to such authority. Payment of any such taxes is the sole responsibility of PARTNER.

Except for issues required by federal or state law, PARTNER shall be completely free from the will and control SCERIS. PARTNER 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 PARTNER 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 PARTNER shall be the sole responsibility of PARTNER.
- 9.4 provide his/her/its own telephone, stationery, supplies, transportation, and all other facilities which PARTNER 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 PARTNER 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 PARTNER's activities.
- 10.1.1 PARTNER 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 PARTNER to comply with any federal, state or local laws.
- 10.1.2 PARTNER 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 PARTNER. PARTNER also agrees to indemnify SCERIS for non- payment or under-payment of such taxes by PARTNER.
- 10.1.3 PARTNER agrees to immediately notify SCERIS, in writing, upon receipt of any action where indemnity may be sought against SCERIS.
- 10.1.4 PARTNER 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.

- 10.2 SCERIS agrees to indemnify and hold harmless PARTNER 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 PARTNER for any legal or other expenses reasonably incurred by the PARTNER 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 PARTNER, in writing, upon receipt of any action where indemnity may be sought against PARTNER.
    - 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 PARTNER. The PARTNER shall not be liable to indemnify any person for any settlement of any such action effected without consent of PARTNER.
- 11 CONFIDENTIALITY, NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION:**
- 11.1 This Agreement is a confidential document and there may be confidential information disclosed to the PARTNER from time to time, and the PARTNER may have access to, confidential and/or proprietary information belonging to SCERIS or to its subsidiaries, PARTNERS, customers, clients, business PARTNERS, employees or independent PARTNERS, 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 PARTNER or is publicly available at the time of disclosure; is disclosed to PARTNER 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 PARTNER 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 PARTNER 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 PARTNER, who is, however, under a written agreement binding himself to the confidentiality provisions set forth herein.
  - 11.3 If the PARTNER 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 PARTNER 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 PARTNER hereto agrees that it will not offer products that compete with the Products of SCERIS, either directly or indirectly.
  - 11.5 PARTNER hereto also agrees that their 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 PARTNER and SCERIS for any reason, PARTNER 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, PARTNER 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 PARTNER otherwise compete or attempt to compete for said accounts or personnel which PARTNER serviced and/or became known to PARTNER through affiliation with SCERIS, and PARTNER agrees not to influence or attempt to influence any of SCERIS's customers or technical, permanent or temporary personnel or independent partners 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. Such termination will become effective within Ten (10) days of a written notice of an intention from one Party to the other Party to terminate this Agreement. Termination by PARTNER will terminate all current and future payment obligations of SCERIS to the PARTNER. SCERIS agrees in good faith not to terminate this Agreement for the purpose of avoiding payment of any fees that are owed or will become owed to PARTNER. Upon termination, the PARTNER shall submit a final report within 14 days after termination of this Agreement describing the status for each of the PARTNER's active prospects and accounts within PARTNER's list of registered accounts.
- 12.1 This Agreement can be terminated for cause by SCERIS for any action or asserted failure or negligence of PARTNER to comply with any federal, state or local laws or for actions that the PARTNER is specifically prohibited from performing as per Section 5 (PARTNER PROHIBITIONS). Such termination shall become effective immediately. The termination of this Agreement for cause shall void the liability of SCERIS to the PARTNER for compensation or other monies owed and that become due after the effective date of such termination.

- 12.2 Termination by ScerIS of this Agreement for reasons other than cause shall not void the liability of SCERIS to the PARTNER:
  - 12.2.1 for Customers with contracts with SCERIS completed prior to the termination date. For such Customers, SCERIS shall make the Direct Revenue Sharing compensation calculations and pay this compensation as described in Section 6.1.1 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 any compensation.
  - 12.2.2 to refund PARTNER's start-up fee in accordance with Section 6.2. SCERIS shall make the start-up fee reimbursement calculation as described in Section 6.2 which shall survive the termination date. No other accommodation is made for reimbursement of this fee.
  - 12.2.3 for fees associated with Direct Revenue Sharing fees paid to Recruited Partner(s) and Sub-Partner(s). SCERIS shall make the compensation calculations and pay compensation as described in Section 6.1.2 and Section 6.1.3 which shall survive the termination date.
  - 12.2.4 for payment of PARTNER's portion of start-up fees paid by Recruited Partners. SCERIS shall make the compensation calculations and pay compensation as described in Section 6.3 which shall survive the termination date
- 12.3 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 PARTNER brings against SCERIS, SCERIS's liability shall not exceed the lesser of (i) PARTNER's actual damages caused by the breach; or (ii) the calculation of compensation as described in Section 6 (COMPENSATION TO PARTNER FOR COMPLETED SALES AND RECRUITING) for an individual transaction. IN NO EVENT SHALL SCERIS BE LIABLE TO PARTNER 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 **MODIFICATION:** SCERIS may modify this Agreement at any time. When SCERIS makes material changes to this Agreement, it will post the revised Agreement on the PARTNER webpage and update the "Last Updated" date at the top of the Agreement. SCERIS will also provide PARTNER with notice of any material changes before the date the revised Agreement becomes effective. If PARTNER disagrees with the revised Agreement, PARTNER may terminate the AGREEMENT immediately as provided herein. Continued participation in the PARTNER Program after the revised program becomes effective will constitute acceptance of the revised Agreement. SCERIS may modify information on any website hyperlinked from or to this agreement from time to time and such modifications shall be effective upon posting.
- 15 **E-SIGN CONSENT AGREEMENT:**
  - 15.1 This SCERIS E-Sign Consent Agreement allows SCERIS to provide PARTNER with electronic versions of notices, disclosures and other communications in connection with the products SCERIS offers and agreements entered into between SCERIS and PARTNER.
  - 15.2 PARTNER's electronic signature has the same effect as if signed in ink.
- 16 **GENERAL TERMS:**
  - 16.1 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.
  - 16.2 Use of SCERIS Brands: Use of SCERIS brands, trademarks and other proprietary property by the PARTNER shall be limited to guidelines published by SCERIS which may be updated by SCERIS at any time and without notice.
  - 16.3 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.
  - 16.4 Amendments. This Agreement may be modified by SCERIS provided that the amendment or modification is made with all 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.
  - 16.5 No Prior Restrictions. The PARTNER represents that he has no contractual or other restriction(s) prohibiting the PARTNER from entering into this Agreement, and therefore will hold SCERIS harmless from any and all suits and claims arising out of any such restrictions.
  - 16.6 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 Middlesex County, Massachusetts, USA.

- 16.7 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. PARTNER agrees that it has no recourse for decisions reached by SCERIS about compensation splits as identified in Section 6.6 and the effect those splits have on PARTNER's compensation or disputes about prospect registrations as identified in Section 7 (ACCOUNT REGISTRATION) and Section 8 (DISPUTES ABOUT PROSPECT REGISTRATIONS). 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.
- 16.8 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.
- 16.9 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.
- 16.10 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.
- 16.11 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 PARTNER 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.
- 16.12 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.
- 16.13 Reporting. The Parties shall maintain full, clear and accurate records with respect to each and every proposal, implementation, service, invoicing and receipt of payment from Customers.
- 16.14 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.
- 16.15 Binding Effect. This Agreement shall be provided to and binding upon the Parties (PARTNER and SCERIS) and their successors and assigns.
- 16.16 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.
- 16.17 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. PARTNER has the right, power and authority to enter into this Agreement and to carry out the terms and provisions of this Agreement.