

## **JEN/MAR REFERRAL AFFILIATE AGREEMENT**

THIS AGREEMENT ("Agreement") is between JEN/MAR SYSTEMS CORPORATION ("Jen/Mar") and the AFFILIATE ("Affiliate") for the purpose of coordinating the marketing of specific Jen/Mar products and services. READ THIS AGREEMENT CAREFULLY.

1. Marketing Opportunity. Jen/Mar grants to the Affiliate a non-exclusive, non-transferable opportunity to market and promote the Jen/Mar products and services identified in this Agreement. THIS AGREEMENT DOES NOT CREATE AN AGENCY RELATIONSHIP AND NEITHER PARTY HAS THE RIGHT TO INCUR LIABILITIES OR OBLIGATIONS OR MAKE WARRANTIES OR GUARANTEES ON BEHALF OF THE OTHER.
2. Term and Termination. The term of this Agreement shall begin on the date an officer of both parties has agreed to it in writing and shall continue until either party, with or without cause, gives the non-terminating party thirty (30) days written notice of its election to terminate this Agreement. In the event of a breach of this contract, the non-breaching party may provide written notice of its election to terminate this Agreement immediately. The breaching party shall indemnify and hold the non-breaching party harmless from any and all costs, charges, damages, losses, and expenses, including reasonable attorneys' fees, which have been incurred as a result of any breach. This entire Agreement is null and void if any part of it is unenforceable, or is prohibited by any applicable law.
3. Jen/Mar Products and Services. Jen/Mar products, including Jen/Mar Suite software, software subscriptions, content, and other products ("Products") will be distributed to customers solely by Jen/Mar. Jen/Mar services include Jen/Mar Suite hosted subscription, training, consulting, Product installation, and other services ("Services").
4. Marketing Details. Affiliates are involved in marketing Products and Services, and performing demos, or scheduling and participating in demos performed by Jen/Mar, for potential customers not already using Products and Services. Affiliates must identify themselves as a Jen/Mar Affiliate when they market and promote Products and Services. Jen/Mar will not demo to the same customer contact with another Affiliate for six (6) months after a demo with an Affiliate who has not been terminated. For one (1) year after a customer's initial order arranged by any Affiliate, Products and Services that the customer orders directly from Jen/Mar under standard pricing or a U.S. General Services Administration ("GSA") contract and fully paid for will earn a fifteen (15) % fee ("Fee") for the Affiliate that actually generated the order, as evidenced by the Affiliate's name appearing with the order, regardless of which Affiliate initiated the customer contact. After the expiration of the one year period, Jen/Mar shall have no obligation to pay any Fee to any Affiliate for sales of Products and Services to the applicable customer. Affiliates are not eligible to be paid any Fee for sales of Products and Services to themselves. Jen/Mar will only accept orders directly from a customer. Jen/Mar reserves the right to refuse to fill any order. The resolution of disputes regarding Fees will be at Jen/Mar's sole discretion. Jen/Mar reserves the right to split a Fee in any manner between multiple Affiliates. Affiliates are not allowed to duplicate or distribute Products. Affiliates do not bill customers for Products and

Services, nor do they provide support for customers after the sale.

5. Affiliate Qualifications. An Affiliate must be a corporation or limited liability company and have its own taxation identification number, which is not also the taxation identification number of any person. Affiliates will be notified by Jen/Mar in writing if they are accepted into Jen/Mar's Affiliate program. Affiliates who exhibit an unprofessional image, engage in inappropriate advertising, send junk mail or spam, violate intellectual property rights, split their Fees with customers, or are otherwise unsuitable for Jen/Mar's Affiliate program, in Jen/Mar's sole discretion, may be immediately terminated as an Affiliate.
6. Pricing. All prices that Jen/Mar charges for Products and Services are based upon list price, or GSA contract price, as appropriate.
7. Payment Terms. Jen/Mar will process Fees owed to Affiliates within the first ten (10) business days of the month after the Products can no longer be returned by the customer, and after Jen/Mar has received full payment for the Products and Services for which a Fee is payable. Jen/Mar shall have no obligation to pay Fees to Affiliates in the event of an Affiliate's breach of this Agreement, infringement of Jen/Mar's intellectual property rights, or if the Affiliate sells their business, merges, goes out of business, is no longer a going concern or their interest in this Agreement is assigned to another party. For all other cases, Jen/Mar will make payments to Affiliates for Fees earned on orders taken while this Agreement was in effect, for up to one (1) year after this Agreement was terminated. All prices and Fees resulting from transactions are exclusive of any taxes imposed. Affiliates are responsible for paying any taxes on Fees received from Jen/Mar.
8. Other Terms. Affiliates who use Jen/Mar's intellectual property are required to be in compliance with the appropriate license agreements. The failure of either party to enforce any part of this Agreement shall not be construed as a waiver of their right to future enforcement.
9. Notice of Changes. All of the terms, covenants and conditions of this Agreement between Jen/Mar and Affiliate, are set forth in this Agreement. Jen/Mar may change this Agreement at any time and the changes shall take effect after thirty (30) days.
10. Warranties. Both parties warrant and represent to the other that they have the right and ability to enter into and perform their obligations under this Agreement.
11. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Wisconsin and the laws of the United States of America, and any claim, controversy, lawsuit, or other dispute arising out of or related to this Agreement, shall be initiated and conducted in a forum within Brown County Circuit Court, Green Bay, Wisconsin, or United States District Court, Eastern District of Wisconsin, Green Bay, Wisconsin.