

REFERRAL AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY – THIS REFERRAL AGREEMENT (THE “AGREEMENT”) CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN IQ RESELLER SOFTWARE LLC, A DELAWARE LIMITED LIABILITY COMPANY (“IQ RESELLER,” “WE,” “OUR,” OR “US”) AND YOU AND GOVERNS YOUR PARTICIPATION IN THIS REFERRAL PROGRAM.

BY ACCEPTING THIS AGREEMENT, BY CLICKING ON THE “I ACCEPT” BUTTON YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU,” “YOUR” OR “REFERRER” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT PARTICIPATE IN THIS PROGRAM. The Program is not intended for the participation of children under 18 and no such person is authorized to participate. By participating, you are representing that you are at least 18 years old. You also represent, by participating, that you are of legal age to enter into legal agreements.

Referrer and IQ Reseller may each be referred to as a Party and taken together, may be referred to herein as the Parties.

WHEREAS, IQ Reseller wishes to appoint Referrer as an independent referrer to solicit Customers for IQ Reseller as set forth in this Agreement; and

WHEREAS, Referrer wishes to provide such solicitation services on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises, obligations and agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be bound, agree as follows:

1. Definitions. Except as otherwise indicated, and unless the context otherwise clearly requires, the following terms shall have the following meanings in this Agreement.

- a. “Customer” means each entity solicited by Referrer and with which IQ Reseller enters into a subscription agreement as a result of such solicitation.
- b. “Customer Agreement” means a subscription agreement in effect by and among IQ Reseller and Customer.

2. Duties of Referrer. Referrer shall identify and solicit prospective Customers that Referrer believes will meet IQ Reseller’s requirements. Referrer may not solicit existing Customers of IQ Reseller.

3. Expenses. Referrer shall be responsible for payment of all expenses relating to its performance of this Agreement, and IQ Reseller shall have no obligation whatsoever to reimburse Referrer for any expenses incurred by Referrer in connection with this Agreement.

4. Compensation. For all sales to Customers, accepted by IQ Reseller as referrals from Referrer, Referrer will receive payment of ten percent (10%) of billable subscription revenue received, for 36 months, only when a referred company signed the agreement with IQ Reseller within the 90 day period after accepting referral by email.

5. Compliance with Laws, Policies and Procedures. Referrer agrees to comply with all applicable laws, IQ Reseller's policies and procedures and the Rules. Referrer agrees that IQ Reseller and any federal or state regulatory agency having jurisdiction over IQ Reseller may, from time to time, amend their Rules, policies and procedures. Referrer agrees to accept and abide by all such amendments upon receipt of such revisions.

6. Referrer Representations and Warranties. Referrer represents and warrants that it has the full legal capacity to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Referrer in accordance with its terms and no provision requiring Referrer's performance conflicts with Referrer's obligations under any other agreement to which Referrer is a party or by which it is bound.

7. Term. The term of this Agreement shall begin on the date on which this Agreement was accepted ("Effective Date") and will continue for a term of thirty-six (36) months, the "Initial Term," and will automatically renew for twelve (12) month periods, the "Renewal Terms," unless either Party provides written notice of cancellation thirty (30) days prior to the end of the then-current term.

8. Termination. Either Party may terminate this Agreement without penalty, with or without cause, by giving the other Party thirty (30) days prior written notice.

9. Limitation of Liability and Damages. IN NO EVENT SHALL IQ RESELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR FOR ANY REASON, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THAT POSSIBILITY. THE TOTAL CUMULATIVE LIABILITY OF IQ RESELLER IN THE AGGREGATE FOR DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF: (A) FEES DERIVED BY IQ RESELLER UNDER THIS AGREEMENT IF THE AGREEMENT HAS BEEN IN EFFECT FOR LESS THAN SIX (6) MONTHS, OR (B) FEES DERIVED BY IQ RESELLER UNDER THIS AGREEMENT DURING THE MOST RECENT SIX (6) MONTH PERIOD, MEASURED FROM THE DATE THE LIABILITY ACCRUES. THE PARTIES AGREE THAT THE PREVIOUS SENTENCE SHALL NOT APPLY TO A BREACH BY IQ RESELLER OF IQ RESELLER'S RESPONSIBILITY TO PAY REFERRER COMPENSATION UNDER THIS AGREEMENT. Neither Party will be liable to the other for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such Party.

10. Miscellaneous.

10.1 Relationship of Parties. Each of the Parties is an independent contractor, and this Agreement does not in any way create the relationship of principal and agent, franchisee, joint venture, or Referrership between the Parties. Neither Party shall be liable for any debts or obligations of the other.

10.2 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

10.3 Force Majeure. Except for payments due under this Agreement, neither Party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, component part shortages, or fuel crises, provided that such Party gives prompt written notice thereof to the other Party and uses its diligent efforts to resume performance.

10.4 Assignment. Referrer may not assign, delegate, subcontract, license, franchise, or in any manner attempt to extend to any third Party any right or obligation under this Agreement without the prior written consent of IQ Reseller. IQ Reseller may assign this Agreement and its rights hereunder at any time without the prior written consent of Referrer.

10.5 Amendments. This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of both Parties.

10.6. Notices. All notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by registered or certified mail, return receipt requested, postage prepaid, or email, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses as may be specified by either Party to the other.

10.7. Severability. The invalidity of any term of this Agreement shall not affect the validity of any other term, and this Agreement will be construed as if the illegal provision is not contained in this Agreement. The Agreement will be deemed modified to the extent necessary to render enforceable the remaining provisions.

10.8. Section Headings. The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

10.9. Entire Agreement; Binding Effect. This Agreement, including all schedules, exhibits and attachments, embodies the entire understanding and agreement of the Parties with respect to its subject matter. This Agreement shall be binding upon and shall inure only to the benefit of the Parties and their respective successors and authorized assigns.

10.10. Third Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer any rights or remedies upon any persons or entities not Parties to this Agreement.

10.11. Jurisdiction; Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the Parties agree to submit to personal jurisdiction in the State of Delaware. Furthermore, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Delaware or any federal court sitting in the State of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement. **THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.**