



## REFERRAL PARTNER PROGRAM AGREEMENT

THIS REFERRAL PARTNER PROGRAM AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 2024 (the "Effective Date"), by and between Addium, Inc., a Washington corporation with its principal place of business located at 1300 NE Henley Ct. Ste. 6, Pullman, WA 99163 ("Company") and \_\_\_\_\_, a \_\_\_\_\_ [limited liability company / corporation], registered to do business in \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, together with its affiliates and subsidiaries, ("Partner"). Company and Partner may be referred to individually as a "Party" and collectively as the "Parties".

1. **Scope of the Agreement.** Company is in the business of providing agricultural, environmental, food safety, and quality control sensors, measurement devices and hardware ("Hardware") and related software ("Software") (collectively, the "Products"). Partner desires to assist Company, and Company desires to appoint Partner, as an independent, non-exclusive representative to solicit orders for Authorized Products (defined below) from end user prospective customers ("Leads"). Partner agrees to assist with setting up qualification, demonstration, and facilitation of quoting for Leads procured by Partner on behalf of Company. Company shall provide pricing and contract paperwork directly to Leads and their final purchase paperwork and agreement is executed directly with Company. Company shall provide onboarding, Software training, and Software support to Partner as set forth herein. Partner shall be compensated for purchases by Leads procured by Partner on behalf of Company as set forth herein.

a.

2. **Appointment & Authority.**

b. Non-Exclusive Appointment. Company hereby appoints Partner, and Partner hereby accepts such appointment, as Company's independent, non-exclusive, referral representative under the terms and conditions set forth herein. In such capacity, Partner will have the right to promote and discuss with Leads those Products authorized in advance by Company in writing ("Authorized Products"). Company has the right to update such Authorized Products in its sole discretion at any time. Company will use reasonable efforts to provide written notice to Partner of such update(s).

c. Description of Authority. Partner's authority under this Agreement shall be limited to: (i) providing Leads to Company for the purpose of Company soliciting orders from the Leads for the Authorized Products, (ii) providing descriptions and information about the Authorized Products to Leads in accordance with the provisions of this Agreement, (iii) demonstrating the Authorized Products to Leads, if applicable, in accordance with Section 7, and (iv) performing the tasks listed in Section 3 or such other tasks as the Parties shall mutually agree upon in writing. Partner shall not have the authority to make any commitments or agreements or to incur any liabilities whatsoever on behalf of Company, nor shall Company be liable for any acts, omissions, contracts, commitments, promises, or representation made by Partner.

d. Collateral. In conjunction with soliciting and referring Leads to Company, 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 Partner by Company in writing ("Collateral"). Partner shall have no right to make any changes, additions, or other modifications to such Collateral.

3. **Obligations of Partner.**

a. Referral Form. Partner is required to fully complete a Referral Form for each Lead, including any requested information for the referred Lead, and deliver the completed Referral Form to Company.

b. Information. Partner agrees to actively introduce Company to the Lead by arranging a meeting, conference call, or other means of communication with the Lead.

c. Compliance with Laws. shall at all times comply with all applicable laws, rules and regulations in the performance of its obligations under this Agreement, and, at their own cost and expense, maintain all certifications, credentials, licenses and permits necessary to fulfill their obligations under this Agreement.

d. Business Conduct of Partner. Notwithstanding anything to the contrary in this Agreement, Partner shall: (i) refrain from deceptive, unfair, anti-competitive, misleading or unethical practices; (ii) conduct business in a manner that reflects favorably on the Products and the good name, goodwill and reputation of Company; (iii) make no representations, warranties or guarantees to any third party with respect to the specifications, features, or capabilities of the Products, other than as expressly set forth in the Collateral prepared by Company for the Products; (iv) refrain from separating or altering any Collateral or Products; and (v) sell, either directly or indirectly, or assign, or transfer any Products to any person. Partner shall abide by the applicable policies and procedures of Company as in effect from time to time and as communicated to Partner, which may be revised by Company at any time in its sole discretion.

e.

#### 4. **Obligations of Company.**

a. Marketing Information. From time to time, Company shall supply Partner with the Collateral to enable Partner to perform its duties and obligations under this Agreement.

b. Demonstration. At a time and location mutually agreed upon by the Parties, Company shall provide a demonstration of the Authorized Products to Partner personnel.

c. Acceptance of Referrals. All referrals will be validated by Company. Company may, in its sole discretion, accept or decline any Lead submitted by Partner. If accepted by Company, a Lead is deemed a "Qualified Lead" for the purpose of this Agreement.

f.

5. **Terms of Sale**. Company shall solely determine the terms and conditions or other agreements (including pricing) pursuant to which it shall offer any Products to Leads. Partner shall not negotiate or offer to negotiate any terms or conditions or other agreements on behalf of Company with respect to the Products or otherwise.

g.

#### 6. **Payment Terms.**

a. Referral Fee. Subject to the conditions in this Section 6 and other applicable provisions of this Agreement, for each Qualified Lead that purchases Authorized Products from Company pursuant to a purchase agreement, Company shall pay a referral fee ("Referral Fee") to Partner according to the applicable percentages set forth in Exhibit A, which is incorporated herein by this reference ("Referral Fee Percentage").

b. Software Referral Fee Composition. Subject to the terms and conditions of this Agreement, including the exclusions and exceptions set forth in Section 6(d), a Referral Fee shall be paid to Partner for Software subscriptions with a term of 12-months as set forth in this Section 6(b). This Referral Fee is calculated by multiplying the applicable Referral Fee Percentage by the Software licensing payments actually received by Company from a Qualified Lead during the twelve (12) month period following the Qualified Lead's initial execution of the Software license purchase agreement ("Software Referral Fee Period"). Partner shall receive no such Referral Fee for (i) any services, support, or other fees collected by Company, (ii) any tax levied on purchase orders or other amounts, or (iii) any fees or payments of any kind received after the Software Referral Fee Period.

c. Hardware Referral Fee Composition. Subject to the terms and conditions of this Agreement, including the exclusions and exceptions set forth in Section 6(d), a Referral Fee shall be paid to Partner for Hardware as set forth in this Section 6(c). This Referral Fee is calculated by multiplying the

applicable Referral Fee Percentage by the invoiced payments for Hardware actually received by Company during the twelve (12) month period following the Qualified Lead's initial execution of a purchase agreement for Hardware ("Hardware Referral Fee Period"). Partner shall receive no such Referral Fee for (i) any services, support, or other fees collected by Company, (ii) any tax levied on purchase orders or other amounts, or (iii) any fees or payments of any kind received after the Hardware Referral Fee Period.

d. Exclusions and Exceptions from Referral Fees. Except as provided herein, Partner shall not be entitled to any other fees or payments by Company with respect to such Qualified Leads, regardless of (i) the terms of the purchase agreement between Company and such Qualified Lead, (ii) any renewal of the purchase agreement between Company and such Qualified Lead, or (iii) whether Company enters into subsequent agreements with such Qualified Lead. No Referral Fees shall be paid (i) if Partner provides to Company any incorrect or misleading information about the Lead or fails to supply a Referral Form, (ii) for any Lead that is a then-current customer or was previously a customer of Company or its affiliates, distributors, or resellers, (iii) for any Lead with whom Company or its affiliates, distributors, or resellers had substantive contact prior to Partner's submission of a Referral Form for such Lead in Company's sole discretion, or (iv) if a Lead does not execute a purchase agreement with Company for the provision of Products within six (6) months after Company's receipt of a Referral Form pertaining to such Lead. Company shall be under no obligation to take any action to obtain or collect payments, including for late payments, owed by Leads under any agreement.

e. Payment Terms. Within thirty (30) days following Company's actual receipt of the related Software license payments or Hardware payments from each Qualified Lead, Company shall pay to Partner the Referral Fees earned by Partner pursuant to this Section 6. All Referral Fees shall be paid in U.S. Dollars.

f. Payment Upon Termination. Subject to this Section 6, following termination of this Agreement, Company shall pay Partner the Referral Fees for any Qualified Leads earned on or before the effective date of termination. Except as provided in this Section 7(f), Company shall have no obligations to pay Referral Fees to Partner after the effective date of termination.

g. Expenses. Partner shall be solely responsible for all expenses incurred by it in connection with the implementation and performance of its duties and obligations under this Agreement, including expenses incurred in fulfilling its duties and obligations as provided in Section 3, compensation, bonus, and benefits, if any, for its personnel, costs and expenses associated with establishing and maintaining its sales organization and offices, advertising, Software demonstration expenses, travel expenses, and promotion expense, and any and all taxes, fees, duties, tariffs, or changes which may be imposed on Partner under applicable law.

h. Multiple Referrals. In the event that two or more authorized Partners of Company, for any reason whatsoever, claim a Referral Fee for the same Qualified Lead, Company reserves the right to award the Referral Fee to one of the Partners or to divide the Referral Fee among the Partners in such proportions as Company shall determine to be equitable in its sole discretion, 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 Qualified Lead exceed the maximum Referral Fee that could be earned if only one Partner were responsible for the Qualified Lead.

## **7. Intellectual Property.**

a. License Grant for Demonstration of Products. Subject to this Agreement, Company grants Partner, during the Term, a nonexclusive, nonsublicensable, nontransferrable, revocable license to perform and display the Products in a non-production environment solely for the purpose of demonstrating the Products to Leads. Without limiting the foregoing, Partner shall not directly or indirectly use or otherwise exploit Company Collateral or Products except as explicitly provided under this Agreement, including for its own general internal use or for commercial exploitation.

b. Trademark License. Subject to this Agreement, Company grants Partner a nonexclusive, nontransferable, nonsublicensable, revocable license to use Company trademarks or logos (“Company Marks”) in Partner’s marketing materials solely for the purpose of marketing and demonstrating the Products, provided that (a) Partner complies with any Company-provided trademark guidelines; (b) Partner’s use of the Company Marks is not misleading or imply that Company endorses Partner or its products or services other than the Products, and (c) Partner shall not incorporate Company Marks into Partner’s trademarks, company names, internet addresses or similar designations. Partner acknowledges Company’s proprietary rights in the Company Marks and agrees that any use thereof shall inure to Company’s sole benefit. Prior to using Company’s Marks or other similar materials regarding the Company Collateral or Products for advertising, marketing, or other purposes, Partner must receive written approval from Company.

c. General Restrictions. Partner acknowledges that the Products, Collateral, and Company Marks embody and contain valuable confidential and proprietary information and trade secrets of Company and its licensors. Except as provided herein, Partner shall not (except to the extent such prohibition is contrary to applicable law): (a) alter, obscure or remove any of Company’s or its licensors’ copyrights, patents, or other proprietary rights, notices, or legends appearing on or in the Products, Collateral, or Company Marks; (b) modify, adapt, alter, translate, or create derivative works of the Products, Collateral, or Company Marks; (c) reverse-engineer the Products or reverse-compile, decompile, or attempt to derive the source code of any object code contained in any of the Products; or (d) take any other action that may interfere with or misappropriate any of Company’s rights in or to Company Intellectual Property (as defined below) or Company’s ownership or exercise thereof, including challenging such rights, making any claim of ownership or taking adverse actions against such rights, registering or applying for registration for the same or similar Company Marks, using any mark that is confusingly similar to Company Marks, or engaging in any action that disparages, dilutes the value of or negatively impacts such rights. Partner shall use Company Intellectual Property solely for the purposes of performing its obligations under this Agreement and only in accordance with this Agreement and the instructions of Company. Partner further agrees not to use Company’s Products and/or deliverables as an application service provider, service bureau or otherwise make any Product and/or deliverables of Company available for use by third parties or sell such Products, deliverables and its related maintenance and support and/or services to any person. On expiration or termination of this Agreement or upon written request from Company, Partner will immediately cease all display, advertising, promotion, and use of all of Company Intellectual Property and will not thereafter use, advertise, promote, or display any Company Intellectual Property or any part thereof that is similar to or confusing with Company Intellectual Property associated with Company or any Product, unless the foregoing is authorized under some other written agreement between the Parties.

d. Ownership. As between Partner and Company, Company and its licensors shall retain exclusive ownership of all worldwide intellectual property rights in and to the Products, Collateral, Company Marks, deliverables, Company’s intellectual property, and any updates, upgrades, modifications, enhancements, and derivative works thereof or any goodwill derived from the use thereof (collectively, the “Company Intellectual Property”). There are no implied licenses in this Agreement, and Company reserves all rights not expressly granted under this Agreement. Partner will promptly discontinue the display or use of any Company Intellectual Property or change the manner in which any Company Intellectual Property is displayed or used when requested by Company. If Partner acquires any intellectual property rights in or relating to any Company Intellectual Property (including any rights in any derivative works or patent improvements relating thereto) by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to Company or its licensors, as the case may be, without further action by either Party.

**8. Disclaimer of Warranties.** Any representations or warranties regarding the Products or Collateral are made only to end users who acquire trial licenses or subscription licenses pursuant to the terms and conditions of the end user terms, and no such warranty is extended to Partner. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE PRODUCTS AND COLLATERAL ARE

LICENSED AND/OR PROVIDED "AS IS," WITHOUT ANY WARRANTIES OTHER THAN THE LIMITED WARRANTIES EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

**9. Indemnification.**

a. Indemnification By Company. Company will indemnify, defend and hold Partner and its officers, directors, members, owners, employees, agents, representatives, affiliates and successors harmless from and against any claim, action, cause of action, judgement, loss, liability, obligation, cost and expense (including reasonable attorneys' fees) paid to third parties arising from any third-party action brought against Partner based upon a claim that the Products or Collateral (in the unaltered form provided by Company) infringes any third party intellectual property rights; provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and/or settlement of such claims. If the Products or Collateral becomes, or in Company's sole opinion are likely to become, the subject of an infringement claim, Company may (a) procure for Partner the right to continue exercising the rights licensed to it in this Agreement; (b) replace or modify the affected Product or Collateral so that it becomes non-infringing; or (c) instruct Partner to discontinue any use of the Product or Collateral and terminate this Agreement. Company shall not be liable to Partner or other persons under this Section 9(a) to the extent that there is (i) a modification of the Product or Collateral by anyone other than Company or without Company's prior written consent where, but for such modification, there would be no infringement; (ii) a combination of the Product or Collateral with any third party software or hardware where such combination is the cause of such infringement and such combination is not pursuant to Company's guidance; (iii) use of a version of Product or Collateral other than the then current version if infringement would have been avoided with the use of the then current version; (iv) any failure to adhere to Company's written instructions or requirements; or (v) any breach of this Agreement (collectively, "Excluded Uses").

b. Indemnification By Partner. Partner will indemnify, defend and hold Company and its licensors and their officers, directors, members, owners, employees, agents, representatives, affiliates and successors harmless from and against any claim, action, cause of action, judgement, loss, liability, obligation, cost and expense (including reasonable attorneys' fees) arising from (a) any claims arising from the use of the Company Products or Collateral for an Excluded Use; (b) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Partner relating to the Products or related support services, other than as authorized by Company specifically in writing or made in the Collateral, and (c) any breach of this Agreement by Partner.

c. Procedure. The Party seeking indemnity will give the indemnifying Party prompt notice of any third-party claim and provide reasonable assurances to the indemnifying Party in the defense of the third-party claim. The indemnifying Party shall not settle any third-party claim subject to indemnity under this Section 9 without the consent of the indemnified Party, which consent shall not be unreasonable withheld, delayed or conditioned, unless such settlement unconditionally releases the indemnified Party. Company may choose, in its sole discretion, to assume control over any litigation or settlement for any claim that the Products or Collateral breach any third party intellectual property rights.

d. Limitation. This Section 9 states Partner's sole and exclusive remedy, and Company's sole and exclusive liability, for any intellectual property infringement.

**10. Limitation on Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO PARTNER, END USERS, OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE CUMULATIVE LIABILITY TO PARTNER, END USERS AND THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, THE AMOUNT OF FEES ACTUALLY PAID BY COMPANY TO PARTNER OVER THE PRECEDING TWELVE-MONTH PERIOD UNDER THIS AGREEMENT.

**11. Confidentiality.** The Parties hereby acknowledge and agree that each Party may be provided with or given access to the other Party's Confidential Information (defined below). The Recipient (defined below) shall employ the same degree of care in preventing the disclosure of the Confidential Information to a third party (or any other person or entity) as it uses with regard to its own Confidential Information of similar importance, provided that in no event shall the Recipient employ less than a reasonable degree of care. The Recipient shall disclose Confidential Information of the other Party only to employees, agents and consultants who have a need to know the Confidential Information for purposes of performing its obligations or exercising its rights granted under this Agreement and shall use Confidential Information of the other Party only for such purposes; provided, however, that in each case, the Recipient shall ensure that every person to whom such disclosure is made is bound by obligations of confidentiality that are materially no less restrictive than those set forth in this Section 11 and is liable for any unauthorized use or disclosure. Recipient shall be responsible for any breach of this Section 11 caused by any of its employees, agents, consultants, or representatives. Confidential Information shall not include, and neither Party shall have any obligation of confidentiality with respect to information to the extent that it (a) is in, or comes into the public domain (except as a result of a breach of this provision); (b) is received without obligation of confidentiality by the Recipient from a third party not under an obligation of confidentiality with respect thereto; or (c) is independently developed by the Recipient without access to the Confidential Information of the Discloser (defined below). Recipient may, if ordered to do so by a governmental authority with jurisdiction over it or if it is required to be disclosed by the Recipient under operation of law, court order, or other valid legal process, disclose the Confidential Information of the Discloser to such regulatory authority or other recipient, provided, if allowed by applicable law, sufficient written notice is given to the Discloser prior to such disclosure to enable Discloser to seek an order limiting or precluding such disclosure.

a. Promptly upon termination of this Agreement, or at any time upon Discloser's written request, Recipient shall promptly, at Recipient's option, either return or destroy all or any part of the Confidential Information, and all copies thereof and other materials containing such Confidential Information, and Recipient shall, upon Discloser's written request, certify in writing its compliance with the foregoing. Notwithstanding the foregoing, Recipient may keep a copy of Discloser's Confidential Information to comply with applicable law, rules and regulatory purposes, and/or for archival purposes, so long as such retained Confidential Information remains subject to the obligations of confidentiality set forth herein for as long as such Confidential Information is retained. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

b. The Parties acknowledge that in the event of a breach of this Section 11, damages may not be an adequate remedy and either Party shall be entitled to seek injunctive relief to restrain any such breach, threatened or actual, in addition to any other rights and remedies available to such Party under this Agreement or at law or in equity.

c. At all times during the Term, and for a period of five (5) years after its expiration or termination of this Agreement, the Recipient shall keep in confidence all Confidential Information of the Discloser. Notwithstanding the above, the Recipient's obligations regarding trade secrets of the Discloser shall continue for as long as such information continues to constitute a trade secret.

d. Definitions. "Confidential Information" means, with respect to a Party, information that pertains to such Party's business, including product roadmaps, performance results, and technical, marketing, financial, employee, customer information, planning, pricing, and other confidential or proprietary information. Confidential Information may be designated and/or marked as confidential when disclosed, provided that any information that the Party receiving such information knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party, even if not designated or marked as such. "Discloser" means the Party disclosing the Confidential Information. "Recipient" means the Party receiving the Confidential Information.

**12. Term.** This Agreement shall commence on the Effective Date and remain in effect until terminated ("Term"). Either Party may terminate this Agreement: (a) for convenience upon 30 days' prior written notice to the other Party; (b) upon written notice at any time if the other Party materially breaches this Agreement and fails to cure such breach within 15 days of written notice thereof, and (c) immediately (without a cure period) upon written notice (i) by Company if Partner materially breaches Sections 2, 3, 7, or 11; (ii) by either Party if the other Party materially breaches the Section on Confidentiality or becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors. Upon termination of this Agreement, all rights and licenses granted to Partner hereunder shall immediately terminate and each Party shall return or destroy all Confidential Information of the other Party as provided under Section 11. All terms of this Agreement which must survive in order to fulfil their essential purpose shall survive termination or expiration of this Agreement, including Sections 6(f), 7, 8, 9, 10, 11, 12, 13, and 14. For avoidance of doubt, no rights granted Partner hereunder shall survive termination.

**13. Rights to Modify Agreement.** Company reserves the right to change the terms and conditions of its referral partner program or this Agreement at any time, at its sole discretion.

**14. Other Provisions.**

a. Representations and Warranties. Partner and Company, respectively, represent and warrant to each other that: (i) it is a corporation or limited liability company duly organized, validly existing and in good standing in the jurisdiction of its formation; (ii) it is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of this Agreement; (iii) it has the full right, corporate power and authority to enter into this Agreement, to grant the rights granted under this Agreement and to perform its obligations under this Agreement; (iv) the execution of this Agreement by the person or entity whose signature is set forth at the end hereof has been duly authorized by all necessary corporate actions; and (v) when executed and delivered by each of Company and Partner, this Agreement will constitute the legal, valid and binding obligation of Company and Partner, enforceable against Company and Partner in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally or the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

b. Independent Contractor Status. Partner is an independent contractor pursuant to this Agreement. Company and Partner acknowledge and agree that their relationship is that of independent contracting parties and that this Agreement does not create a general agency, joint venture, partnership, employment relationship, or franchise between them. Partner shall not pay, and Partner acknowledges that it has not paid, any franchise or other fee for the right to enter into this Agreement. Partner is

responsible for any and all taxes, including income taxes, social security, Medicare, and/or any other taxes related in any way to any amounts payable to Partner under this Agreement. Except as specifically set forth herein, neither Company nor Partner shall have the authority to bind the other in any manner. The operations of the Partner are subject to the sole control of Partner. All personnel of Partner are employees or representatives of Partner and not of Company. Partner, at its sole expense, may employ personnel, including sales agents and direct sales representatives, to assist with the performance of its obligations hereunder, and shall direct and control the performance of such personnel; provided, however, that all such personnel shall be subject to and comply with the provisions of this Agreement and Partner shall remain liable for the conduct of such personnel. Company may not control, direct, or supervise Partner's personnel, including sales agents or direct sales representatives. Partner shall not be entitled to reimbursement from Company for the wages or fees Partner pays to its employees, agents, sales representatives or other third parties.

c. Equitable Relief. Partner acknowledges that the provisions of Sections 7 and 11 are essential to Company; Company would not enter into this Agreement if it did not include such provisions; the damages sustained by Company as a result of any breach of such provisions cannot be adequately remedied by damages; and, in addition to any other right or remedy that Company may have under this Agreement, by law or otherwise, Company will be entitled to injunctive and other equitable relief to prevent or curtail any breach of any such provisions.

d. Entire Agreement; Amendments. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between Company and Partner. No amendment, modification or waiver of any of the provision of this Agreement will be valid unless set forth in a written instrument signed by the Party to be bound thereby.

e. Governing Law; Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without regards to its conflict of law rules or principles. The Parties agree that the federal and state courts having jurisdiction in [Spokane County, Washington] alone have jurisdiction over all disputes arising under this Agreement, and the Parties consent to personal jurisdiction of those courts with respect to any disputes arising under this Agreement and waive any objections regarding such venue arising under law or otherwise.

f. Severability. If at any time any provision of this Agreement is or becomes illegal, invalid, void or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired by such illegality, invalidity or unenforceability, and the remainder of the provisions of this Agreement shall remain in full force and effect. The Parties shall endeavor in good faith negotiations to replace any invalid, illegal, void or unenforceable provision with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to the invalid, illegal, void or unenforceable provision.

g. Headings. The descriptive headings of the sections and subsections of this Agreement are intended for convenience only and do not constitute parts of this Agreement.

h. Mediation; Waiver of Jury Trial. In the event of any dispute between the Parties hereto regarding this Agreement that the Parties are unable to resolve among themselves, the Parties shall submit to non-binding mediation conducted in [Spokane, WA] before filing suit. The mediation shall not last longer than one (1) business day (approximately eight (8) hours) unless otherwise agreed by all Parties. The Parties shall select one mediator, who shall not be related to, affiliated with, or employed by either Party. Any Party may initiate mediation by sending a written demand for mediation to the other Party. If the other Party does not respond to the demand within fourteen (14) days or fails to participate in any scheduled mediation agreed to by the Parties, the Party sending the demand may seek an order compelling mediation and the Party that failed to respond to the demand or participate in the scheduled mediation shall pay the actual attorney's fees and costs incurred by the Party seeking an order to compel mediation. This section shall in no way limit the Parties' right to injunctive relief. THE PARTIES HERETO WAIVE A JURY TRIAL

IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT. Any provisional remedy that would be available at law or equity shall be available to the Parties to this Agreement pending mediation.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other reasonable transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

j. No Waiver. Failure on the part of either Party to complain of any action or non-action of the other Party shall not be deemed to be a waiver of any rights under this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to be a waiver of other provisions of this Agreement, and a waiver at any time of the provisions of this Agreement shall not be construed as a waiver at any subsequent time of the same provisions.

k. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as having been drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Defined terms have the meanings specified, applicable to both singular and plural forms. All pronouns include the masculine, feminine or neuter. The singular or plural includes the other. The word "include" (and any variation) is used in an illustrative rather than a limiting sense. The word "day" means a calendar day, unless a business day is specified.

l. Counsel. The Parties acknowledge that they have been given adequate opportunity to consult with an attorney concerning the subject matter of this Agreement.

m. Assignment. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or permitted assigns and shall not be construed or enforced so as to confer any benefit upon any other person except as expressly provided herein. Neither Party shall assign this Agreement without the express prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, either Party may assign this Agreement immediately without the prior written notice to or consent of the other Party: (i) to any entity that controls, is controlled by, or is in common control with the assigning Party; (ii) to any successor-in-interest to the assigning Party, including a successor to or acquirer of substantially all assets of a Party; or (iii) if necessary to satisfy the rules, regulations, and/or orders of any federal, state, or local governmental agency or body.

n. Notices. Any notice required or permitted by this Agreement shall be in writing and effectively delivered for all purposes if delivered personally, by overnight delivery service or by United States mail, certified mail, postage prepaid, return receipt requested to each Party at their addresses listed above. All notices shall be deemed delivered upon receipt.

o. Further Assurances. The Parties agree to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

p. No Third-Party Beneficiaries. Nothing in this Agreement will be construed to give any rights or benefits to any third party. All duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Company and Partner, and not for the benefit of any other person.

q. Force Majeure. Neither Party shall be liable for failure to perform or delay in performing any part of its obligations under this Agreement to the extent that they are unable to perform, either directly or indirectly, due to any cause or circumstance beyond the reasonable control of such Party, including acts of God, terrorism, fire, flood, storms, earthquake, strike or other labor dispute ("Force Majeure"). The Party

affected by an event of Force Majeure shall promptly notify the other Party in writing. The Party so affected shall take reasonable steps to resume performance with the least possible delay.

r. Publicity. Except as otherwise set forth in this Agreement, neither Party shall use the other Party's, or its affiliates', names or logos, or otherwise issue any releases or make any public statement(s) (including in the form of news releases, advertising or solicitation materials, or blog or social media postings) relating to this Agreement or the services to be performed hereunder, without the prior written approval of the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date(s) set forth below

**ADDIUM, INC.**

\_\_\_\_\_  
Company

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**FEE SCHEDULE**

Agreement Term	Referral Fee Percentage
12-Month Software Subscription	Four Percent (4%)
Hardware	Four Percent (4%)