



PARTNER AGREEMENT

This PARTNER AGREEMENT (this “**Agreement**”) contains the terms and conditions that apply to your participation as a Partner (“**you**” or “**Partner**”) in the CorasCloud, Inc. (“**we**,” “**us**,” “**our**” or “**Company**”) Partner Program (the “**Program**”). Partner tracks include **Reseller and Technology Partner** (defined below). Company’s Partner Program website (the “**Partner Site**”) is located at www.coras.com/partner-program (descriptions of the various Partner tracks can be found here).

Partner acknowledges that it may participate in Company’s Program only under the terms and conditions set forth below, and that subsequent to Company accepting this Agreement, Company will, in its sole discretion, determine whether to accept Partner into Company’s Program.

By applying to become a Partner, you warrant that you have read and understand this Agreement, and you agree to be bound by it.

To begin the enrollment process, you must submit a complete Program Application via the Company Site. We will evaluate your Program Application and notify you of your acceptance or rejection.

We reserve the right in our sole and absolute discretion, to accept or reject your Program Application for any or for no reason whatsoever.

Upon notice of acceptance of your Program Application, this Agreement shall be effective between you and Company. If Company rejects your application, you will not be able to participate in Company’s Program.

Article I— Relationship

Each party, at its own expense, will coordinate with the other party in good faith to explore potential opportunities to jointly market and sell subscriptions to products, training, support and services offered by the other party.

Article II— Definitions

(a) **Definitions.** Throughout this Agreement, capitalized terms shall have the meaning ascribed to them in quotes. In addition, for purposes of this Agreement, the following definitions apply:

1. “**AAA**” means American Arbitration Association.

2. “**Advertising**” or “**Advertisements**” means all advertisements (including, without limitation, banner or box-style advertisements, pop-up or pop-under placements, text links or other similar solicitations through the Internet) that promote Company Products or Services (defined below).

3. “**Agent**” is defined in Article VIII (k).

4. “**Company Brand Features**” means Company trade names, trademarks, service marks and/or logos authorized by Company.

5. “**Company Products and Services**” means those proprietary products and services currently offered on the Company Site, which currently consists of project management solutions and platforms, applications, and any proprietary products or services as may be offered at a future date on the Company Site during the Term of this Agreement, including, but not limited to, Coras (SaaS), CorasNow (PaaS), CorasWorks (Application). “Company Products and Services” does not include products and services offered by third parties on or through the Company Site.

6. “**Company Site**” means the Company Internet site currently located at www.coras.com, or any page, section, subsection or subdirectory thereof, and any other additional, substitute or successor site that may be designated by Company under this Agreement.

7. “**Confidential Information**” is defined in Article XVII (h).

8. “**Contact Information**” is defined in Article XVII (j).

9. “**Customer**” means any person or entity who (i) successfully purchases a Company Product or Service from the Company Site, or (ii) who has been previously claimed by Partner and approved by Partner manager, provided that the person or entity has not previously purchased a product or service through the Company Site.

10. “**Derivatives**” is defined in Article XVI.

11. “**Disclosing Party**” is defined in Article XVII (h).

12. “**Intellectual Property Rights**” means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

13. “**Link**” means an embedded graphic, icon or text containing a unique hypertext pointer to the URL address for the Company Site that is embedded in an Advertisement and that identifies consumers that become Customers via the Advertisement.

14. “**Partner Site**” is defined in the recitals.

15. “**Paid Search Placement**” means an advertisement purchased through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions.

16. “**Program**,” as defined in the Recitals, means the Partner Program as further described in, and contemplated by, this Agreement.

17. “**Proprietary Term**” means keywords, search terms, or other identifiers that include Company Brand Features, the word “Coras,” “CorasNow,” “CorasWorks,” “CorasManage,” or any other trademark of Company, or variations or misspellings of any of those words (e.g., “ccoras”).

18. “**Receiving Party**” is defined in Article XVII (h).

19. “**Redirecting Link**” means a link that sends users indirectly to the Company Site via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage.

20. “**Referral Fee**” is defined in Article V (a).

21. “**Reseller**” means a Partner that purchases Company Products and/or Services with the intention of selling them rather than consuming or using them.

22. “**Sales Information**” is defined in Article XVII (j).

23. “**Search Engine**” means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

24. “**Partner**,” as defined in the recitals, means any person or entity that has submitted a Program Application and has been accepted for participation in the Company Program in accordance with the terms of this Agreement.

25. “**Technology Partner**” means a Partner that has reliable and efficient technology platforms that feature proven scalability and performance when used with Company Products and Services.

26. “**Term**” is defined in Article III (a).

27. “**Website(s)**” or “**your Website(s)**” shall mean all internet sites that you own, operate or otherwise control.

Article III— Term and Termination

(a) The term of this Agreement (the “**Term**”) will begin upon our acceptance of your application and will end when terminated by either party in writing, including, without limitation, by email.

(b) The Term of this Agreement shall be continuous, unless and until either party properly terminates this Agreement, in accordance with the following: (i) either party may terminate this Agreement for any reason or no reason by giving 30 days' written notice to the other party; or (ii) Partner agrees and acknowledges that if Partner breaches any provision of this Partner Agreement, Company may immediately terminate Partner from the Program. Upon termination of this Agreement, Partner must immediately remove from Partner's Website(s), and cease from using, referencing or otherwise associating with Company, including, without limitation, (i) any Advertising or Links, (ii) any Company Brand Features, and (iii) any Company Products and Services. Following termination of this Agreement, Partner agrees to refund any amounts that were earned from Company in breach of this Agreement.

(c) Upon termination of this Agreement, Partner shall immediately cease serving or using Advertisements.

(d) Upon termination of this Agreement, Partner shall no longer be eligible for future Referral Fees on previously referred Customers.

(e) No Referral Fees shall be due with respect to Customers who register after the date of termination. We reserve the right to withhold your final payment for up to 120 days as necessary to calculate properly any amount due to you.

(f) Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will be extinguished, except for those rights and obligations that either by their express terms survive or that are otherwise necessary for the enforcement of this Agreement. Articles II, III, V (d), VI, VII, VIII, XI, XIII, XVII (b) and XVII of this Agreement, inclusive, and the provisions of this Agreement that impose obligations on Partner, shall survive any termination of this Agreement.

(g) Company may terminate Partner from its Program and Partner will forfeit all monies resulting therefrom if:

1. Partner has become, or is likely to become, subject to litigation or other regulatory legal action that may adversely affect Company's business;

2. Partner sends unsolicited emails to Company users, provides false account information, or falsely or wrongfully increases the amount of Referral Fees payable; or

3. Partner does not comply with any provision of this Agreement as determined in Company's sole discretion.

Article IV— Obligations of Company

(a) Upon acceptance of your Program application, you will have the ability to enter the password-protected Partner Site for the Program. The Partner Site will contain certain sales reports related to your Partner relationship with Company. These reports will contain estimates of (i) the number of users registered on the Company Site from your use of Advertising, and (ii) the Referral Fees payable to you pursuant to Article V, below. Partner acknowledges that there may be delays in the reporting of information and the Referral Fees paid to you, and adjustments for chargebacks may be made after reporting of any sale.

(b) Company shall provide you with all Advertising and you shall only use Advertising provided by Company in promoting Company and/or Company Products and Services. The Advertising available for your use will be made available on the Partner Site. Company shall be solely responsible for creating and modifying all Advertising.

(c) Company shall provide you with a five (5) user Company account at no cost, subject to fulfilling Partner obligations contained in Article VIII of this Agreement.

Article V— Referral Fee

(a) During the Term of this Agreement, Company shall pay you a fee (“**Referral Fee**”) for each Customer you deliver as of the last day of the month, as documented on the reporting system located on the Partner Site.

(b) **Referral Fee.** The Referral Fee shall be in the form of a commission from the payments made by a Customer properly referred to Company by you (as determined in Company’s sole discretion). Such level of commission depends on whether Partner submits leads to monthly contracts or yearly contracts, all as set forth on Schedule A hereto.

(c) Company will pay Partner the full Referral Fee via PayPal into Partner’s personal, premier or business PayPal account, with a minimum payment threshold of US\$200.00. Partner will be responsible for any fees (including PayPal fees), if any, for receiving the payment.

(d) Company reserves the right to adjust the Referral Fee payable to you to the extent of any reporting errors, fraudulent sales, fraudulent or automated clicks or intentional manipulations of the registration or sales process, all as determined in our sole discretion. The Referral Fees payable shall be in accordance with Schedule A hereto. Company reserves the right to change the Referral Fees payable hereunder by providing notice to you (including by email) and/or reflecting such changes on the Company Partner Site. Any decrease to the Referral Fees shall become effective immediately upon the earlier of (i) providing notice to you, or (ii) posting of the new Referral Fee on the Company Payment Schedule.

(e) At the end of each calendar quarter (based on a 12/31 fiscal year end), Company shall calculate for each Partner, Referral Fees for any deals completed between Company and a Partner lead (as registered by Partner on the Company Partner Site or otherwise communicated to Company) within the applicable quarterly period. Company shall cause to be paid to you any such Referral Fees earned within 45 days after the end of the applicable calendar quarter. Notwithstanding the foregoing, adjustments for chargebacks may be made up to 70 days after the calendar quarter in which the deal was reported to Company.

(f) Partner does not earn a Referral Fee for submission of a lead; a deal must be consummated between Company and Partner lead to appropriately generate a Partner Referral Fee. Furthermore, all Partner leads must result in the consummation of a deal between Company and Partner lead within 30 days of when Partner first registers the lead on the Company Partner Site or otherwise communicates the lead to Company. After such 30-day period, Partner releases any right to a Referral Fee and Company may pursue the

lead on its own behalf with no obligation owed to Partner. Company reserves the right to extend this 30-day period (e.g., to 45 or 60 days) in its sole discretion.

(g) To receive Referral Fee payments, you must maintain a valid PayPal account. If you do not use PayPal to pay for your subscription to the Service, we will email you when you first earn a Referral Fee to ask for a PayPal email address, in which case we will use commercially reasonable efforts to notify you in 45 days from the date on which you earn a Referral Fee. We will pay all Referral Fee to the email address you provide, and you are solely responsible to ensure the accuracy of the PayPal account information. We will pay Referral Fees to you within 45 days from the date earned pursuant to this Agreement.

Article VI— Restrictions and Limitations

Notwithstanding any provision of this Agreement, we will not be obligated to pay Referral Fees if (a) we determine, in our reasonable discretion, that referrals are not bona fide transactions, including without limitation for self-referrals; (b) the Customer does not maintain its paid account (at the same or higher price tier) for longer than one (1) month; (c) you engage in any fraudulent or deceitful behavior in connection with the Program, including without limitation directly or indirectly offering any person a financial incentive to start a Company trial or attempting to redirect traffic from, or divert a Company partner from, any other participant in the Program.

Article VII— Promotion Restrictions

Partner shall not promote Company via Paid Search Placement in any Search Engine, including but not limited to:

- Using Company Brand Features in ad text (both headlines and descriptions).
- Bidding on keywords containing Company's name or Brand Features.
- Use www.coras.com, including the Redirecting Link as a display URL or landing page URL.

No Referral Fees from sales generated through keyword bidding or other paid search in Search Engines will be earned or paid.

Only banners listed in the "Promotional Materials" section of the Program can be used for promoting Company Products and Services. No modifications to such banners are allowed, including, without limitation, with respect to size, color, text, or other visual changes. Any modified banners shall be removed immediately by Partner upon Company's request. If such banners are not removed, Partner agrees and acknowledges that no existing or future Referral Fees shall be deemed to be earned or payable to Partner by Company.

Article VIII— Certain Obligations of Partner

(a) Partner will go through the training programs, as listed on Schedule B hereto. Partner shall successfully complete the training program(s) within a reasonable time, preferably within 30 days after being accepted in the Program. Additionally, Partner agrees that, to comply with applicable laws, its employees and anyone acting on behalf of Partner with

respect to the rights and obligations under this Agreement may be subject to compliance training or periodic certification as reasonably determined by Company.

(b) Partner shall submit a minimum of number of leads per month, with such lead requirements set out in Schedule A. If the required amount of leads is not achieved for six (6) consecutive months, Company will charge Partner \$300 for use of the five (5) user Company account for such six (6) month period (\$10 per license for five (5) licenses = \$50 per month, multiplied by six (6) months = \$300). Should Partner remain in the Program after the completion of this six (6) month period (which shall be in Company's sole discretion), Partner shall pay \$50 for each subsequent month that the minimum lead commitment is not kept. If Partner chooses not to pay these amounts, Partner's obligation will be considered unfulfilled and may be deducted from any amounts otherwise owed to Partner currently or in the future. Company reserves the right to immediately terminate this Agreement based on Partner's inability to meet the obligations contained in this Agreement.

(c) As a Partner, you are permitted to promote Company Products and Services only through Advertisements made in the following manner: (i) Links or pop-ups or pop-under placements on Website(s) for which you have received express written permission from such Website(s) to serve such links or placements and as otherwise subject to the limitations set forth in this Agreement, and (ii) emails in compliance with applicable law, the Company's Privacy Policy (as may be amended from time to time on the Company Site) and this Agreement.

(d) All promotional activities undertaken by you to promote Company Products or Services shall be made in accordance with reasonable and prudent business practices, Company's policies (which may be amended from time to time in its sole discretion) and in accordance with all applicable laws and regulations. All information obtained at the Company Site from individuals linking to the Company Site shall be the sole and exclusive property of Company and, except as specifically provided herein, you shall neither have access to such information nor use any device, technique or software to obtain information from the Company Site.

(e) You shall replace any Advertising displayed on your Website(s) with any new Advertising provided by Company within three (3) days after receiving notice from Company of the new Advertising. You shall not modify any Advertisement in any way.

(f) Your Website(s) shall not in any way copy or resemble the look and feel of the Company Site, nor shall you create the impression that your Website(s) is the Company Site or a part of the Company Site. You shall not use the name of Company or the Company Site or any variation or misspellings thereof in your URL. You shall not frame or permit the framing of any page of the Company Site.

(g) During and after the Term, Partner will not disparage Company, the Company Site, the Partner Site, or Company Products or Services, or portray any of these in a derogatory or negative manner.

(h) You will be solely responsible for the development, operation, and maintenance of your Website(s) and for all materials related thereto. For example, you will be solely responsible for:

1. The technical operation of your Website(s) and related equipment.
2. Creating and posting Company descriptions on your Website(s) and linking those descriptions to the Company Site.
3. The accuracy and appropriateness of materials posted on your Website(s) (including, among other things, all product-related materials).
4. Ensuring that materials posted on your Website(s) do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).
5. Ensuring that materials posted on your Website(s) are not libelous, illegal or otherwise objectionable.
6. Ensuring that your Website(s) accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

(i) We disclaim all liability for these matters. Further, you agree to indemnify and hold us harmless from all claims, damages, losses, and expenses (including, without limitation, attorneys' fees, payable as incurred) relating to the development, operation, maintenance, and contents of your Website(s), use of the Advertising, violation of this Agreement, and/or violation of any right of another party.

(j) This Agreement may not be assigned or otherwise transferred by you without the express written consent of Company.

(k) You shall not provide any Advertisement to any third party, sub-affiliate or agent (including, but not limited to, consultants, advisors and attorneys) (collectively, an "**Agent**") without the written permission of Company. Any such permission must clearly identify the third party, sub-affiliate or Agent and include their business name, physical address, and Website URL(s). It is within the sole and exclusive discretion of Company to grant or deny any such permission and, even if granted, such permission may be revoked by Company for any reason or for no reason at any time.

(l) Company shall not be a party to any agreement that you have with an Agent and you are not authorized to make any commitments on behalf of Company to any such Agent, including commitments regarding payment of fees to the Agent by Company or commitments for licenses to Company's name, logo(s), any provided images, or other intellectual property. Agents are not third-party beneficiaries of this Agreement with Company. Any breach by your Agents of the terms and conditions of this Agreement shall be deemed a breach of this Agreement by you and Company shall have full recourse against you with respect to such breach.

Article IX— Ongoing Compliance

Partner's continuing compliance with this Agreement is a condition of continuing participation in the Program. Company reserves the right to review and audit Partner's Website(s) from time to time to determine if Partner is in continued compliance with this Agreement. Partner's Website(s) must be and remain fully functional.

Article X— Adult Content and Other Unacceptable Content

Partner may not post adult-oriented content on any page on which Advertising appears. Company considers content to be “adult” if it contains nudity, is sexually explicit, pornographic, lewd, obscene, primarily intended for sexual gratification or is otherwise inappropriate for minors, as determined in Company’s sole discretion. Partner may not post any offensive or incorporate images or content that is in any way harmful, threatening, obscene, harassing or racially, ethnically or otherwise objectionable, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, as determined in Company’s sole discretion.

Article XI— Use of Advertiser Content

(a) Partner agrees that it is sublicensed only the exact Advertising provided by Company and only in the form and manner available from and as specified by Company. Company shall have complete discretion to evaluate Partner’s use to decide whether that use violates any applicable terms and conditions.

(b) Partner may not distribute, transfer, sublicense or otherwise use the Advertising in a manner inconsistent with this Agreement.

(c) Partner acknowledges that Company owns and will retain all right, title, and interest in the Advertising, including, without limitation, any proprietary rights that may be developed in the future.

(d) Partner will ensure that the presentation of the Advertising is consistent with Company’s own use of the Advertising in comparable media.

(e) Partner will not remove or modify any trademark, service mark, or privacy policy notices from the Advertising.

(f) Partner will not present or use the Advertising: (i) in a manner that could be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of Company, or Company’s representatives; (ii) in a manner that is misleading, defamatory, libelous, obscene, or otherwise objectionable, in Company’s reasonable opinion; (iii) in a way that infringes, derogates, dilutes, or impairs the rights of the Advertising; or (iv) as part of a name of a product or service of a company other than Company.

(g) Partner will immediately make any changes to its use of the Advertising as are requested by Company.

(h) Partner will not publish any prices, special offers or discounts regarding the Advertising on its Website(s), unless such prices, special offers or discounts were included by Company in the unmodified Advertising.

(i) ALTERING OR ANY UNAUTHORIZED USE OF THE ADVERTISING IS STRICTLY PROHIBITED. YOU AGREE THAT BREACH OF THIS ARTICLE XI MAY RESULT IN

IMMEDIATED TERMINATION FROM THE PROGRAM IN WHICH CASE YOU AGREE TO FORFEIT ALL FEES THEN PAYABLE TO YOU. ALL RIGHTS NOT EXPRESSLY GRANTED BY COMPANY ARE RESERVED.

Article XII— Modification

Company may modify any of the terms and conditions contained in this Agreement at any time in our sole and absolute discretion effective immediately upon notice to you. Modifications may include, but are not limited to, changes in Referral Fees, payment procedures, and permitted promotional activities. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE REFERRAL PARTNER PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE OR NEW AGREEMENT, AS APPLICABLE.

Article XIII— Enrollment

To begin the enrollment process, you must submit a complete and accurate Program Application. You must identify your Website(s) in your application. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application if we determine that your Website(s) is/are unsuitable. Unsuitable sites include, without limitation, sites that:

1. Promote or contain sexually explicit materials;
2. Promote violence or contain violent materials;
3. Promote or contain libelous or defamatory materials;
4. Promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;
5. Promote or undertake illegal activities;
6. Are directed toward children under 13 years of age, as defined by the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501-6506) and any regulations promulgated thereunder;
7. Include any trademark of Company or its affiliates, or a variant or misspelling of a trademark of Company or its affiliates, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site; or
8. Otherwise violate any Intellectual Property Rights.

If we reject your application, you are welcome to reapply at any time. However, if we accept your Application and we later determine that your Website(s) is unsuitable, we may terminate this Agreement.

You will ensure that the information in your Program Application and otherwise associated with your account, including your email address and other contact information and identification of your Website(s), is always complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other

communications sent to that email address, even if the email address associated with your account is no longer current.

If you are a non-US person participating in the Program, you agree that you will perform all services under the Agreement outside the United States. If, for any reason, you cannot comply with this requirement, you must notify us.

Article XIV— Limited License

(a) **Company Limited License.** Subject to the terms of this Agreement and solely for the limited purposes of advertising Company Products and Services on, and directing end users to, the Company Site relating to the Program, we hereby grant you a limited, revocable, non-transferable, non-sub-licensable, non-exclusive, royalty-free license to (a) copy and display the Advertising solely on your Website(s); and (b) use only those of our trademarks and logos that we may make available to you as part of Advertising solely on your Website(s).

The license set forth in this Article XIV(a) shall immediately and automatically terminate if at any time you do not timely comply with any obligation under this Agreement or otherwise upon termination of this Agreement. In addition, we may terminate the license set forth in this Article XIV(a) in whole or in part upon written notice to you. You will promptly remove from your Website(s) and delete or otherwise destroy all the Advertising with respect to which the license set forth in this Article XIV(a) is terminated.

(b) **Partner Limited Cross License.** Subject to the terms of this Agreement and solely for the limited purposes of recognizing Partner as a member of Company's Partner Program, and for Company's promotion of the Program, hereby grants to Company, a limited, revocable, non-transferable, non-sub-licensable, non-exclusive, royalty-free license during the term of the Agreement to use Partner's licensed mark(s) made available to Company.

The license set forth in this Article XIV(b) shall immediately and automatically terminate upon termination of this Agreement. In addition, you may terminate the license set forth in this Article XIV(b) in whole or in part upon written notice to Company. Company will promptly remove from our Website(s) and delete or otherwise destroy all the Advertising with respect to which the license set forth in this Article XIV(b) is terminated.

Article XV— Limited License Restrictions

As a condition to Partner's use of, and limited license to, Company's Products and/or Services, Partner will not, and will not allow any third-party to: (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from, any portion of Company's Products and/or Services; (b) sell, sublicense, rent, lease, distribute, market, or commercialize Company's Products and/or Services, provided Partner may use Company's Products and/or Services in connection with an application available to Partner's end customers as long as they cannot access Company's Products and/or Services directly; (c) directly or indirectly circumvent or violate the technical restrictions of Company's Products and/or Services; (d) remove any identification, proprietary, copyright or other notices in Company's Products and/or Services or documentation; (e) modify or create a derivative

work of any portion of Company's Products and/or Services; (f) publicly disseminate performance information about or analysis of Company's Products and/or Services, or any licenses thereof, including benchmarking test results. Partner will comply with all applicable laws related to use of Company's Products and/or Services, including any applicable U.S. and international export regulations and anti-corruption laws.

Article XVI— Reservation of Rights

Other than the limited licenses expressly set forth in Article XIV(a), we reserve all right, title and interest (including all Intellectual Property Rights and proprietary rights) in and to, and you do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in or to, (a) Company's Products and Services, the Program, Links, link formats, Advertising, content, any domain name owned or operated by us or our affiliates, documentation, our and our affiliates' trademarks and logos, and any other intellectual property and technology that we provide or use in connection with the Program (including, without limitation, any application program interfaces, software development kits, libraries, sample code, and related materials), or (b) all works, inventions and other subject matter incorporating, based on or derived from any Company Products and Services, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), by whomsoever made, and the rights to such Derivates shall remain with Company. Partner has no right or license with respect to any Company Products and/or Services or Derivatives, except as expressly licensed under Article XIV(a) above, and subject to the terms of this Agreement. Company expressly reserves all other rights in and to Company Products and Services and Derivatives.

Article XVII— Miscellaneous

(a) **Compliance with Trade Laws and Ethical Standards.** Related to Partner's participation in the Program, Partner will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including, without limitation, laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003). Partner shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Company and shall perform its obligations hereunder in a manner that in Company's judgment reflects well upon Company and its brands. Partner shall not market Company Products and Services into countries under U.S. embargo or to individuals on U.S. government denied parties lists.

(b) **Compliance with Laws.** Partner use of Company Products and Services, and exercise of its rights hereunder shall comply (including any use or exercise by Partner's Agents and invitees to the extent permitted hereunder) with: the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the anti-corruption laws of other countries; U.S., European Union and other domestic or foreign data privacy laws in the jurisdictions within which Partner operates; and other laws, regulations or other executive, judicial or regulatory requirements to the extent applicable. Partner hereby represents and warrants that, in its performance under this Agreement Partner has not, and will not at any time, directly or indirectly, pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials, and employees of state-owned enterprises.

(c) **Violations.** Partner shall promptly inform Company in writing upon becoming aware of any violations of laws related to this Agreement. In the event of such a violation, Company will have the right to terminate this Agreement, without any liability whatsoever to Partner, immediately upon providing written notice of termination to Partner. Termination of this Agreement by Company under this Article shall be in addition to, and not in lieu of, Company's other legal rights and remedies.

(d) **Disclaimer.** THE COMPANY SITE AND RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE COMPANY SITE AND COMPANY PRODUCTS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE TRACKING DATA, THE OPERATION OF THE COMPANY SITE, COMPANY PRODUCTS AND SERVICES, OR ANY THIRD-PARTY'S PROCEDURES AND SYSTEMS FOR TRACKING AND REPORTING SALES GENERATED BY YOUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND COMPANY SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. COMPANY SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO ANY OF YOUR CUSTOMERS FOR DAMAGES ARISING OUT OF OR RELATED TO THE DELIVERY, USE OR PERFORMANCE OF COMPANY'S PRODUCTS OR SERVICES.

(e) **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE REFERRAL PARTNER PROGRAM. EXCEPT WITH RESPECT TO ANY OUTSTANDING REFERRAL FEES WHICH ARE PAYABLE TO PARTNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID TO PARTNER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY CLAIM, OR (II) \$1,000.

(f) **Relationship of Parties.** Partner and Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and Agent between the parties. Partner will have no authority to make or accept any offers or representations on Company's behalf. Partner will not make any statement, whether on Partner's Website(s) or otherwise, that reasonably would contradict anything in this section. Partner, as an independent contractor, will have sole responsibility for its expenses, taxes,

employees, sales representatives and Agents, and shall indemnify Company to the extent that Company incurs any liability with respect to the foregoing items.

(g) **Public Announcements.** Partner may not make any public announcement or press release about the terms or existence of the Agreement without Company's prior written approval and consent.

(h) **Confidentiality.**

1. **Definition of Confidential Information.** If Partner and Company have entered into a Non-Disclosure Agreement ("NDA"), this Agreement incorporates that NDA. As used herein, "**Confidential Information**" means all confidential information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Company's Confidential Information includes, but is not limited to, any non-public information Partner has access to through the Partner community; Company Products and Services, and Customer data to which Partner has access through Company's system by virtue of participating in the Partner Program. Confidential Information of the Disclosing Party also includes, but is not limited to, marketing plans; all technology, technical, financial, legal and business information of the Disclosing Party or any of its affiliates, suppliers, Customers and employees (including information about research, development, operations, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and derivatives thereof); product designs; and business processes. Confidential Information of each Party shall include this Agreement and discussions regarding the Partner relationship. However, Confidential Information (except for Customer data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without breach of any obligations owed to the Disclosing Party.

2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any related form or document to any third party other than its Agents without the other party's prior written consent, provided that a party that makes any such disclosure to its Agents shall remain responsible for such Agents' compliance with this "Confidentiality" section.

3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

(i) **Reservation of Rights.** Company reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. Company retains all right, title, and interest in and to Company Brand Features and the Company Site, together with all Intellectual Property Rights thereto.

(j) **Program Information.** Company will own all right, title and interest in and to all information that is created or collected in the operation of the Company Site including, without limitation: (i) any contact information collected from any Customers (the "**Contact Information**"); and (ii) any information collected about product or services sales at the Company Site submitted by Partner (the "**Sales Information**"). Company may make certain Sales Information available online to Partner from time to time. Partner will not disclose any Sales Information to any third party without Company's prior written approval and not use such Sales Information without the written approval of Company.

(k) **Order of Precedence.** In the event of an inconsistency between other agreements between Company and Partner (if any), and this Agreement, this Agreement will control.

(l) **Governing Law.** This Agreement shall be treated as though it were executed and performed in Fairfax County, Virginia, and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to conflict of law principles).

(m) **Language.** The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

(n) **Assignment.** This Agreement may be automatically assigned by Company in its sole discretion, including, without limitation, to a third party in the event of an acquisition, sale or merger.

(o) **Enforceability.** If any provision of this Agreement is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is held illegal, invalid or unenforceable, it shall be replaced, to the extent possible, with a legal, valid, and unenforceable provision that is similar in tenor to the illegal, invalid, or unenforceable provision as is legally possible.

- (p) **Waiver.** No waiver of any provision of this Agreement shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing.
- (q) **Survival.** Company's rights under this Agreement shall survive any termination of this Agreement.
- (r) **Notices.** Notices may be made by Company by email or through posting on the Company Site. Notices and other communications to Partner, as required or permitted to be given hereunder, that are posted on the Company Site and/or otherwise emailed to the email address provided in your application, shall be deemed effective upon posting or emailing. Notice or other communications to Company shall be sent by email to customer support at support@coras.com and shall be deemed effective one (1) business day after emailing.
- (s) **Binding.** This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement contains the entire agreement between Company and Partner with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between Company and Partner with respect to the subject matter hereof.
- (t) **Authority.** Each party hereby represents that the individual executing this Agreement has the authority and capacity to enter into this Agreement.
- (u) **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Partner and govern participation in the Program, superseding any prior or contemporaneous agreements between Company and Partner.
- (v) **Arbitration.** Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof and the enforceability of this arbitration clause), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential binding arbitration in Fairfax County, Virginia, except that, to the extent you have in any manner violated or threatened to violate our Intellectual Property Rights, we may also seek injunctive or other appropriate relief in any state or federal court in the Commonwealth of Virginia (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this Agreement shall be conducted under the rules of the AAA in existence at the time of the commencement of the arbitration. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Each party shall bear its own attorneys' fees, costs, and expert witness fees. Each party shall bear one-half of the arbitration fees and arbitration costs incurred through AAA.
- (w) **Independent Investigation.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH

YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, Company and Partner have caused this Agreement to be executed by their respective, duly authorized officers or representatives, effective as of the last date set forth below.

Date: _____, 20__

COMPANY

By: _____

Name: _____

Title: _____

Address for Notices:

7918 Jones Branch Drive, Ste 800

McLean, VA 22102

Phone: (703) 910-5090

Email: contracts@coras.com

Date: _____, 20__

PARTNER

By: _____

Name: _____

Title: _____

Address for Notices:

Phone: _____

Email: _____

SCHEDULE A

REFERRAL FEES

Reseller Partner and Technology Partner

Requirements:

- Minimum of five (5) leads per quarter, based on a 12/31 calendar year; and
- One (1) completed deal per quarter resulting from a lead provided by Partner

Referral Fees:

- Upon completion of any deal(s) during the quarterly period specified, Partner shall earn a 10% Referral Fee for monthly contracts and a 20% Referral Fee for yearly contracts.
- * **Reseller Resale Price.** Nothing in the Agreement or this Schedule A shall be deemed to establish or restrict the price at which Reseller may offer Company Products and/or Services.

SCHEDULE B

TRAINING REQUIREMENTS

Partners are required to train and retain at least two (2) employees (ideally one (1) employee that is technically oriented and one (1) employee that is marketing oriented) and competent to support Company's Products and Services. Employees will be deemed competent so long as they have completed the training set forth below and maintain their Company certification. All training is virtual in nature (and not in-person). The following training requirements apply to all Partners (whether a Reseller Partner or Technology Partner).

Product	Course No.	Course Title	Price
CorasNow	CorasNow 101	Product Training	\$650 per seat (waived if completed within 90 days from the date of the Partner Agreement)
CorasWorks	CorasWorks 101	Product Training	\$650 per seat (waived if completed within 90 days from the date of the Partner Agreement)
Coras	N/A	N/A	Please contact training@coras.com

Classes for two (2) to eight (8) employees on the above-listed courses are also available; please contact training@coras.com for pricing.

If any Partner would like specific/more detailed training on CorasNow or CorasWorks, or any training on the Coras product, please contact training@coras.com so we can create a training that is right for you. Such customized training will require Partners to engage with Company's Professional Service Team. Pricing is dependent on the complexity and length of the training.

Training courses have a prerequisite of successful certification in lower courses before progressing to any next tier of training.

In addition to the above-listed courses, Company offers free online tutorials to get initially started on the basics of the Coras and CorasWorks software.