



REFERRAL PARTNER AGREEMENT

Last Updated: January 1, 2018

Welcome to PlanetTogether's referral program (the "Referral Program") provided by PlanetTogether, Inc. a California corporation with its principal place of business located at 662 Encinitas Blvd, Suite 280, Encinitas C.A. 92024 ("PlanetTogether").

BY SUBMITTING THE FORM INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU (A) AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE REFERRAL PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS AGREEMENT. IN ADDITION, IF THIS AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS AGREEMENT, IN WHICH CASE ANY REFERENCE TO "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY.

ENROLLMENT; SCOPE. To participate in the Referral Program, you must submit to PlanetTogether a complete and accurate Partner Application form on <http://www.planettogether.com/become-a-partner> indicating that you agree to the terms and conditions of this Agreement. PlanetTogether will evaluate your application and notify you of its acceptance or rejection. This Agreement is effective as of the date PlanetTogether notifies you that your application has been accepted (the "Effective Date"). This Agreement sets forth the terms and conditions pursuant to which you (the "Referral Partner") may, but is not obligated to, refer to PlanetTogether third parties (each a "Lead") for purposes of acquiring PlanetTogether software products ("Software") and services (collectively such Software and services, the "Products"). Referral Partner will be compensated for purchases by Lead as set forth herein.

1. APPOINTMENT AND AUTHORITY.

1.1. Appointment. PlanetTogether hereby appoints Referral Partner, and Referral Partner hereby accepts such appointment, as PlanetTogether's non-exclusive referral representative under the terms and conditions set forth herein. In such capacity, Referral Partner will have the right to promote and discuss with Leads those Products authorized in advance by PlanetTogether. PlanetTogether will have the right to update such authorized Products upon written notice to Referral Partner.

1.2. Description of Authority. Referral Partner's authority under this Agreement shall be limited to: (a) providing Leads to PlanetTogether for the purpose of PlanetTogether soliciting orders for the Products, (b) providing descriptions and information about the Products to potential Leads in accordance with the provisions of this Agreement, (c) demonstrating the Products, if applicable, in accordance with Section 2.0, and (d) performing the tasks listed in Section 3.0 or such other tasks as the parties shall mutually agree upon. Referral Partner shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of PlanetTogether nor shall PlanetTogether be liable for any acts, omissions to act, contracts, commitments, promises or representations made by Referral Partner.

1.3. Collateral. In conjunction with referring Leads to PlanetTogether, Referral Partner shall have the authority to provide such Leads with a high-level product description, sales and marketing brochures and other collateral material supplied to Referral Partner by PlanetTogether or specifically approved by PlanetTogether in writing ("Collateral"). Referral Partner shall have no right to make any changes, additions or other modifications to such Collateral.

2. DEMONSTRATION. Referral Partner shall have the authority to provide demonstrations of the Products in accordance with this Section 2.0.

2.1. License. Subject to terms and conditions of this Agreement, PlanetTogether hereby grants to Referral Partner a nonexclusive, non-sublicenseable, nontransferable, revocable, royalty-free, limited license to perform and display the Products in a non-production environment solely for the purpose of demonstrating the Products to potential Leads. Referral Partner shall not use the Products except as explicitly provided under this Section 2.1. Without limiting the foregoing, Referral Partner shall not directly or indirectly use or otherwise exploit the Products under this Agreement for its own general internal use or for commercial exploitation.

2.2. Restrictions. Referral Partner shall not reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from any software or any part thereof provided in object code format as part of the Software. Except as expressly provided herein, Referral Partner may not use, modify, reproduce, sublicense, distribute or otherwise provide to third parties the Software, in whole or in part. Referral Partner shall not remove, obscure or alter any proprietary notices on the Collateral or Software, including, but not limited to, copyright notices and shall not permit any third party to do so.

3. OBLIGATIONS OF REPRESENTATIVE.

3.1. Referral Form. Referral Partner shall complete fully and submit an online referral form <http://planettogether.com/refer>, (“Referral Form”), for each Lead. PlanetTogether may update the Referral Form from time to time in its sole discretion.

3.2. Information. Upon request, Referral Partner shall discuss each Lead in detail with PlanetTogether and shall provide PlanetTogether with all relevant non-confidential information it has regarding each Lead and the relevant commercial market conditions. Upon PlanetTogether’s request, Referral Partner agrees to actively introduce PlanetTogether to the Lead by arranging a meeting, conference call or other means of communication with the Lead.

3.3. Business Methods. Referral Partner shall conduct all of its business in Referral Partner’s own name and in a businesslike and professional manner. Referral Partner will not engage in any deceptive, misleading illegal or unethical business practices and agrees to comply with all applicable laws, regulations, rules, ordinances and orders.

3.4. No Guarantees. Referral Partner shall not make representations or guarantees concerning Products, accept the return of, or make any allowance for such Products. Referral Partner shall indemnify and defend PlanetTogether against any damages or claims resulting from any unauthorized representations or guarantees concerning the Products.

3.5. Compliance with Policies. Referral Partner shall abide by the applicable policies and procedures of PlanetTogether as in effect from time to time and as communicated to Referral Partner.

3.6. Publicity. Referral Partner hereby grants to PlanetTogether a license to include Referral Partner’s trademarks and service marks on portion of PlanetTogether’s website that reference its partners. PlanetTogether is under no obligation to include or maintain the display of any such marks. PlanetTogether may issue press releases from time to time pertaining to the relationship created by the parties hereunder and/or a particular end user. All content pertaining to such press releases is subject to Referral Partner’s review and approval, not to be unreasonably withheld.

3.7. Further Assistance. Referral Partner shall furnish such other assistance as PlanetTogether may from time to time reasonably request.

4. OBLIGATIONS OF PLANETTOGETHER.

4.1. Marketing Information. From time to time PlanetTogether may supply Referral Partner with the Collateral to enable Referral Partner to perform its duties and obligations under this Agreement.

4.2. Demonstration. At a time and location mutually agreed upon by the parties, PlanetTogether shall provide a demonstration or demonstration video of the Software to Referral Partner personnel.

4.3. Acceptance. PlanetTogether may, in its sole discretion, either accept or decline any Lead submitted by Referral Partner. Once accepted, a Lead is deemed a "Qualifying Lead," for purposes of this Agreement.

5. TERMS OF SALE. PlanetTogether shall determine the terms and conditions (including pricing) pursuant to which it shall offer the Products to Qualifying Leads, provided, however, that such Products shall be provided pursuant to PlanetTogether's standard agreement for such (a copy of which will be delivered to Referral Partner upon request) together with any changes thereto as may be agreed to by PlanetTogether and such Qualifying Leads (collectively, the "Purchase Agreement").

6. PAYMENT TERMS.

6.1. Referral Fee. Subject to the terms and conditions of this Agreement, for each Qualifying Lead that purchases Software from PlanetTogether pursuant to a Purchase Agreement, PlanetTogether shall pay the Referral Partner the referral fee set forth in Appendix A below, unless a different referral fee agreed upon in advance by the parties in writing in connection with a specific potential Lead (in either case, the "Referral Fee"). Except as provided herein, Referral Partner shall not be entitled to any fees or payments by PlanetTogether with respect to such Qualifying Lead, regardless of (a) the terms of the Purchase Agreement between PlanetTogether and such Qualifying Lead, (b) any renewal of the Purchase Agreement between PlanetTogether and such Qualifying Lead, or (c) whether PlanetTogether enters into subsequent agreements with such Qualifying Lead.

6.2. Payment Terms. Within 60 days following PlanetTogether's actual receipt of the related Software license fees from each Qualifying Lead, PlanetTogether shall pay to Referral Partner the aggregate installment amount of Referral Fees earned by Referral Partner pursuant to this Section 6. All Referral Fees shall be paid in US Dollars.

6.3. Exceptions. No Referral Fees shall be paid (a) if Referral Partner provides to PlanetTogether any incorrect or misleading information about the Lead or fails to complete a Referral Form, (b) if a Qualified Lead does not execute a Purchase Agreement with PlanetTogether for the provision of Products within 12 months after PlanetTogether's receipt of a Referral Form pertaining to such Lead, (c) for the provision of any services or products other than Software; (d) for any Lead that is a then-current customer or was previously a customer of PlanetTogether, (e) for any Lead with whom PlanetTogether had substantive contact prior to Referring Partner's submission of a Referral Form for such Lead, or (f) if Lead was previously referred to PlanetTogether by a third-party pursuant to the Referral Program or otherwise.

6.4. Payment upon Termination. Subject to this Section 6, following termination of this Agreement, PlanetTogether shall pay Referral Partner the Referral Fees for any Qualifying Leads for which Purchase Agreements are executed on or before the effective date of termination. Except as provided in this Section 6.4, PlanetTogether shall have no obligation to pay Referral Fees to Referral Partner after the effective date of termination.

6.5. Expenses. Referral Partner shall be responsible for all expenses incurred by it in connection with the implementation and performance of its duties and obligations under this Agreement, including, but not limited to: expenses incurred in fulfilling its duties and responsibilities as provided in Section 3.0; compensation, bonuses, and benefits, if any, for its personnel; costs and expenses associated with establishing and maintaining its sales organization and offices; advertising, Software demonstration and promotion expenses; and any and all taxes, fees, duties, tariffs or charges which may be imposed on Referral Partner under applicable law.

6.6. Multiple Referrals. In the event that two or more authorized representatives of PlanetTogether for any reason whatsoever, claim a Referral Fee for the same Qualifying Lead, PlanetTogether reserves the right to award the Referral Fee to one of the representatives or to divide the Referral Fee among the representatives in such proportions as PlanetTogether shall determine to be equitable, and its decision to do so and the manner in which it does shall be final and binding on all parties involved. In no case shall the total amount of Referral Fees paid with regard to any such Qualifying Lead exceed the maximum Referral Fee that could be earned if only one representative was responsible for the Qualifying Lead.

7. INTELLECTUAL PROPERTY RIGHTS. As between the parties, PlanetTogether shall retain all right, title and interest in and to the PlanetTogether Products, Proprietary Marks (defined in Section 9.0 below), Confidential Information, Collateral and other items provided by PlanetTogether under this Agreement, and all intellectual property rights in and to the foregoing.

8. CONFIDENTIALITY. Any non-public information disclosed or made available by PlanetTogether hereunder shall be deemed "Confidential Information". Confidential Information shall be treated as confidential and proprietary information of PlanetTogether. Referral Partner shall hold the Confidential Information in strictest confidence and shall protect the Confidential Information with at least the same degree of care as the Referral Partner uses in maintaining as secret its own confidential and proprietary information, but in no case less than a reasonable degree of care. Referral Partner shall not, directly or indirectly, use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Confidential Information to any third party, or utilize the Confidential Information for any purpose whatsoever other than as expressly contemplated by this Agreement. The obligation of confidentiality described in this Section 8.0 shall survive termination of this Agreement for any reason.

9. TRADEMARKS. Referral Partner recognizes and concedes for all purposes that all trademarks, service marks or other designations ("Proprietary Marks") or other identifying marks provided by PlanetTogether or affixed to the Collateral or Products whether or not registered, constitute PlanetTogether exclusive property and cannot be used except in connection with promoting the Products. PlanetTogether hereby grants, and Referral Partner hereby accepts, a non-exclusive, non-transferable, non-sublicenseable, non-assignable, royalty-free license to use the Proprietary Marks solely for purposes of marketing the Products to Leads as further described herein; provided, however, that Referral Partner shall provide with samples of each use of Proprietary Marks prior to such use and shall refrain from all uses that PlanetTogether informs Referral Partner are detrimental to PlanetTogether's investment in such Proprietary Marks. Referral Partner agrees that any case of Proprietary Marks shall inure to the benefit of PlanetTogether. Referral Partner agrees it shall not use, register or otherwise appropriate any name, mark or logo which is similar to or may be confused with any name, mark or logo licensed by PlanetTogether hereunder.

10. NO WARRANTY. Any warranty for the Products shall be fulfilled directly from PlanetTogether to Leads, as further set forth in the applicable Purchase Agreement. THE PRODUCTS, COLLATERAL, PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND ALL OTHER SERVICES OF PLANETTOGETHER ARE PROVIDED HEREUNDER "AS IS" AND, WITH RESPECT TO THE FOREGOING, PLANETTOGETHER AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11. TERM; MODIFICATION. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party in writing. Either party may terminate this agreement for any reason. Termination of the Agreement for any reason shall not affect obligations that have accrued as of the date of termination. Sections 2.2, 3.3, 3.4, 5, 6.4, 8, 9, and 11 through 13 shall survive termination or expiration of the Agreement; otherwise, all rights and obligations of the parties shall terminate upon any such termination or expiration. PlanetTogether may amend this Agreement from time to time in its sole discretion by posting an amended version and sending Referral Partner written notice thereof (including email notification). Such amendment shall become effective 30 days after such notice (unless Referral Partner first terminates this Agreement

pursuant to Section 11). Referral Partner's continued participation in the Referral Program after such 30 day notice period will confirm Referral Partner's consent to such amendment. Except for the foregoing, all modifications to this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement.

12. LIMITATION ON LIABILITY. IN NO EVENT SHALL PLANETTOGETHER OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT FOR FAILURE TO PAY REFERRAL FEES, IN NO EVENT SHALL PLANETTOGETHER OR ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES TO REPRESENTATIVE EXCEED IN THE AGGREGATE \$10,000, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

13. GENERAL. Neither party shall be liable to the other party for failure or delay in performing its obligations under this Agreement when such failure or delay is due to any cause beyond the control of the party concerned, including acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing who take their rights hereunder. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement shall be governed by the laws of the State of California, without regard to California conflict of laws rules. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Southern District of California or in state court in San Diego, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. Except for notifications of modifications to this Agreement pursuant to Section 11 (which may be delivered to Referral Partner via email), all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party (i) at the address set forth on at the beginning of this Agreement for PlanetTogether, or at the address set forth in the Referral Program application for Referral Partner. During the term of this Agreement and for twelve (12) months thereafter, Referral Partner will not solicit for employment or hire any employee or contractor of PlanetTogether.

Appendix A

REFERRAL FEES

Referral Partner will receive referral fees as listed below (net of customer discounts, taxes, partner discounts or fees, refunds or other similar reductions as determined by PlanetTogether) actually received by PlanetTogether from a Qualified Lead's initial Software purchase pursuant to a new Purchase Agreement. Referral Partner will receive no consideration for any fees of any kind except as described below.

Referral Fees:

- 10% of perpetual license or first year of Subscription

There are no ongoing commissions for service, support, maintenance or subscription renewals.

There are no commissions for proof-of-concept (POC) projects, which are designed to cover sales costs.

Notwithstanding the foregoing, if a Qualifying Lead is entitled to a refund under the Purchase Agreement, Referral Partner, as determined by PlanetTogether in its reasonable discretion, shall make equitable adjustments to the Referral Fees based upon the amount of such refund including a refund of applicable Referral Fees that have previously paid to Referral Partner.