

PRODUCT REFERRAL AND MARKETING AGREEMENT

This Referral Agreement (the “**Agreement**”) is made by and between Accounting Solutions, Inc., DBA GetLinked, an Idaho corporation, with its corporate office at 3213 West Crescent Rim Drive, Boise, Idaho 83706 US (“**ASI**”) and _____, an _____ corporation, with offices at _____ (“**Company**”) as of _____, 20____.

1. **Definitions.** In this Agreement:

- a. “**Affiliate(s)**” means any entity that directly or indirectly controls, is controlled by or is under common control with, a party, where “control” means ownership of 50% or more of voting power or equity in such party.
- b. “**GetLinked Software Subscriptions (‘GSS’)**” software product offering enabling users to record financial transactions. Subscribed to by Customers currently on an ANNUAL basis from July 1st through June 30th.
- c. “**ASI Services**” means services offered by ASI to support ASI GSS.
- d. “**Company Products and Services**” means Company’s products and services offered by Company.
- e. “**Company Customers**” means businesses who utilize Company Products and Services.
- f. “**Confidential Information**” means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.
- g. “**Prospect**” means a business, whether a corporation, sole proprietorship, or other entity who inquires about ASI software or services to record or process transactions for its goods or services.
- h. “**Customer**” means a business, whether a corporation, sole proprietorship, or other entity who utilizes ASI software or services to record or process their own transactions for its goods or services. This agreement does not include any Customer that is affiliated with or serviced by Company.
- i. “**Tax**” and “**Taxes**” mean (g) all federal, state, local or foreign taxes, charges, withholdings, fees, imposts, levies or other assessments, and all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority.
- j. “**Taxing Authority**” means the U.S. Internal Revenue Service, any other government or governmental or regulatory body thereof, any political subdivision thereof, or any agency, instrumentality or authority thereof, or any court or arbitral body, exercising executive, legislative, judicial, regulatory or administrative functions, in each case, whether federal, state, local or foreign, responsible for the administration, collection or imposition of any Tax.

2. **Marketing and Promotion.**

- a. **ASI Activities.** During the Term, ASI **will** promote the Company Products and Services integrated with ASI Products and Services, including listing Company Services in ASI’s App Marketplace, and ASI may further include Company Services in a listing of apps on ASI’s public website and ongoing platform marketing materials such as press, emails to customers, social campaigns, etc., additional customer lifecycle communications (emails and in-product dashboard communications), and/or other social media.

b. **Company Activities.** During the Term, Company **will** promote ASI Services integrated with Company Services, including listing ASI as a Financial Integration partner on Company's website(s), creation of a one page marketing collateral or cobranded landing page concerning the ASI-Company integration. Company may further include promotion of ASI Services in an email to its customers introducing the integration of Company Services and ASI Services, in additional customer lifecycle communications, and/or other social media. Subject to ASI's prior approval, Company may issue related press releases to Company's usual press outlets. Company will complete all sections of the "GetLinked Referral and Marketing Content Form.xlsx" form that relate to this agreement. Company will accept and abide by all ASI branding terms and conditions. ASI Terms and Conditions are provided at <http://getlinked.co/brand/terms-and-conditions/>.

c. **Trademark Usage.**

i. **ASI Trademarks.** Subject to the terms of this Agreement and solely for the activities set forth herein, ASI grants to Company a limited, nonexclusive license to display those trademarks identified at <http://getlinked.co/brand/terms-and-conditions/> on its website and related marketing materials during the Term. Company's use of such ASI trademarks will follow the brand usage guidelines as provided by ASI from time to time. ASI must first approve all use of its trademarks by Company.

ii. **Company Trademarks.** Subject to the terms of this Agreement and solely for the activities set forth herein, Company grants to ASI a limited, nonexclusive license to display those trademarks identified on Exhibit A on its website and related marketing materials during the Term. ASI's use of such Company trademarks will follow the brand usage guidelines as provided by Company from time to time. Company must first approve all use of its trademarks by ASI.

iii. **General.** Each party will own all right, title and interest relating to its trademarks. Except to the limited extent expressly provided in this Agreement, neither party grants, and the other party will not acquire, any right, title or interest (including, without limitation, any implied license) in or to any trademarks of the other party, and all rights not expressly granted herein are deemed withheld. All use by ASI of Company trademarks (including any goodwill associated therewith) will inure to the benefit of Company, and all use by Company of ASI trademarks (including any goodwill associated therewith) will inure to the benefit of ASI. No party will challenge or assist others to challenge the trademarks of the other party (except to protect such party's rights with respect to its own trademarks) or the registration thereof by the other party, nor will either party attempt to register any trademarks or domain names that are confusingly similar to those of the other party's rights in their trademarks.

3. **Revenue Sharing; Taxes and Payments.**

a. **Revenue Share.** During the Term, ASI will:

i. pay Company 30% of the revenue it receives for ASI sale of the "Initial" purchase of GetLinked Software Subscriptions ("GSS") as defined on ASI's web site and Forum topics (www.getlinked.co) related to the use of software interfaces provided by ASI, excluding any taxes, paid by Prospects who become ASI Customers due to referral by Company hereunder. Payment will be made ONLY for Prospects that have never inquired to ASI or Customers that have never done business with ASI. Rates can be changed by ASI upon 30 day written notice to Company. Payment amounts to Company remain the same for Prospects and/or Customers acquired under this agreement and do not change if other agreements are entered into by ASI and Company.

ii. pay Company 30% of the revenue it receives for ASI sale of each "Continued", "Annual" GetLinked Software Subscriptions (GSS) sale equal to the "Initial" modules purchased (ex. Initial purchase of two (2) POSLink modules of Micros point of sale to Quickbooks accounting system relating to item "5(a)(i)" above). ASI will continue to pay Company these amounts annually as long as there is no lapse in the Customer's purchase of these modules or ASI ceases doing business with this Customer for any reason. If ASI chooses to discontinue doing business with the Customer ASI is under no obligation to disclose to the Company the reasons for their decision.

- iii. be responsible for payments from Customer hereunder. ASI will track referrals from Company and report and pay Company as defined in Section 5(c) on GSS for initial sale of modules purchased and their continued annual subscriptions.
- b. **Taxes.** Fees payable hereunder are exclusive of any Taxes. If one party determines that it is obligated to deduct or withhold any Taxes from any payment it is to make to the other hereunder, the party owing such payment will notify the other of this fact and will make the required payment net of such Taxes. Any amounts so withheld shall be treated as having been paid for all purposes of this Agreement.
- c. **Reports and Payments.**
 - i. Payments to be made pursuant to subsection (a) will be made in US Dollars by the 25th of the month following the calendar month in which the “Initial” applicable fees were collected by ASI. Accompanying such payment, ASI will supply Company with a report of the aggregate fees received from such ASI Customers which form the basis of payments hereunder.
 - ii. Payments to be made pursuant to subsection (b) will be made in US Dollars by the 25th of the month following the calendar month in which the “Annual” GSS begins (currently July 1st). Accompanying such payment, ASI will supply Company with a report of the aggregate fees received from such ASI Customers which form the basis of payments hereunder.
 - iii. Company will provide a valid address for payments to be mailed. Any changes to this address will be provided by the Company in writing within 30 days of the change in order to continue receiving payments. If any payments are returned due to address changes or conflicts, those payments will be considered completed and not required to be paid further.

Conditions of Referral.

- i. Customer must be first time consumer of ASI GSS products. Other products and services do not apply to this agreement.
- ii. Customers that were previously referred to ASI or inquired about GetLinked software or services are not part of this agreement.
- iii. Customer must have been referred through a link (ex. Application Marketplace page) on the Company’s web site **and** must register through the ASI Referral Landing Page provided by ASI prior to purchasing any GSS subscriptions. Registration as a Referral from Company after initial purchase will NOT be retro-active or apply under this agreement.
- iv. The Customer will be registered to the “first” Company that registers the Customer through ASI Referral Landing Page provided by ASI.

4. Warranties; Disclaimers.

- a. **Warranties.** Each party warrants that it has full power and authority to enter into this Agreement and entering into or performing under this Agreement will not violate any agreement it has with a third party.
- b. **Disclaimers.** Except as expressly provided for in this Agreement and to the maximum extent permitted by applicable law, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE AND DISCLAIMS, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

5. **Intellectual Property.**
- a. **Company Services.** Company retains all right, title and interest in and to the Company Services and ASI does not acquire any ownership of any rights therein.
 - b. **ASI Software; ASI Services.** ASI retains all right, title and interest in and to ASI software and services.
6. **Confidentiality.** The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.
7. **Indemnity.**
- a. **By Company.** Company will indemnify, defend, and hold harmless ASI from and against all liabilities (including penalties and interest), damages, and costs (including defense settlement costs) arising out of a third party claim or investigation by any Taxing Authority: (i) that Company Services or any Company trademarks licensed hereunder infringe or misappropriate any copyright, trade secret, or trademark of that third party; (ii) relating to ASI's permitted use, promotion of Company Services; or (iii) arising from Company's breach of this Agreement.
 - b. **By ASI.** ASI will indemnify, defend, and hold harmless Company from and against all liabilities, damages, and costs (including settlement costs) arising out of a third party claim: (i) that ASI Services or any ASI trademark licensed hereunder infringes or misappropriates any copyright, trade secret, or trademark of that third party; or (ii) arising from ASI's breach of this Agreement.
 - c. **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed. The other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES IN SUBSECTIONS (a) AND (b) ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.
8. **Limitation of Liability.**
- a. **Limitation.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE SUM OF FEES PAID OR PAYABLE BY ASI TO COMPANY UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE CLAIM ARISES.
 - b. **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations contained in this Agreement, or violations of a party's intellectual property rights by the other party, or indemnification obligations contained in this Agreement.
9. **Term and Termination.**
- a. **Term.** This Agreement will commence upon the Date Approved and continue for a period of two years (the "**Initial Term**"). Thereafter the Agreement will automatically renew for additional one year periods ("**Renewal Term**") unless a party provides notice to the other of its intent not to renew no later than 90 days prior to the start of any Renewal Term. The Initial Term, together with any Renewal Term, may be referred to as "**Term**". This Agreement must be approved by ASI prior to any activity. Approval can take up to four

(4) weeks from the time it is received by ASI to process.

- b. **Termination for Breach.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any provision of this Agreement and (a) the breach is incapable of remedy or (b) the breaching party fails to cure such breach within 30 days of the date of written notice of such breach from the terminating party.
- c. **Termination for Convenience.** Either party may terminate this Agreement for any or no reason upon not less than 30 days prior written notice.
- d. **Effect of Termination; Wind Down.** Upon expiration or termination of this Agreement: (i) each party will, upon written request of the other party, return or destroy (and a duly appointed officer will certify to such destruction) all copies of any Confidential Information in its possession of which it is aware and to which it has access and is reasonably able to destroy or delete; (ii) each party will cease all use, promotion, reproduction, and distribution of the other party's Trademarks as authorized under this Agreement. Neither Party will be liable to the other for any damages resulting solely from termination of this Agreement as permitted under this Agreement.

10. Miscellaneous.

- a. Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent, whether by operation of law or otherwise. Any attempt to transfer or assign this Agreement is void.
- b. All notices will be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given (i) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- c. Failure to enforce any provision will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of this Agreement will remain in full force and effect.
- d. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF IDAHO, EXCLUDING IDAHO'S CHOICE OF LAW PRINCIPLES. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN BOISE, IDAHO.
- e. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or widespread disturbance of the Internet) that was beyond the party's reasonable control.
- f. This Agreement does not create an agency, partnership, or joint venture between the parties.
- g. The obligations in Sections 5 (for the duration specified in subsection (c) and 11(d)), 6, 7, 8, 9, 10, 11(d) and 12 will survive any expiration or termination of this Agreement.
- h. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties.
- i. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Signed:

**ACCOUNTING SOLUTIONS, INC.
DBA GETLINKED**

COMPANY

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Company Mailing Address:

(Contact Name)

(Phone Number)

(Address)

(Address)

{City, State, Zip}

Accounting Solutions, Inc. Corporate Relations Use Only

Date Approved: _____ Authorized By: _____

EXHIBIT A
TRADEMARKS

Applicable Accounting Solutions Trademarks:



GetLinked[®]

GetLinked Branding Terms and Guidelines:
<http://getlinked.co/brand/getlinked-brand/>

Applicable Company Trademarks:

Link to Company images and logos:
(<http://xyz.com/images/>)