

SITETRACKER

PARTNER GENERAL TERMS

THESE PARTNER GENERAL TERMS are entered into on [xx] (the “**Effective Date**”) between

SITETRACKER, INC., a Delaware corporation (“**Sitetracker**”) and having its address at 491 Bloomfield Ave, Montclair, New Jersey 07042, United States

and

[Name of Partner], incorporated and registered in [Country] with company number [xxxxxx] and having its registered office at [Address] (“**Partner**”).

Where this Agreement is entered into as a click-through as part of a Partner Order, the Partner details referenced above shall be deemed to be those set out in the applicable Partner Order.

Sitetracker and Partner may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1. Definitions.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Sitetracker or Partner. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.

“**Agreement**” means these Partner General Terms, and any incorporated Program Addenda, and any further schedules or appendices attached hereto.

“**Confidential Information**” means all confidential information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**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. Sitetracker’s Confidential Information includes, but is not limited to its Services, any third-party applications integrated into Services, any non-public information to which Partner has access through this Agreement, and any customer information or data to which Partner has access through this Agreement. Confidential Information of each Party, as the Disclosing Party, shall include, without limitation, its products, services, technologies methodologies, product plans, customer and prospect data and information, business and marketing plans, financial information, technical information, and business processes. Confidential Information of both Parties 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 an obligations owed to the Disclosing Party.

“**Intellectual Property**” or “**IP**” means any copyright, trade secret, patent, trademark or other intellectual property right of any kind in a Party’s products, work product, developments and services, including any derivatives.

“Partner General Terms” means the terms of these Partner General Terms, excluding any Program Addenda.

“Partner Order” means an order form or other written agreement which may be executed by the Parties, for the purpose of setting out specific items, services, and/or deliverables provided by Sitetracker to the Partner or vice versa. If applicable, each Partner Order shall specify any applicable fees or costs payable by either Party for services rendered, licenses granted, or other items provided under the Partner Order, as well as any relevant payment terms and conditions. Each Partner Order shall be governed by this Agreement and the terms of the Program Addendum, as specified in the Partner Order.

“Professional Services” means certain professional services offered by Sitetracker, including services related to configuration and optimization of the Subscription Services, change management and business practice optimization, and education and training.

“Program Addendum” means an addendum to this Agreement containing terms for a particular type of activity to be engaged in by the parties under this Agreement.

“Subscription Services” means: (i) the Sitetracker software application or applications offered by Sitetracker, (ii) all new versions, updates, revisions, enhancements, improvements, derivatives and modifications of the foregoing, and (iii) any associated documentation provided by Sitetracker.

“Services” means Professional Services and Subscription Services offered by Sitetracker.

2. Overview.

2.1. This is a master agreement containing the terms and conditions related to various activities undertaken by the Parties. The Parties may sign one or more Program Addenda under this Agreement for activities to be engaged in hereunder. Each validly executed Program Addendum incorporates the terms of the Partner General Terms, and any reference to “this Agreement” shall refer to the Partner General Terms and applicable Program Addenda.

3. Intellectual Property.

3.1. **Proprietary Rights.** Subject to the limited licenses and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either Party any of the other Party’s IP in the other Party’s technology, products or services. Sitetracker, and its licensors shall retain all right, title and interest in and to: (i) the Services, all derivative works thereof and all related documentation; (ii) all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the Services, including any deliverables produced as a result; and (iii) all its marketing materials and all other information provided by Sitetracker hereunder. Except as expressly stated in this Agreement, this Agreement does not grant the Partner any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or Sitetracker’s other technology, products or services.

3.2. **Trademark Restrictions and Cross-License.**

- 3.2.1. **Sitetracker Trademarks.** The Sitetracker trademarks or service marks may not be used in any manner except as expressly permitted in this Agreement or with Sitetracker's prior written consent. Partner shall not bid on or purchase "Sitetracker" as a keyword in any keyword advertising service (such as, for example, Google AdWords) except with Sitetracker's prior written consent. Except as reasonably required to perform Partner's obligations hereunder, Partner may not publish any advertisement that includes any Sitetracker trademarks without prior approval by Sitetracker's legal and marketing teams.
- 3.2.2. **Partner Trademarks.** Sitetracker may use Partner's trademarks (including Partner's company name, and any other marks or logos associated therewith or otherwise used by Partner) for the purpose of identifying and promoting Partner and in connection with Sitetracker's rights and obligations under this Agreement. Sitetracker shall not use Partner's trademarks in any manner except as expressly permitted herein or with Partner's prior written consent.
- 3.2.3. **Cross-License.** Each Party grants to the other Party a nonexclusive, non-transferable, non-sublicensable, royalty-free license during the term of this Agreement to use the granting Party's trademarks in any jurisdiction in which the granting Party has acquired and/or acquires rights, solely in furtherance of the purposes of this Agreement. Any use of a Party's trademarks as licensed herein shall be in accordance with the granting Party's reasonable trademark usage policies, with proper markings and legends. During the term of this Agreement, neither Party shall make any express or implied statement or suggestion, or use the other Party's trademarks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on the other Party or its business, products, services or reputation. Each Party shall cease, or adjust the manner of, its use of the other Party's trademarks at the request of the granting Party in its sole discretion. The granting Party may withdraw any approval of any use of its licensed trademarks at any time in its sole discretion upon thirty (30) days' written notice to the other Party.
- 3.3. **Partner's Use of Sitetracker Marketing Materials.** In furtherance of the Parties' relationship under this Agreement, Sitetracker may make available to Partner marketing materials and tools. The Parties will mutually agree in writing (such as for example within a Partner Order) to all specific marketing activities, and Sitetracker shall have the right to object to and thereby prohibit the use of Sitetracker's materials on or in any of Partner's marketing content at any time in its sole discretion. Subject to the terms of this Agreement, and solely during its term, Sitetracker grants to Partner a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right to use such marketing materials for the sole purpose of marketing and promoting the Services. Partner's rights under this license are limited to unmodified versions of Sitetracker's then-current marketing materials, including all copyright, trademark and other proprietary rights notices included on such marketing materials. Sitetracker may change or discontinue the availability of any marketing materials at any time in its sole discretion. Upon receipt of notice of any such change, Partner shall promptly modify or discontinue its use of such affected marketing materials.
- 3.4. **Feedback.** Partner grants Sitetracker a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable, license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Partner relating to the operation of Sitetracker or its Affiliate's Services.
- 3.5. **Competitive Applications.** Subject to Sitetracker's and Partner's respective rights and obligations hereunder, Sitetracker acknowledges that Partner may market, develop or publish

applications that are similar to or otherwise compete with the Services or other Sitetracker applications, products and services, and Partner acknowledges that Sitetracker may market, develop and publish applications that are similar to or otherwise compete with Partner's Applications, products or services. Notwithstanding the foregoing, the Partner agrees not to, and shall ensure that its Affiliates and employees do not use, copy or modify Sitetracker's IP for the development of any products that compete directly or indirectly with the Services.

4. Confidentiality.

- 4.1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination of this Agreement, disclose to any person any Confidential Information except as set out in this Clause.
- 4.2. Each Party may disclose the other Party's Confidential Information:
 - (a) to its (and its Affiliates') employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its (and if applicable its Affiliates') employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's Confidential Information are bound by confidentiality obligations no less protective than as set out in this Clause; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance is provided, if the Disclosing Party wishes to contest the disclosure.
- 4.3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

5. Warranties.

- 5.1. Each Party represents and warrants that:
 - (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
 - (b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and
 - (c) neither this Agreement nor its performance of its obligations hereunder shall knowingly place either Party in breach of any other contract or obligation with a third party.

6. Compliance with Laws

- 6.1. **General.** Partner shall comply, and shall ensure any third parties performing sales or referral activities on Partner's behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders, including, but not

limited to, trademark and copyright laws, ICANN policies and procedures governing domain names, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, *et seq.* (the “**FCPA**”) and applicable export control laws or regulations (collectively “**Applicable Laws**”) and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Sitetracker, its customers, the Services, or the public. Partner shall promptly inform Sitetracker in writing upon becoming aware of any violations of Applicable Laws in connection with this Agreement.

6.2. Anti-Corruption. Each Party shall comply with all anti-corruption laws and regulations, including but not limited to the FCPA, the U.K. Bribery Act 2010, and the Australia Criminal Code Act 1995 (Cth) and Crimes Act 1900 (NSW), as each may be amended or re-enacted, and as each may apply to the Parties’ activities under this Agreement. It is the Parties’ intent that no payments or transfers of anything of value shall be made (including without limitation to any government official, political party or party official, candidate for political office, employee of a government owned or controlled business, or any person acting in an official capacity on behalf of a government entity (a “**Government Official**”)) which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Partner will (a) ensure that any persons or entities involved in Partner’s performance under this Agreement are informed of and comply with the obligations and restrictions in this Clause 6.2 (Anti-Corruption), (b) immediately advise Sitetracker in the event that Partner knows or reasonably suspects that any bribes, kickbacks, payoffs or other improper payments have been or may be made in connection with this Agreement, and (c) immediately notify Sitetracker if Partner or any of its Affiliates (including any director, employee, direct or indirect owner, representative, consultant or agent who is or will be involved in Partner’s activities hereunder for Sitetracker) is, or becomes during the term of this Agreement, a Government Official or a close family member of a Government Official.

6.3. Privacy and Data Protection. Each Party will comply with all applicable privacy and data protection laws with respect to any personal data it receives from the other party in connection with this Agreement. Without limiting any other obligations under this Agreement, each Party will implement appropriate physical, technical and administrative safeguards to protect the security, confidentiality and privacy of personal data received from the other Party.

6.4. Export Restrictions. The Services may be subject to international rules that govern the export and re-export of software. Partner shall comply with all applicable international and domestic export and re-export laws that apply to the Services, as well as any applicable end-user, end-use and destination restrictions issued by national governments. The Services shall not be exported, re-exported, accessed, or downloaded by any person in any embargoed countries under the United States export laws, which currently include Iran, North Korea, Cuba, Syria, Sudan and the Crimea, or by any person or entity prohibited from accessing the Services and Partner Services pursuant to sanctions imposed by the United States, Canada, the United Kingdom, the European Union or any of its member states, or Australia. Partner should consult <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern> for lists that Partner must check.

6.5. **Periodic Certification.** Sitetracker may require Partner to provide periodic certifications to Sitetracker regarding its compliance with this Clause.

7. Limitation of Liability.

7.1. **Limitation of Liability.** IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ALL PROGRAM ADDENDA AND PARTNER ORDERS EXCEED THE LESSER OF \$100,000.00 USD AND THE FEES PAID BY PARTNER PURSUANT TO THIS AGREEMENT DURING THE YEAR DURING WHICH A CLAIM IS MADE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, DATA, OR DATA USE, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH PARTY OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8. Term and Termination.

8.1. **Term.** This Agreement starts on the Effective Date and will be in effect until the earlier of (i) it being terminated in accordance with this Clause; and (ii) all Program Addenda and/or Partner Orders having expired.

8.2. **Termination for Convenience.** Either Party may terminate this Agreement for its convenience, (i.e., for any reason or no stated reason) by providing ninety (90) days' prior written notice thereof to the other Party.

8.3. **Termination for Cause.**

(a) **Immediate.** Either Party may immediately terminate this Agreement, a Program Addendum and/or a Partner Order upon written notice to the other Party if (i) the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors, (ii) the other Party publicly announces (including by reporting it in SEC filings) that it has reached agreement to acquire or be acquired by the terminating Party's competitor, (iii) a Party learns of circumstances that give it reason to believe that the other Party has engaged in illegal conduct or unethical business practices in connection with performance of this Agreement.

(b) **With Notice.** Subject to the foregoing, either Party may terminate this Agreement, Agreement, a Program Addendum and/or a Partner Order upon thirty (30) days' written notice

to the other Party of such other Party's material breach of this Agreement if the breach is not cured during that period.

8.4. Effect of Termination.

8.4.1. The Agreement as a whole shall remain in effect until all Program Addenda and Partner Orders in effect have either expired or been terminated in accordance with their respective provisions, unless the Agreement is terminated for cause in accordance with Clause 8.3. In the event of termination for cause of this Agreement, the entire Agreement, including all Program Addenda and Partner Orders, shall immediately terminate. If the Agreement is terminated for convenience in accordance with Clause 8.2, it shall remain in effect until the expiration or termination of the last remaining Program Addendum and Partner Order.

8.4.2. For the avoidance of doubt, termination for cause shall be in addition to, and not in lieu of either Party's other legal rights, and remedies. If Partner terminates this Agreement for cause, Sitetracker will refund the prorated portion of any prepaid Fees covering the period following such termination, if applicable.

8.4.3. Upon effective termination of the entirety of this Agreement, all of Partner's rights in this Agreement shall cease.

9. Surviving Provisions. The following Clauses shall survive any termination of this Agreement: Clause 3 (Intellectual Property); Clause 4 (Confidentiality); Clause 6 (Compliance with Law); Clause 7 (Limitation of Liability); Clause 8.4 (Effect of Termination); and Clause 9 (Surviving Provisions).

10. Relationship of the Parties. This Agreement does not create a franchise, joint venture, agency, fiduciary or employment relationship between Partner and Sitetracker, notwithstanding the use of the term "partner" in this Agreement. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this Agreement. Partner shall not make any proposals, promises, warranties, guarantees, or representations on Sitetracker's behalf or in Sitetracker's name without Sitetracker's prior written consent. No Partner employee shall be construed as an employee of Sitetracker (whether common-law or otherwise) for any purpose and no Partner employee shall be entitled to any compensation, benefits or other perquisites to which an Sitetracker employee would be entitled.

11. General Provisions.

11.1. **Costs.** Each Party shall be fully responsible for its own costs with respect to this Agreement.

11.2. **Cooperation on Disputes.** Partner shall cooperate with Sitetracker in regard to any inquiry, dispute or controversy in which Sitetracker may become involved and of which Partner may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and interviews of Partner's personnel. Such obligation shall continue after the expiration or termination of this Agreement.

- 11.3. **Assignment.** Neither Partner nor Sitetracker may assign any rights or obligations under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld or delayed), provided either Party may assign this Agreement without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning Party's assets not involving a direct competitor of the other Party. This Agreement shall be binding upon the successors and permitted assigns of both Parties.
- 11.4. **Entire Agreement.** Partner agrees that these Partner General Terms, the Program Addenda, any documents that are incorporated into this Agreement by written reference (including reference to information contained in a URL and/or referenced policies and/or guides), and any applicable Partner Order, constitutes the complete agreement between the Parties relating to matters this out in this Agreement. This Agreement supersedes and replaces any prior representations, written or oral, regarding all matters set out in this Agreement.
- 11.5. **Severance.** If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.
- 11.6. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 11.7. **Variation.** This Agreement and any Partner Order that Sitetracker and Partner enter into may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by authorized representatives of Partner and Sitetracker.
- 11.8. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 11.9. **Order of precedence.** In the event of any conflict or inconsistency between the provisions in the Partner General Terms, any Program Addendum, and any Partner Order entered into by the Parties, the order of precedence shall be as follows: (i) Partner Order, (ii) Program Addendum, and (iii) the Partner General Terms. The Parties agree that any term or condition stated in a Partner-issued purchase order or in any other Partner order documentation which has not been executed by Sitetracker is void.
- 11.10. **Counterparts.** This Agreement and any Partner Order entered into by the Parties may be executed in two or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.
- 11.11. **Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to Partner shall be addressed to the contact designated by Partner for Partner's relevant partner account, and in the case of billing-related notices, to

the relevant billing contact designated by Partner. Notices to Sitetracker shall be addressed to the attention of the Partner Manager with a copy sent to Sitetracker's Legal Department at legal@sitetracker.com.

11.12. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of England and Wales, if the Partner is domiciled in the United Kingdom, European Union/European Economic Area, Australia or New Zealand; or Delaware, if the Partner is domiciled anywhere else, without regard to its conflict of law principles that would require a different result. Each Party irrevocably consents to the exclusive jurisdiction of the courts located in England and Wales if the Partner is domiciled in the United Kingdom, European Union/European Economic Area, Australia or New Zealand; or Delaware, if the Partner is domiciled anywhere else, for any action arising out of this Agreement and waives, to the fullest extent permitted by law, any objection to such venue.

12. Program Addenda. The Parties agree that the following addenda as selected (or as referred to in a Partner Order as applicable) are incorporated into this Agreement and shall be valid and effective between the Parties as of the Effective Date or the date on which the Partner Order referring to this Agreement and applicable Addendum are entered into:

Incorporated [x]	Addendum
	Addendum A – Referrals
	Addendum B – Partner Subscription Services Access
	Addendum C – Partner Training and Certification

Signed by each Party's authorized representative:

SITETRACKER, INC.

PARTNER

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Addendum A – Referrals

1. Definitions.

- 1.1 “**Addendum**” means the terms of this Addendum A - Referrals.
- 1.2 “**Lead Form**” is the form as attached in Exhibit A
- 1.3 “**Referred Customer**” means any third-party customer who, as a direct result of the Partner’s referral in accordance with Clause 3 of this Addendum, enters into a binding agreement with Sitetracker for the purchase of Subscription Services. A Referred Customer must be a new customer to Sitetracker, having no prior purchase history or active agreements with Sitetracker for any of its services or products at the time of referral.
- 1.4 “**Referral Fees**” means the fees payable by Sitetracker to the Partner for each Referred Customer. The calculation of Referral Fees are set out in Clause 4 of this Addendum or in an applicable Partner Order.
- 1.5 “**Referral Percentage**” means the percentage rate applied to determine the amount of the Referral Fees payable to the Partner, as set out in Clause 4 of this Addendum or in an applicable Partner Order.

2. Overview

- 2.1 Under the terms of this Addendum, the Partner is authorized to identify and refer potential customers to the Sitetracker. This Addendum specifies the terms and conditions that apply to such referral activities.

3. Customer Referral Services.

- 3.1 Partner shall identify each bona fide prospective customer to Sitetracker using a Lead Form. Lead Forms shall be submitted to jforeman@sitetracker.com, and all Lead Forms shall be subject to (i) acceptance by Sitetracker, in its sole discretion; and (ii) the criteria set out in Clause 3.2. The prospects may be located anywhere in the world where it is lawful for Sitetracker to provide Services to the prospect.
- 3.2 The Lead Form shall not be effective if (a) the prospect, an affiliate of prospect or other entity within the prospect’s group, is already under contract to receive any services from Sitetracker, (b) the prospect is identified to Sitetracker by any of its other resellers, distributors, partners or other representatives prior to receipt of the Lead Form from Partner, (c) as evidenced by its records, Sitetracker has communicated with the prospect prior to receipt of the Lead Form from Partner or (d) the prospect is solicited or procured by Partner other than in compliance with this Addendum.
- 3.3 Lead Forms will automatically expire and be of no further effect on the earlier of (i) three (3) months after their date if no commercial agreement has been fully executed between the prospect identified therein and Sitetracker; and (ii) 30 days after their date if no introductory meeting between the prospect and Sitetracker has been booked; unless such period has been extended in writing by Sitetracker in its sole discretion.

- 3.4 Partner acknowledges and agrees that no Referral Fees will be paid to Partner by Sitetracker for the referral of a prospect for whom Partner did not actively participate in the development and/or solicitation of the prospect as required hereunder.
- 3.5 Sitetracker is not required to contact, meet, or enter into a contract, with any prospect. Sitetracker is entitled to refuse to enter into any agreement with, or provide any services to any prospect for any reason or for no reason at all in its sole discretion.
- 3.6 The Parties shall cooperate with each other and shall generally provide each other with all information reasonably necessary or advisable to promote a purchase of the Services from prospective customers identified on Lead Forms.
- 3.7 At all times during the effective term of this Addendum, Partner shall provide such reasonable assistance to Sitetracker as Sitetracker may request in furtherance of converting a prospect to a Referred Customer.
- 3.8 Partner will have no power or authority to bind Sitetracker. Partner shall make no warranties or representations on behalf of Sitetracker, provided that Partner may communicate the content of Sitetracker's published sales materials to prospects.

4. Compensation

- 4.1 **Referral Fees.** If Sitetracker collects any fees from a Referred Customer which (i) was introduced to Sitetracker in accordance with Clause 3; and (ii) subject to an effective Lead Form; Sitetracker shall pay Partner Referral Fees equal to ten percent (10%) of the first year of the total Subscription Services fees (excluding any taxes, refunds, credits, insurance, duties, set-up fees, fees for consulting, support, maintenance, technical support, training or other types of services) paid by a Referred Customer to Sitetracker subject to any applicable caps or conditions set forth in this Addendum.
- 4.2 **Cap.** The Referral Fees payable to the Partner under this Addendum for all Referred Customers shall be subject to a total annual cap of \$100,000 USD.
- 4.3 **Process.** The Referral Percentage set out in this Addendum shall only be applicable to a Referred Customer, if confirmed by Sitetracker when accepting the Lead Form. From time to time, the Parties may agree to a different Referral Percentage applicable to certain prospects specified and agreed in writing by the Parties in a Partner Order.
- 4.4 **Payment.** Sitetracker shall pay Partner the Referral Fees within thirty (30) days after receipt of the Subscription Services fees from Referred Customer.
- 4.5 **Expenses.** Partner will be solely responsible for its expenses incurred in performing the referral services.

5. **Warranty Disclaimer.** OTHER THAN THE WARRANTIES SET FORTH IN THE PARTNER GENERAL TERMS OR IN THIS ADDENDUM, ANY SERVICES PROVIDED BY EACH PARTY ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER AND NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ITS ABILITY TO GENERATE ANY SALES AS CONTEMPLATED BY THIS

AGREEMENT. THE PARTIES HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Term and Termination

- 6.1 **Term.** This Addendum commences on the date it is either (i) effectively executed between the Parties; or (ii) referred to in an effectively executed Partner Order. The initial term of this Addendum will expire upon the later of (i) (12) months; and (ii) expiry of all Lead Forms. Following such initial term, the Parties may agree to renew this Addendum for a period of twelve (12) months (or such other period as agreed) in writing.
- 6.2 **Consequences of Termination.** Upon effective termination of this Addendum, the provision of Subscription Services or other contracts with Referred Customers will continue in accordance with their terms. Sitetracker may continue to attempt to convert prospects to customers. In the event prospects are converted to customers after this Addendum has terminated, Sitetracker shall have no obligation to pay any Referral Fees.

EXHIBIT A

Lead Form

Representative			
Company Name			
Address			
Individual Name			
Title			
Telephone #			
Facsimile #			
Email			
Prospective Customer – General Information			
Company Name			
Address			
Telephone #			
http://www.			
Prospective Customer – Key Contacts			
Individual Name		Individual Name	
Title		Title	
Telephone #		Telephone #	
Email		Email	
Description of Customer Requirements, Environment, Special Requirements, Etc.			
Dates			
Today's Date		Estimated Close Date	

Addendum B – Partner Subscription Services Access

1. Definitions.

- 1.1. “**Addendum**” means the terms of this addendum.
- 1.2. “**User**” means an individual who is authorized by Partner to use the Subscription Service, and to whom Partner (or Sitetracker at Partner’s request) has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Partner.

2. Overview

- 2.1. Partner and Sitetracker have agreed to collaborate on exploring potential opportunities to market and sell the Services to third-party customers. In furtherance of this objective, Sitetracker may make its Subscription Services available to the Partner to enable the Partner to assess and demonstrate its functionality and value to potential third-party customers.
- 2.2. This Addendum sets out the terms and conditions governing the Partner’s access to and use of the Subscription Services.

3. Order Process

- 3.1. **Partner Orders.** Partner and Sitetracker will enter into a Partner Order specifying Subscription Services purchased and any applicable fees.
- 3.2. **No Cancellation.** All Subscription Services are non-cancellable, non-transferable, non-refundable. Any payment obligations under a Partner Order shall survive termination of this Agreement.

4. Subscription Access Grant.

Sitracker grants Partner a limited, non-transferable, non-exclusive right during the term as set out in the applicable Partner Order for Users to use and access the Subscription Services.

5. Usage Restrictions.

- 5.1. Unless otherwise agreed in writing by the Parties, the granted access to Subscription Services shall be used solely for: (i) demonstration of the Subscription Services to potential customers for Sitetracker, (ii) training of Partner’s personnel hereunder, and (iii) provision of professional services to customers on the use of the Subscription Services and/or any such customizations, enhancements and/or integrations thereof, provided that Sitetracker agreed in writing the scope of such professional services.
- 5.2. Partner is responsible for all activities that occur in Partner User accounts, and for its and Partner Users’ compliance with this Agreement and applicable Documentation. In no event shall Partner (i) sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any third party (except as expressly provided in this Agreement) the Subscription Services in any way; (ii) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or

transmit material in violation of third-party privacy rights, (iii) use the Subscription Services to send or store any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (iv) modify or make derivative works based upon the Subscription Services; (v) create Internet "links" to the Subscription Services, or "frame" or "mirror" them; (vi) permit direct or indirect access to or use of any Subscription Services in a way that circumvents a contractual usage limit, or use any of our Subscription Services to access or use any of our Intellectual Property except as permitted under this Agreement, a Partner Order (as applicable), or the documentation; (vii) interfere with or disrupt the integrity of performance of the Subscription Services or the data contained therein; (viii) access any Subscription Services in order to build a competitive product or service or to benchmark with a non-Sitetracker product or service; (ix) reverse engineer the Subscription Services in any manner; (x) share data or content from the Subscription Services with Sitetracker's competitors; (xi) attempt to gain unauthorized access to any Subscription Services, or related systems or networks; or (xii) copy Subscription Services, or any part, feature, function or user interface thereof.

5.3. Partner User subscriptions cannot be shared or used by more than one individual user but may be reassigned from time to time to new users who are replacing former users who no longer need to use the Subscription Services under this Agreement. Partner's or a User's violation of the foregoing, or any use of the Subscription Services in breach of this Agreement, documentation, or Partner Order (as applicable), by Partner or Partner's Users that in Sitetracker's judgment imminently threatens the security, integrity or availability of Sitetracker's products or services, may result in Sitetracker's immediate suspension of the Subscription Services. Sitetracker will use commercially reasonable efforts under the circumstances to provide Partner with an opportunity to remedy such violation or threat prior to any such suspension.

5.4. Without limiting any other restrictions set forth in this Agreement, Partner's use of any Subscription Services is subject to additional restrictions. Specifically, Partner shall not:

- a) Remove or modify any program markings or any notice of Sitetracker's or Sitetracker's licensors' proprietary rights;
- b) Make the Subscription Services, any materials delivered hereunder, or any materials resulting from the Subscription Services available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein;
- c) Modify in any way any of Sitetracker's IP;
- d) Use or duplicate Sitetracker's IP provided to Partner for any purpose other than as specified in this Agreement or make Sitetracker's IP available to unauthorized third parties; or
- e) Use Sitetracker's IP for Partner's own internal business operations, or use or make Sitetracker's IP available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than as expressly permitted in this Agreement.

6. Salesforce Platform. The following applies to Partner's access and use of the Salesforce Platform via the Subscription Services:

6.1. **General.** The Subscription Services are developed and operate on the Salesforce Platform and are hosted by Salesforce. This Addendum entitles Partner to use the Salesforce Platform as part of the Subscription Services, and does not entitle Partner to use any other Salesforce product or service except as expressly provided in this Addendum.

6.2. **Salesforce Terms of Use.** Partner's use of the Subscription Services and the Salesforce Platform provided as part thereof, is also governed by the terms and conditions of the Salesforce TOUs (located at <https://www.salesforce.com/company/legal/agreements>, or such successor URL as may be published by Salesforce from time to time). Unless otherwise specified herein or in an Partner Order, Partner may not use Salesforce Platform subscriptions acquired under this Addendum (a) in a manner or for a purpose other than as needed to use the Subscription Services in the form provided to Partner by Sitetracker, (b) to develop new applications, (c) to create custom objects, (d) to utilize custom objects other than those delivered by Sitetracker as part of the Subscription Services or implementation of the Subscription Services, or (e) to access the Salesforce Campaigns, Leads, Opportunities, Cases, Solutions or Forecasts objects. If Partner's access to the Subscription Services provides Partner with access to any functionality of the Salesforce Platform that is in excess of the functionality described in the applicable documentation, Partner agrees to not access or use such functionality. Partner agrees that noncompliance with the terms set forth in this paragraph would be a material breach of the Agreement and the Salesforce TOUs.

7. Indemnification

7.1. **By Partner.** Partner agrees to indemnify, defend and hold Sitetracker, its directors, officers, shareholders, employees, Affiliates and its licensees harmless from and against any losses finally awarded in connection with any claim, loss cost, fine, or expense, including reasonable attorneys' fees, arising out of Partner's breach of Intellectual Property rights of Sitetracker; provided, however, that Partner shall have no obligation to indemnify, defend, or hold Sitetracker harmless unless Sitetracker promptly notifies Partner in writing of the claim, allows Partner to control the defense and settlement of such claim, and cooperates with Partner in the defense of the claim or in any related settlement negotiations.

7.2. **Indemnification Procedures.** The indemnified party will provide prompt written notice of any indemnifiable claim and will reasonably cooperate with the indemnifying party in connection with any such claim, at the indemnifying party's cost. The indemnifying party will control, and may defend or settle, any such claim, provided that it may not enter into any settlement that imposes any liability or obligation on the indemnified party without the indemnified party's written consent.

8. Warranties & Disclaimers

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR ANY PROGRAM ADDENDUM, SITETRACKER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SUBSCRIPTION SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING. SITETRACKER'S IP IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. IN NO EVENT WILL SITETRACKER BE LIABLE TO PARTNER (OR TO ANY INDIVIDUAL OR ENTITY AFFILIATED WITH PARTNER) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE

OPERATION OR AVAILABILITY OF THE SUBSCRIPTION SERVICES OR ANY OTHER SITETRACKER PRODUCT OR SERVICE, MADE AVAILABLE, ACCESSED OR USED AS PART OF PARTNER'S PARTICIPATION IN THE PARTNER PROGRAM.

9. Term

This Addendum commences on the date it is either (i) effectively executed between the Parties; or (ii) referred to in an effectively executed Partner Order. The term of this Addendum will expire upon the expiry of all Partner Orders containing Subscription Services.

Addendum C – Partner Training and Certification

1. Overview

Sitetracker may make available to Partner certain training classes (both live and on demand), certifications, and training services, (collectively, “**Training and Certification Products**”). Partner represents to Sitetracker that Partner is purchasing the Training and Certification Products solely for non-competing, internal business purposes, and not as a consumer. Partner hereby represents that it is not a direct competitor of Sitetracker. Sitetracker’s direct competitors are prohibited from purchasing and registering Training and Certification Products, except with Sitetracker’s prior written consent.

2. Order Process

- 2.1. **Partner Orders.** Partner and Sitetracker will enter into a Partner Order specifying Training and Certification Products purchased and any applicable fees.
- 2.2. **No Cancellation.** All Training and Certification Products are non-cancellable, non-transferable, non-refundable, cannot be used for services or activities other than for those purchased or registered, and not subject to acceptance. All Training and Certification Products must be consumed within twelve (12) months from the effective date of the purchase as specified on the related Partner Order, and any unused Training and Certification Products shall expire thereafter with no further credit or refund and shall have no value thereafter. Partner shall reimburse Sitetracker for all reasonable travel expenses incurred in connection with performance of the Training and Certification Products.

3. Location and Schedule

- 3.1. **Private Training Classes:** The location and start date for private training classes will be mutually agreed upon by Sitetracker and Partner. For private training classes that are held at Partner’s location, Partner shall provide Sitetracker an appropriate training room with a projector and an adequate Internet connection (including a hard-line connection if Wi-Fi is not adequate) and other requirements or capabilities reasonably requested by Sitetracker that are necessary for the training.
- 3.2. **Public Training Classes:** Public training classes are meant to be conducted online and may include other customers and/or partners. The schedule of the public training classes will be made available by Sitetracker to Partner after the purchase or registration of the Training and Certification Products is complete.

4. Cancellation and Rescheduling Policy for Instructor-led Classes

- 4.1. **Partner Cancellation and Rescheduling for Instructor-led Classes**

Sitetracker requires written notice of a cancellation or reschedule request no less than fourteen (14) calendar days prior to the class start date; otherwise, Partner will forfeit 100% of the pre-paid training fees and reimburse Sitetracker for all reasonable travel expenses incurred in connection with such canceled training. Partner must send such a

notice in writing directly to Sitetracker.

4.2. Sitetracker Cancellation and Rescheduling for Instructor-led Classes

Sitracker may cancel training classes more than fourteen (14) calendar days prior to the start date of the class ("**Cancellation**"). Partner will be notified by phone or email record on file with Sitetracker. Partner is responsible for any expenses Partner incurs arising from such Cancellation. In the event of a Cancellation, Partner will be able to register for a substitute class, if requested by Partner in writing no later than 20 (twenty) calendar days after the Cancellation, and to the extent available.

5. Fees

Partner agrees to pay the total fee amount stated on a Partner Order. Fees paid for Sitetracker's Training and Certifications Products hereunder may not be used for training delivered under a separate statement of work. Any payment obligations under a Partner Order shall survive termination of this Agreement.

6. Applicable Terms

If Partner is purchasing directly from Sitetracker, then the Training and Certifications Products as described herein are provided pursuant to this Addendum.

7. Intellectual Property

Any course materials provided or made available in connection with Training and Certification Products is owned by Sitetracker, and no part of any course materials may be used for any other purpose other than for the collaboration between the Parties to exploit business opportunities together, reproduced, stored in a retrieval system, disseminated, transmitted, published in any form or by any means, including without limitation, electronic, mechanical, photocopying, photographing, recording or otherwise, or translated into any language, or shared with any unauthorized third party without the prior written permission from Sitetracker.

8. Warranties

SITETRACKER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRAINING AND CERTIFICATION PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY.

9. Term

This Addendum commences on the date it is either (i) effectively executed between the Parties; or (ii) referred to in an effectively executed Partner Order. The term of this Addendum will expire upon the expiry of all Partner Orders containing Training and Certification Products.