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REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (this "Agreement") is between SalesPad Inc, a Michigan corporation having a place of business at 3351 Claystone Street Southeast, Grand Rapids, MI 49546 ("Cavallo") _____ and [referral partner], a _____ [state/entity type] having a place of business at _____ [address] ("Referral") and is effective as of the later of the dates beneath the signatures of the parties (the "Effective Date").

- A. Cavallo is the developer, owner, and licensor of Cavallo Solutions (as defined below). The Referral Partner is a partner of the Underlying Software (as defined below).
- B. Cavallo invoices its customers directly with a referring partner being entitled to a commission as further described in Section 5 ("Direct Invoicing").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions

- 1.1. "Cavallo Solution(s)" means the Cavallo software as more specifically identified, Cavallo.com product listing, and any successor components thereto, including, without limitation, any upgrades, enhancements, error corrections, and new versions generally made available by Cavallo to its customers or referral partners.
- 1.2. "Customer" means the third party who enters into a Customer Agreement with Cavallo.
- 1.3. "Customer Agreement" means, with respect to any Cavallo Solution, the terms and conditions provided by Cavallo governing the relationship between Cavallo and a Customer and a Customer's use of the Cavallo Solution, as modified by Cavallo from time to time.
- 1.4. "Partner Program" means the documentation, as updated from time to time, related to Cavallo's partner program, including but not limited to requirements regarding certification, training, support, shipping, and payment provided by Cavallo to Referral Partner either electronically or in hard copy form.
- 1.5. "Underlying Software" means the software, such as Microsoft Dynamics, Business Central, Acumatica or others required for use of Cavallo Solutions as specified in the documentation accompanying the Cavallo Solutions.

2. Rights and Authorizations

- 2.1. Appointment. Subject to the terms and conditions set forth in this Agreement, Cavallo appoints the Referral Partner, and the Referral Partner hereby accepts, appointment as a non-exclusive authorized referral partner of the Cavallo Solution(s) during the Term (as defined below).

- 2.2. Referral Partner Rights. Subject to the terms and conditions of this Agreement, Cavallo grants Referral Partner the right to: (a) access and use the Cavallo Solution(s) solely for Referral Partner's own marketing and sales efforts, (b) to provide internal staff training for the Cavallo Solution(s), to support Customers, and conduct demonstrations of the Cavallo Solution(s) for potential Customers, if needed. Prior to Referral Partner or any Customer installing and/or using the Cavallo Solution(s), Referral Partner will assist as needed, to ensure each Customer accepts the Customer Agreement.
- 2.3. Referral Partner Restrictions. Referral Partner will not: (a) alter, deface, discard, or erase any media, documentation, Customer Agreement, or Cavallo trademarks or proprietary rights notices of Cavallo or any third party licensor of Cavallo; (b) copy, in whole or in part, any software underlying a Cavallo Solution; (c) attempt to disassemble, decompile or otherwise reverse engineer any Cavallo Solution or otherwise attempt to learn the system design, source code, structure, algorithms or ideas underlying a Cavallo Solution; (d) modify or create derivative works of any Cavallo Solution; (e) attempt to circumvent any password restrictions embodied in any Cavallo Solution; or (f) access or use any Cavallo Solution for the purpose of monitoring its availability, performance or functionality, or for the purpose of developing a competitive product or service.
- 2.4. Referral Partner Use of Cavallo Solution(s). Except as otherwise agreed upon in writing by Cavallo and Referral Partner, Referral Partner's use of a Cavallo Solution shall be subject to the terms and conditions set forth on Cavallo.com/agreements, which Referral Partner shall accept prior to gaining access to the Cavallo Solution(s).
- 2.5. Updates or Modifications. Cavallo may, but shall not be obligated to, make improvements and updates in the Cavallo Solution(s). Referral Partner acknowledges that Cavallo has the right at any time, in its sole discretion, to modify or make changes to the Cavallo Solution(s).

3. Referral Partner Obligations

- 3.1. Partner Program. Referral Partner agrees to comply with the requirements set forth in the then current version of the Partner Program. The Partner Program may be changed by Cavallo upon thirty (30) days notice. Referral Partners may request a copy of the current requirements at any time.
- 3.2. Marketing and Promotion. Referral Partner shall in good faith actively market the Cavallo Solutions to Customers and potential Customers in a manner consistent with this Agreement, including generating leads, coordinating sales activities, demonstrating the Cavallo Solutions to potential Customers, and maintaining communication with Cavallo. Referral Partner shall use only promotional material and marketing literature pre-approved by or provided by Cavallo.
- 3.3. Compliance. Referral Partner shall comply with all laws, rules, and regulations applicable in its promotion and sale of the Cavallo Solution(s) and all statements made by Referral Partner regarding the Cavallo Solution(s) and Cavallo shall be true and accurate. Referral Partner shall at all times conduct its business in a manner that reflects favorably on the Cavallo Solution(s) and Cavallo. Referral Partner further agrees that it shall not: (a) make any representations, warranties or guarantees to prospective or existing Customers with respect to the specifications, features or capabilities of the Cavallo Solution(s) that are inconsistent with the literature distributed by Cavallo except as expressly authorized in writing by Cavallo; (b) use deceptive, misleading or unethical practices that are or might be detrimental to Cavallo or the Cavallo Solution(s) or the reputations thereof; (c) make any false or misleading representations with regard to Cavallo or the Cavallo Solution(s); or (d) publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to Cavallo or Cavallo Solution(s).
- 3.4. Personnel. Referral Partner's personnel shall be conversant with technical language conventional to the Cavallo Solution(s) and competitive products and shall develop sufficient knowledge of the industry to be able to explain to Customers in detail the features and capabilities of the Cavallo Solution(s) and the difference(s) between the Cavallo Solution(s) and competitive products.

- 3.5. Training. Although not required, Cavallo recommends that the Referral Partner attend technical, sales, and/or marketing training sessions conducted by Cavallo.
- 3.6. Export. Referral Partner shall not export or re-export or allow the export or re-export of the Cavallo Solutions or any copy, or portion thereof, in violation of any export laws, restrictions, national security controls, or regulations of the United States or other applicable foreign agency or authority.
- 3.7. Audits. Referral Partner shall, during the Term, and for a period of one (1) year after the termination of this Agreement, maintain records relating to the contracts, invoices, accounts, complaints, and other transactions relating to the Cavallo Solution(s). Cavallo may directly, or through its agent, at any time during normal business hours and for any reason inspect such records and other financial information.

4. Cavallo Obligations

- 4.1. Sales Support. Upon reasonable request by Referral Partner, Cavallo will supply technical support to Referral Partner for its sales activities including, but not limited to, (i) assistance in responding to technical inquiries from Customers and prospective Customers; and (ii) assistance in preparation of marketing materials such as white papers, brochures and application notes (if professional services are required, this can be at an additional cost).
- 4.2. Installation Support, and Training. Installation support and training shall be provided to Customers as further agreed by the parties.

5. Referral Partner Commission

- 5.1. Customer Invoicing. Cavallo will be responsible for invoicing Customers directly and collecting payment in accordance with the terms of the Customer Agreement.
- 5.2. Calculation. Payment to Referral Partner will be based on a percentage of the annual recurring revenue or subscription as outlined in the Partner Program. For the avoidance of doubt, Cavallo will not be required to pay Referral Partner any Commission Payments with respect to Customers who have not paid Cavallo for the Cavallo Solution(s).
- 5.3. Timing. Each quarter Cavallo will pay the Referral Partner their eligible percentage for all amounts paid from the Customer during the previous quarter.
- 5.4. Changes. Cavallo may also at any time (but no more than once annually) change the Commission Payments rates under the Partner Program by providing Referral Partner with at least thirty (30) days' notice in accordance with Section 3.1. Any such changes shall be in effect for all Commission Payments earned by Referral Partner after the expiration of such thirty (30)-day period.
- 5.5. Taxes. All sums payable under this Agreement are inclusive of any value-added tax or other applicable sales tax. A sales or value-added tax invoice shall be provided against any payment if required by the applicable law.

6. Confidential Information

- 6.1. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's confidential Information to any person or entity, except to the receiving party's employees who have a need to know the confidential information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.
- 6.2. Duration. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years after termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property

- 7.1. Cavallo Marks. During the Term of this Agreement, Referral Partner is authorized to use the trademarks "Cavallo", "Cavallo Solutions", "SalesPad", the Cavallo logo, and the designation "Authorized Cavallo Referral Partner" in connection with Referral Partner's marketing, promotion, and distribution of the Cavallo Solutions; provided that copies of any advertising and promotional material created by Referral Partner are submitted to Cavallo for its review and prior approval. Referral Partner will not register, seek to register, or cause to register any of Cavallo's trademarks, logos or trade names, or any trademark, logo or trade name that may be confusingly similar to the foregoing.
- 7.2. Ownership. Referral Partner acknowledges that Cavallo and its licensors own and shall retain all right, title and interest in and to: (a) all software included in the Cavallo Solution(s) and any related documentation (including all copies, modifications, upgrades, updates and derivative works, if provided); (b) all of the service marks, trademarks, trade names and other designations associated with each Cavallo Solution; and (c) all intellectual property rights including under patent, mask work rights, trademark, copyright and trade secrets, and other proprietary rights relating to the Cavallo Solution(s) and all of the related documentation (collectively, the "Cavallo IP").
- 7.3. No Implied Rights. Cavallo reserves all rights not expressly granted to Referral Partners in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Referral or any third party any IP rights or other right, title, or interest in or to any of the Cavallo IP. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the grant of a license and shall not be deemed a sale of any copy of or rights in the Cavallo Solution(s) or other Cavallo IP: (a) in the case of Referral Partner, under this Agreement; and (b) in the case of Customers, under the Customer Agreement.

8. Warranties; Disclaimer

- 8.1. Joint Warranties. Cavallo and Referral Partner each warrants and represents to the other that it has full right, power, and authority to enter into and perform its obligations hereunder, and the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 8.2. Disclaimer of Warranties. CAVALLO MAKES NO AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AGAINST INFRINGEMENT, SYSTEM COMPATIBILITY, DATA INTEGRITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CAVALLO SOLUTIONS OR ANY COMPONENTS THEREOF, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY CAVALLO. ANY REPRESENTATIONS AND WARRANTIES OF OR RELATING TO THE CAVALLO SOLUTIONS MADE TO CUSTOMERS ARE MADE SOLELY UNDER THE TERMS AND CONDITIONS OF THE CUSTOMER AGREEMENT.

9. Indemnification

- 9.1. Indemnification by Referral Partner. Referral Partner will indemnify, defend and hold harmless Cavallo (and Cavallo's affiliates, employees, officers, directors, agents, successors and assigns) from and against any and all claims, losses, damages and expenses (including reasonable attorneys' fees and costs of litigation) relating to any third party claim, demand, lawsuit or other action, arising out of or resulting from any acts or omissions of Referral Partner in connection with this Agreement, Referral Partner's breach of this Agreement, or Referral Partner's misrepresentations relating to Cavallo, the Cavallo Solution(s), or this Agreement. Referral will be solely responsible for any claims, warranties or representations made by Referral Partner or Referral Partner's representatives or agents which differ from the warranties provided by Cavallo in the Customer Agreement. Cavallo will have the right to participate in any indemnification action or related settlement negotiations using counsel of its own choice. Referral Partner shall not consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of Cavallo without Cavallo's prior written consent, which may not be unreasonably withheld.
- 9.2. Indemnification by Cavallo. Cavallo agrees to defend or, at its option, settle any claim or action against Referral Partner to the extent arising from a third-party claim that a permitted use of the Cavallo Solution(s) by Customers under the Customer Agreement infringes any U.S. patent or copyright; provided Cavallo has control of such defense or settlement negotiations and Referral Partner gives Cavallo prompt notice of any such claim and provides reasonable assistance in its defense. Cavallo will not be liable under this Section if the infringement arises out of (a) Referral Partner's activities after Cavallo has notified Referral Partner that Cavallo believes in good faith that Referral Partner's activities will result in such infringement, (b) actions taken by Customers or Referral Partner after Cavallo has satisfied one of its options enumerated in the "Infringement Claims" section of the Customer Agreement, or (c) circumstances or acts excluded from Cavallo's indemnity to end users under the Customer Agreement.

10. Limitation of Liability

- 10.1. No Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- 10.2. IN NO EVENT WILL CAVALLO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO REFERRAL PARTNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIM REFERRAL MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
- 10.3. Governing Law: Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. All claims arising out of or relating to this Agreement must be litigated exclusively in the federal or state courts of Michigan, and both parties consent to venue and personal jurisdiction there.
- 10.4. Relationship of the Parties. The relationship between Cavallo and Referral Partner is that of independent contractors. The parties are and intend to be independent contractors with respect to the services contemplated hereunder and nothing in this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship.
- 10.5. Press Releases: Publicity. Each party hereto may issue press releases concerning the relationship set forth herein, provided each press release shall be approved in advance by the party not preparing the press release.
- 10.6. Notices. Notices permitted or required to be given shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to addresses above or such other addresses as the respective parties may designate by like notice from time to time. Any notice shall be deemed effective when received by the receiving party.
- 10.7. Entire Agreement: Amendment: Miscellaneous. This Agreement, including all exhibits hereto, and the then current version of the Partner Program, represents the entire Agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral. This Agreement may not be amended, except in writing signed by both parties. Additional or different terms set forth on acceptance orders, purchase orders, confirmations and similar documents shall not modify this Agreement (irrespective of performance, acknowledgement, conduct that purportedly indicates acceptance, or failure to object by either party) unless the same are specifically assented to in writing that (a) expressly refers to this specific Agreement, (b) conspicuously provides a specific listing of the terms herein that are amended or supplemented by such additional or different terms, and specifically states that such terms are amended or supplemented thereby and (c) is signed by a duly authorized officer of the party against whom enforcement of such terms is sought. This Agreement creates no third-party beneficiary rights. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably denied, delayed, or conditioned; provided that this Agreement may be assigned by operation of law or otherwise in connection with a merger, consolidation, or sale of all or substantially all the assets or equity interests of Cavallo. This Agreement will be binding upon and will insure to the benefit of the parties' respective successors and permitted assigns. Any assignment in violation of the foregoing will be of no force or effect. If a provision is found to be unenforceable, the remaining provisions of this Agreement will remain in full effect and an enforceable term will be substituted to reflect the parties' intent as closely as possible.

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The parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

CAVALLO: SALESPAD, INC.

Signature

Printed Name

Title

Date

REFERRAL PARTNER:

Signature

Printed Name

Title

Date
