Select your preferred award option for referrals you make to eXperticity:

Cash
Receive your $500 or $1,000 Referral fee in the form of a check.

No Payment
This option is designed for Partners that would like to receive the benefits of membership in the Referral Program but would prefer not to receive a Referral fee for their referrals to eXperticity.

*is the form of award payment I wish to receive for my referrals to eXperticity.

Step 3: Agreement - Terms and Conditions

ATTENTION! ONCE YOU CLICK THE "I AGREE" BUTTON DISPLAYED HEREWITH, THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING EITHER UPON YOU PERSONALLY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR UPON THE COMPANY OR OTHER LEGAL ENTITY ON BEHALF OF WHICH YOU ARE ACTING (COLLECTIVELY HEREINAFTER "YOU"). YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT GOVERNING THE EXPERTICITY REFERRAL PROGRAM BEFORE CLICKING "I AGREE."

REFERRAL AGREEMENT

This Referral Agreement ("Agreement") is entered into as of the date on which You click the "I Agree" button displayed herewith, between You and eXperticity Inc., a Delaware corporation ("eXperticity"), with its headquarters located at 224 South 200 West Suite 250, Salt Lake City, Utah, 84101. eXperticity and You are sometimes referred to herein collectively as the "parties," and each individually as a "party." Capitalized terms are defined throughout this Agreement and in Section 7. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT SUBJECT TO APPROVAL.**

The effectiveness of this Agreement is subject to eXperticity's approval in writing (via mail, fax or e-mail) of Your application for participation in the eXperticity Referral Program ("Approval"), and this Agreement shall be effective as of the date of the Approval ("Effective Date"). eXperticity may reject or decline to accept your application for any or no reason at its sole discretion. eXperticity may conduct background checks and other screening measures of any sort in connection with your application, and You hereby give consent to eXperticity to take such action. If eXperticity approves your application, you may refer sales leads within the Territory to eXperticity during the term and in accordance with all terms and conditions of this Agreement, to enable eXperticity to solicit orders for eXperticity products and/or services ("Products")

2. LIMITATIONS OF ACTIVITIES.

2.1. Limitations on Activities. Your activities under this Referral Agreement shall be limited as follows:

2.1.1 You shall conduct all of Your business in Your own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws (as set forth in Section 6.6), and not perform any act which would or might reflect adversely upon the Products or the business, integrity or goodwill of eXperticity.

2.1.2 You shall not be, or purport to be, authorized to legally represent eXperticity or to conduct negotiations on behalf of eXperticity. You shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of eXperticity or register this Agreement under local registered agency law nor shall eXperticity be liable for any acts, omissions to act, contracts, commitments, promises or representations made by You.

2.1.3 You shall not use any trademarks, names or other identifiers owned or used by eXperticity ("Marks"), except that You may refer to eXperticity and the Products in conversations and written correspondence with potential customers in the same manner as eXperticity does in its own marketing materials and website. Any other use of Marks (e.g., on Your website) has to be designed in compliance with eXperticity trademark usage guidelines and be pre-approved by eXperticity in writing.

2.1.4 You are an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create an employer-employee relationship; (c) give You the authority to bind eXperticity to any contract with a third party; (d) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (e) appoint you as a commercial agent.

2.1.5 All financial and other obligations associated with Your business are solely your responsibility. As an independent contractor, the mode, manner and method used by You shall be under Your sole control and You shall be solely responsible for risks incurred in the operation of Your business and the benefits thereof. You shall bear all of Your own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by eXperticity.

2.1.6 You shall not make any representations or other statements about Products, prices or business practices, except that You shall forward to potential customers (i) unmodified marketing materials provided by eXperticity and (ii) references to eXperticity's standard conditions of sale, as published by eXperticity on its website or otherwise.

2.2 No License. You acknowledge and agree that no license is granted under this Agreement to use or access any Products, any of eXperticity's proprietary technologies embodied therein, or any data, information or other content provided thereby. As between eXperticity and You, eXperticity retains all right, title and interest in and to the Products and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual

property rights or similar rights in connection therewith, and You acknowledge that You neither own nor acquire any rights in or to the Products.

2.3. Nonexclusive Referral Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the parties. Each party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, once You establish a Commissionable Lead (as defined below) with eXperticity, You will not refer a direct competitor of eXperticity to such Commissionable Lead. You will not enter into an agreement with a third party the effect of which would prohibit your submission of a Proposed Lead pursuant to this Agreement.

3. REFERRALS.

3.1 Submission of Leads. You shall identify each potential customer ("Proposed Lead") and relevant commercial conditions relating to such Proposed Lead in a eXperticity Lead Form ("XLF"), a standard form generated by eXperticity (and available online via a link provided to You by eXperticity), or refer the Proposed Lead via some other method jointly agreed to by eXperticity and You. At eXperticity's request, You agree to (i) supply any additional information reasonably requested by eXperticity, (ii) discuss each completed XLF in detail with eXperticity, and (iii) assist eXperticity in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.

3.2 Acceptance of Leads. Within a reasonable period of time following Your submission of an XLF, eXperticity shall review the XLF to determine whether to accept the Proposed Lead as commissionable under Section 4.1 below, or reject the Proposed Lead pursuant to this Section 3.2 and will provide You with a written (including email) notification of its acceptance or rejection of a Proposed Lead ("Referral Confirmation"). eXperticity will be under no obligation to accept any XLF submitted by You and may reject or decline to accept XLFs for any or no reason at its sole discretion, including, without limitation, because:

3.2.1 the Proposed Lead was an existing customer of eXperticity's at the time of submission of the XLF;

3.2.2 eXperticity was already involved in preliminary or advanced discussions relating to the sale of a subscription to the Proposed Lead at the time of submission of the XLF;

3.2.3 an XLF (or similar document) has previously been submitted to eXperticity by You or any third party with respect to the Proposed Lead;

3.2.4 the Proposed Lead (a) does not meet eXperticity's credit requirements, (b) is on a list of restricted or prohibited parties issued by the government of the United States or any other jurisdiction, or (c) is located in a country that is subject to a United States trade embargo or that is deemed a terrorist supporting country by the United States Government; or

3.2.5 the Proposed Lead is located outside the Territory, or is located in an area in which eXperticity has an exclusive arrangement for the sale of Products or in which eXperticity is otherwise prohibited by agreement from accepting.

3.3 Pursuit of Leads by eXperticity. The method of contacting and following up with Proposed Leads will be determined in eXperticity's sole discretion; provided, however, that You agree to actively support eXperticity in the sales process with Proposed Leads when requested by eXperticity. eXperticity shall have sole discretion to refuse to offer any Products to any third party without liability to You.

4. COMMISSIONS.

4.1 Commissionable Leads. A Proposed Lead qualifies as commissionable ("Commisionable Lead") only if:

4.1.1 You have submitted an XLF for the Proposed Lead in accordance with Section 3.1; and

4.1.2 eXperticity has accepted the Proposed Lead as a Commissionable Lead (i.e., not rejected the Proposed Lead for any of the reasons stated in Section 3.2, or otherwise).

4.2 Commissions and Payment. Subject to Your compliance with all terms and conditions of this Agreement, eXperticity will pay You commissions equal to $500 for each ProMotive.com contract and $1,000 for each 3point5.com contract. Commission payments (less any applicable withholding taxes or other levies) will be due on the last day of the month following the quarter in which eXperticity receives payment of the Lead Referral Revenue.

4.3 Reports. Within thirty (30) days after the end of each calendar quarter during which You have submitted five (5) or more Commissionable Leads, eXperticity will issue quarterly reports to You by mail, e-mail or through an online system, which will show the Lead Referral Revenue generated by each Commissionable Lead and the commission amounts earned by You as a result. Each report shall be deemed final and accepted by You unless eXperticity receives a detailed written objection within thirty (30) days of Your receipt of eXperticity's report. Following receipt of a written objection, the parties shall attempt, in good faith, to agree to the amount of the Lead Referral Revenue during the quarter. If the parties are unable to reach an agreement within thirty (30) days of receipt of the written objection, the dispute shall be resolved in accordance with the provisions of Section 6.1.2 below.

4.4 Modifications. eXperticity may, in its sole discretion, modify the XLF submission process, the percentage amounts of commissions and conditions relating to commissions upon thirty (30) calendar days written notice. Such changes will only affect XLFs submitted by You after said thirty (30) day period.

4.5 Commissions After Termination. Except in the event of termination for breach by You, eXperticity will continue to pay You commissions in accordance with Section 4.2 on Lead Referral Revenue received following termination of the Agreement for the duration of the applicable Commissionable Period for Commissionable Leads accepted during the Term, and

eXperticity will continue to issue reports in accordance with Section 4.3 until the end of the applicable Commissionable Period.

4.6 No Other Payments. Except as expressly provided in this Section 4, You are not entitled to any fees, reimbursements or other payments. You shall promptly refund to eXperticity any overpayments (e.g., Commissions on Lead Referral Revenue that was reduced due to returns by the customer).

4.7 Right of Set-Off. eXperticity may, to the extent permitted by applicable law, deduct from and set off against any amounts eXperticity may owe to You from time to time (including commission payments), any such amounts as may be owed by You to eXperticity.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect until terminated.

5.2 Termination for Convenience. This Agreement may be terminated by either party for any or no reason upon written notice to the other party thirty (30) days prior to the desired termination date (or with such minimum advance notice asis required by applicable law). There is no minimum term of this Agreement.

5.3 Termination for Cause. Either party may terminate this Agreement, effective immediately, (a) in the event of a material breach by the other party, which the other party fails to cure within five (5) business days of receipt of a written request to cure from the other party, or (b) if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute. If, at the time of Your acceptance of this Agreement or any time thereafter, eXperticity would be prohibited from doing business with You under United States export regulations and controls, this Agreement shall automatically be null and void.

5.4 Effect of Termination. Sections 2, 4.5, 4.6, 5.4, and 6 shall survive termination of this Agreement. Upon termination of this Agreement for any reason, You shall immediately cease the use of all eXperticity brochures, literature, documentation and other materials within Your control and shall return such materials to eXperticity within ten (10) business days. Except as provided in Section 4.5, You shall have no rights or claims against eXperticity in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, You hereby irrevocably waive any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

6. MISCELLANEOUS.

6.1. Governing Law and Arbitration.

6.1.1 This Agreement and any dispute arising out of or in connection with this Agreement ("Dispute") will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Utah, USA (excluding principles of conflicts of law), as if this Agreement were executed in and to be wholly performed in the State of Utah. In construing this Agreement, neither of the parties hereto shall have any term or provision construed against such party solely by reason of such party having drafted the same.

6.1.2 Except as provided in Section 6.1.3, all Disputes arising under this Agreement or connected herewith shall be finally and exclusively resolved by binding arbitration to be conducted by one arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. If the parties are unable to agree on a single arbitrator, then such binding arbitration shall be conducted before a panel of three (3) arbitrators that shall be comprised of one (1) arbitrator designated by each party and a third arbitrator designated by the two (2) arbitrators selected by the parties. The arbitrators shall be knowledgeable in the chosen law and the software industry. At either party's request, the arbitrators shall give a written opinion stating the factual basis and legal reasoning for their decision. The arbitrators shall have the authority to determine issues of arbitrability and to award compensatory damages, but they shall not award punitive or exemplary damages. The parties, their representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. Unless the parties agree otherwise, the arbitration proceedings shall take place in Salt Lake City, Utah, USA, and the arbitrator(s) shall apply the law of the State of Utah, USA, to all issues in dispute. The findings of the arbitrators shall be final and binding on the parties. Judgment may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect.

6.1.3 Either party may, at its sole discretion, seek preliminary judicial relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief). Also, the provisions of this Section 6.1 may be enforced by any court of competent jurisdiction.

6.1.4 If it is necessary for either party to retain the services of an attorney or attorneys to enforce the terms of this Agreement or to file an action to enforce any of the terms, conditions or rights contained herein, or to defend any action, then the prevailing party in any such action will be entitled to recover from the other party its reasonable fees for attorneys and expert witnesses, plus such court costs and expenses as may be fixed by any arbitration panel or court of competent jurisdiction.

6.2. No Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted.

6.3 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum

extent possible to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

6.4 Notices. Except as otherwise expressly provided herein, all notices, approvals, consents and other communications required or permitted under this Agreement will be invalid unless made in writing and given (a) by eXperticity via mail, fax or e-mail (to the address or number You provide) or by way of a posting on eXperticity's Referral Program Website (available under "Partners" at www.eXperticity.com), or (b) by You via email to partners@eXperticity.com and at the address set forth in the first paragraph of this Agreement to the attention of General Counsel or such other address as may be subsequently specified by eXperticity.

6.5 Assignment. You may not assign, subcontract or delegate this Agreement or any of Your rights or obligations hereunder, in whole or in part, including without limitation by operation of law, without eXperticity's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. eXperticity may assign this Agreement and subcontract or delegate its obligations hereunder to any third party with or without Your consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

6.6 Compliance.

6.6.1 You represent and warrant that (i) You will conduct Your business activities in a legal and ethical manner; (ii) You have submitted and will submit complete and truthful information in connection with your application for participation in the eXperticity Referral Program and all referrals of Proposed Leads; (iii) You will submit all filings and obtain any approvals that may be necessary for You to perform Your obligations under this Agreement, (iv) You will commit no act that would reflect unfavorably on eXperticity; (v) You are not a party with whom eXperticity is prohibited from doing business under U.S. export regulations and controls; and (iv) You will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with Your performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property laws.

6.6.2 You will comply with all export control and anti-boycott laws and regulations of the United States. In particular, without limitation, You will refrain from (i) referring Proposed Leads that could be suspected of engaging in re-exports that would be illegal under applicable U.S. law, and (ii) disclosing any technical information related to Products to prohibited persons or destinations in violation of U.S. law. You certify that neither Products nor any technical data related thereto nor the direct product thereof are intended (a) to be used for any purpose prohibited by the applicable export laws or regulations, including but not limited to nuclear proliferation, or (b) to be shipped or exported, either directly or indirectly, to any country to which such shipment is prohibited by the applicable export laws or regulations.

6.6.3 You acknowledge that any sums paid to You under this Agreement are for Your own account and that, except as appropriate to carry out Your duties set forth herein in a legal manner, You did not, have no obligation to, and will not, directly or indirectly, give, offer, pay,

promise to pay, or authorize the payment of money or any thing of value to any other person in connection with the performance of Your referral activities hereunder. In particular, without limitation, You agree not to take any actions that would cause You or eXperticity to violate the United States Foreign Corrupt Practices Act or any other anti-bribery law.

6.7 Indemnification. You shall indemnify, defend and hold eXperticity, its directors, officers, employees and agents harmless from and against any and all third party claims, causes of action, liabilities, costs, damaged and expenses (including reasonable legal fees) arising out of, related to or in connection with, directly or indirectly, any act, default, misrepresentation or any omission on Your part (including, without limitation, negligence and breach of this Agreement), or any of Your agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

6.8 Non-Solicitation. To the extent permissible under applicable law, you are prohibited from soliciting any of the employees of eXperticity (either directly or through agents), without written permission of eXperticity, during the term of this Agreement and for a period of one (1) year following its termination.

6.9 Counterparts; Headings. This Agreement may be executed by means of an electronic signature (including by clicking "I Agree," as applicable) and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

6.10 Entire Agreement and Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. Any amendments or renewals to this Agreement shall be invalid unless made in a writing that is signed by duly authorized representatives of both parties. This Agreement takes precedence over any additional or inconsistent terms contained in XLFs, Referral Confirmations or other communications, unless eXperticity expressly agrees to derogate from a specifically referenced section of this Agreement in a duly signed writing.

6.11 Advice of Counsel. You acknowledge that You have had an opportunity to review thie Agreement and to consult Your own legal counsel and professional advisors with respect to the execution and performance of this Agreement.

6.12 Limitations of Liability. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXPERTICITY WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL

EXPERTICITY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE PAYMENTS PAID BY EXPERTICITY TO YOU DURING THE PRECEDING TWELVE MONTHS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THIS SECTION IS SEVERABLE AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7. DEFINITIONS.

"Commissionable Period" means, in respect of a Commissionable Lead, a period of one (1) year from Your submission of the XLF for such Commissionable Lead.

"Commissionable Product(s)" means the Product(s) specified as commissionable on the eXperticity Referral Program Website, as updated from time to time in eXperticity's sole discretion, or as specified by eXperticity in writing.

"Lead Referral Revenue" means any payments actually received by eXperticity from a Commissionable Lead during the Commissionable Period for the first year's fees under a subscription agreement for the Commissionable Lead's first order of a Commissionable Product, minus any taxes, subsequently credited charges, write-offs, refunds or charge backs. For the avoidance of doubt, Lead Referral Revenue does not include any amounts received for follow-up orders, additional sales, renewals, or for products or services that are not Commissionable Products at the time of the relevant Referral Confirmation, such as professional services, support services, training services or third party software products purchased by a Commissionable Lead, nor does it include amounts that are owed by the Commissionable Lead but have not actually been received by eXperticity.

"Territory" means the geographic area(s) in which Your Proposed Leads shall be located, and which shall be determined in eXperticity's sole discretion, whose description is as follows: Worldwide, excluding Brazil, Japan, Malaysia, Peoples Republic of China, Middle East, Africa, Cuba, Sudan, North Korea, Iran, Syria or any other country to which the United States has chosen to embargo goods, as such list of countries may be updated from time to time.

BY CLICKING "I AGREE" YOU ARE REPRESENTING THAT (1) YOU HAVE SUBMITTED TRUE AND COMPLETE INFORMATION IN CONNECTION WITH YOUR APPLICATION, (2) YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND (3) YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF OR THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO ENTER INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MUST CLICK "I DECLINE" AND YOU WILL NOT BE ELIGIBLE FOR PARTICIPATION IN THE EXPERTICITY **REFERRAL PROGRAM.**

*to/the terms and conditions in the eXperticity Referral Program Agreement.