

AuditMatic Referral Program  
License Agreement

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU BY CLICKING THE "I AGREE" BUTTON DISPLAYED HEREWITH. YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT GOVERNING THE AUDITMATIC REFERRAL PROGRAM BEFORE CLICKING "I AGREE." BY CLICKING "I AGREE" YOU ARE REPRESENTING 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 YOU 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 AUDITMATIC REFERRAL PROGRAM.

This AuditMatic Referral Program Agreement ("Referral Agreement") is entered into as of the date ("Effective Date") that YOU (hereafter referred to as "Partner") click "I Agree" - between Partner and Form Automation Solutions Inc., a Texas corporation ("FAS"), with its headquarters located at 16415 Addison Road, Suite 370, Addison, TX 75001.

WHEREAS, FAS through its hosted ASP/IT provides a comprehensive solution for businesses that provides on demand or premise-installed data collection and reporting solutions. The ASP/IT provides private transactions within a 128-bit encoded level of security, and offers valued-added application services that include: (1) publishing forms to web browsers, PDAs and smart phones; (2) Data storage in a relational database; (3) Data reporting and charting; and

WHEREAS, Partner, having extensive experience, business relationships, and network contacts within its industry stands in a position to act as a strategic partner with FAS, and WHEREAS, FAS seeks additional customers, and Partner seeks an additional source of revenue, Partner and FAS have agreed to form a strategic alliance according to the terms herein, which will mutually benefit both parties.

THE PARTIES NOW THEREFORE AGREE AS FOLLOWS:

1. Defined Terms. 1.1 "Actively Participate" shall mean Partner's active engagement in the introduction of a Lead to FAS through an in-person introduction; or a telephone introduction; or through a joint sales call (email introductions shall not qualify), and will include Partner's continued support of FAS through the sales process.

1.2 "Commissionable Lead" shall mean a Lead for which Partner is eligible under Section 3.1.2. herein to be paid a commission because said Lead has become a customer of FAS by executing a FAS License Agreement for use of a FAS Service.

1.3. "Confidential Information" has the meaning set forth in Section 7.1 of this Referral Agreement.

1.4. "Marks" shall mean the service marks, trade marks, trade names, logos, and trade dress of a Party.

1.5. "FAS Lead Form" or "ALF" shall mean a standard form generated by FAS (and available online in the FAS Partner Center) to be used by Partner to identify a referred Lead for purposes of qualifying the Lead as a Commissionable Lead (a sample of which is attached hereto as Exhibit "A").

1.6. "Notification Date" shall mean the date that FAS notifies Partner that it has accepted Partner's Lead as a Commissionable Lead.

1.7. "Party" or "Parties" shall mean FAS and/or Partner.

1.8. "Lead" shall mean a potential or prospective customer identified by Partner.

1.9. "Service" shall mean the on-line business application known as AuditMatic® or similar or successor product, which FAS licenses to Customers.

1.10. "Territory" shall mean the industry and/or geography from which Partner refers FAS Leads, and which shall be determined in FAS's sole discretion, whose description is attached as Exhibit "B" hereto.

1.11. "YOU" shall mean the person or business entity that reviews and agrees to the terms and conditions of this Referral Agreement by clicking "I agree."

2. Term of Referral Agreement. The initial term of this Referral Agreement will be one (1) year from the Effective Date. This Referral Agreement shall automatically renew for additional one (1) year terms, unless either party provides the other with written notice of its intent to terminate the Referral Agreement.

3. Terms and Conditions of Lead Referral and Acceptance.

3.1. Partner's Identification and Referral of Leads.

3.1.1. Partner agrees to use commercially reasonable efforts to refer Leads to FAS from Partner's Territory whom, in Partner's sole opinion, Partner identifies as potential customers for FAS.

3.1.2. Partner acknowledges and agrees that in order for a Lead to qualify as a Commissionable Lead, the following must have occurred:

(i) Partner must have Actively Participated in the introduction of the Lead to a FAS sales contact; and

(ii) Partner must have timely documented the introduction of the Lead on a FAS Lead Form ("ALF") and must have submitted the completed ALF to FAS for review; and

(iii) FAS must have reviewed Partner's ALF and accepted the Lead as commissionable (i.e., not rejected the Lead for any of the reasons stated in Section 3.1.3. below, or otherwise); and

(iv) Partner must have continued to Actively Participate in supporting FAS in the sales process with said Lead.

3.1.3. Partner acknowledges and agrees that no commission will be paid to Partner by FAS to Partner for the referral of a Lead:

(i) that was an existing customer of FAS's at the time of the referral; or

(ii) with whom FAS was already involved in preliminary or advanced discussions relating toward the sale of a license to Lead (as of the date of the ALF); or

(iii) for whom a ALF (or similar document) has previously been submitted to FAS by Partner or any other third party; or

(iv) which occurred more than ninety 90 days prior to the Notification Date; unless extended in writing by FAS; or

(v) for whom Partner did not Actively Participate in the development and/or solicitation of the Lead.

3.1.4. Partner acknowledges and agrees that it shall be solely responsible for and shall bear all costs associated with Partner's development of any Leads for referral to FAS.

3.2. FAS's Obligations Upon Lead Referral.

3.2.1. FAS hereby authorizes Partner to refer Leads to FAS in exchange for the remuneration listed in Exhibit "C."

3.2.2. FAS shall upon submission of a ALF from Partner promptly review the ALF to determine whether to accept the Lead as commissionable under Section 3.1.2 above, or reject the Lead under Section

3.1.3. above, or other commercially reasonable reason as determined by FAS.

3.2.3. FAS will notify Partner within thirty (30) business days ("Notification Date") of receipt of the ALF as to whether the Lead submitted by Partner to FAS is commissionable.

3.2.4. Upon acceptance of a Lead as commissionable, FAS shall be solely responsible for all costs associated with the sale of a License to said Lead.

3.3 Mutual Obligations Re: Lead Development/Sale.

3.3.1. Each Party will cooperate with the other to develop and execute a strategy to best serve the needs of the Commissionable Lead, including how the Parties will work separately or together, if at all, regarding the Lead.

3.3.2. Each Party will, upon request of the other Party, provide the other with all non-confidential information it has regarding a Lead in order to assist the other party in (i) verifying the eligibility of the Lead as commissionable; and/or (ii) successfully soliciting the Lead to purchase FAS products.

3.3.3. Each Party will, upon request of the other Party, in its reasonable discretion, provide the other Party with information regarding its services and/or products. Such information shall include sales and marketing materials and informal training. Any training provided under this Section shall be conducted at mutually agreed times and places and shall be conducted in accordance with the training Party's discretion.

#### 4. Commissions.

4.1. Payment. Subject to the requirements of Section 3 above, FAS will pay Partner an ongoing commission as determined by schedule set forth in Exhibit "C" for each Commissionable Lead referred by Partner to FAS in compliance with the requirements of Section 3 above, that enters into a License Referral Agreement with FAS.

4.2. Payment Timing. Commissions under this Section 4 shall be due no later than the last day of the month following the quarter in which FAS receives the payment of any License fees from a Commissionable Lead.

#### 5. Marketing.

5.1. FAS hereby authorizes Partner to include in its marketing or product distributions, marketing materials about FAS's products, which FAS has prepared and provided to Partner for this purpose. Partner shall not alter modify or otherwise change any material provided to it by FAS.

5.2. Partner agrees to participate in joint marketing campaigns to promote use of FAS's products. Such campaigns will include, but shall not be limited to: (1) prominent promotion on Partner's Website; (2) hyperlinking Websites; and/or (3) joint news releases.

5.3. Partner agrees to assist FAS in identifying and obtaining customer success stories for use by FAS in its marketing and public relations materials.

5.4. Partner agrees to take all commercially reasonable steps to ensure that the goodwill and reputation of FAS is preserved and protected, and that Partner will refrain from any conduct which will cast FAS in a negative light or otherwise damage its customer goodwill and reputation.

#### 6. Publicity.

6.1. FAS will determine in its sole discretion whether a press release announcing the establishment of the Parties' relationship is warranted. Partner agrees to reasonably cooperate with FAS as necessary to effectuate any such press release.

6.2. FAS shall have sole authority to approve any and all press releases, announcements, marketing materials mentioning FAS. Partner shall have sole authority to approve the use of its name in any marketing or other materials submitted to any public source. Neither Party shall unreasonably withhold its approval.

#### 7. Confidentiality.

7.1. Disclosure and Protection. From time to time either Party may disclose (the "Disclosing Party") or make available to the other Party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, vendors, products or services in connection with this

Referral Agreement (collectively "Confidential Information"). Examples of Confidential Information include, but are not limited to, a Party's customer lists, pricing policies, market analyses, market projections, consulting and sales methods and techniques, expansion plans, personnel information, financial information, programs, program decks, routines, subroutines, operating systems, object and source codes, and any other information which is information either identified as being confidential information or which is information that a reasonable business person would understand to be confidential information. Each Party agrees that during the term of this Agreement and thereafter: (i) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (ii) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. The Receiving Party hereby agrees that it shall be responsible for any breach of this Section by its employees, representatives, and agents.

7.2 Exceptions. Information shall not be deemed to be Confidential Information, and a Party shall have no obligation with respect to any such information, which:

- i. is or falls into the public domain through no wrongful act or negligence of either Party;
- ii. is rightfully received from a third party without restriction and without breach of the Referral Agreement;
- iii. is approved for release by written authorization of an officer of either Party; or
- iv. is already in the other Party's possession from a source other than FAS as evidenced by its records and is not the subject of a separate non-disclosure

7.3. Government Request/Subpoena. Nothing contained in the above exceptions shall permit Partner to disclose Confidential Information pursuant to the requirements of a governmental agency or operation of law unless and until notice of such disclosure has been given to FAS prior to disclosure and Partner has used reasonable efforts to receive confidential or protected status for the Confidential Information.

7.4 Termination. Upon termination of this Referral Agreement by either Party for any reason, each Party shall, within twenty (20) days of a written request, return any and all tangible materials containing Confidential Information of the other Party. Following termination of this Referral Agreement, the Parties shall remain obligated not to use, reproduce, disclose or provide such items or information to third parties with the prior written permission of the other Party.

7.5 This Referral Agreement. Both Parties agree that the terms and conditions of this Referral Agreement shall be treated as Confidential Information.

8. Mutual Non-Solicitation. Each Party agrees that it will not solicit the engagement and/or employment of the services of any of the employees and/or contractors of the other Party (either directly or through agents), without written permission of the other Party, during the term of this Referral Agreement and any extension thereof and continuing for a period of one (1) year following its expiration or termination.

9. Reservation of Rights. Partner acknowledges that FAS holds and retains all worldwide right, title and interest in and to its Marks and FAS's Promotional Materials, and that all use of the FAS Marks and FAS Promotional Materials by Partner will inure to the benefit of FAS. Further, Partner will (i) not assert any ownership interests in or contest the validity of the FAS Marks; (ii) comply with written guidelines that FAS may provide to Partner from time to time; (iii) not, at any time during the term of this Referral Agreement, register or cause to be registered the FAS Marks or any trademarks, marks or trade names confusingly similar to the FAS Marks; and (iv) not use the FAS Marks in any manner that is likely to cause confusion, mistake, or deception. Partner will reproduce all copyright, trademark and other notices on any copies of the FAS Promotional Materials created or distributed by Partner.

10. Trademark License. Subject to the terms and conditions of this Referral Agreement, each Party ("Mark Owner") hereby grants the other Party ("Mark Licensee"), a non-exclusive, nontransferable, royalty-free, worldwide license to use its Marks, solely during the term of this Referral Agreement as necessary to perform the marketing and promotional obligations described herein. Any use of the other Party's Marks shall be subject to the Mark Owner's right to review and approve or reject in advance each proposed use of the Mark, and shall conform with any trademark usage guidelines, polices, or requirements provided by the owner of the Mark. Any rights not expressly licensed herein are reserved by the Mark Owner, and all use by the Mark Licensee shall accrue to the benefit of the Mark Owner. The Mark Licensee will not take any action that would conflict with or be contrary to the Mark Owner's rights and interest in its Marks. Nothing contained herein shall be deemed to grant either party any right, title or interest in or to the other's Marks other than the license granted herein. As between the parties, FAS acknowledges that Partner is the sole and exclusive owner of the Partner Marks, and Partner acknowledges that FAS is the sole and exclusive owner of its Marks.

11. Nonexclusive Referral Agreement. Each Party acknowledges that this Referral 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, Partner agrees that once it establishes a Commissionable Lead with FAS, it will not refer a direct competitor of FAS to such Commissionable Lead.

12. FAS's Right to Change Terms and Conditions. Partner acknowledges and agrees that FAS may change the terms and conditions of its FAS Alliance Partner Referral Program at any time and in its sole discretion. The Parties agree that no such change shall affect FAS's obligation to pay Partner commissions for Leads provided to FAS prior to the effective date of any change. Partner further acknowledges and agrees that Partner's continued participation in FAS's Alliance Partner Referral Program following the

effective date of any change shall be deemed Partner's acceptance of such new term(s) and/or condition(s), and shall be binding on Partner, provided that FAS has given Partner written notice of such change.

13. Termination.

13.1. In The Event of Breach. Either Party may terminate this Referral Agreement upon thirty (30) days written notice to the other Party in the event of a breach of any provision of this Referral Agreement by the other Party, provided that, during the thirty (30) day period, the breaching Party fails to cure such breach.

13.2. Bankruptcy. Either Party may terminate this Referral Agreement 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.

13.3. Convenience. Either party may terminate this Referral Agreement upon giving thirty (30) days written notice to the other Party.

13.4. Effect on Commissions.

13.4.1. For Convenience: Any commissions earned and/or due to Partner from FAS shall be paid to Partner in accordance with Section 4 of this Referral Agreement.

13.4.2. For Cause: In the event that Partner has referred to FAS a Commissionable Lead prior to FAS's termination of this Referral Agreement for breach or other cause, FAS shall pay Partner in accordance with Section 4 of this Referral Agreement but only for Leads provided to FAS in the thirty (30) day period immediately preceding termination.

13.4.3. For Bankruptcy: Upon termination of this Referral Agreement by FAS in accordance with Section 13.2. of this Referral Agreement, FAS shall have no obligation to pay Partner any commission as of the date of the termination.

14. Warranties. The Parties mutually warrant that each is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the State of its incorporation or domicile and has the full and unrestricted power and authority to execute and deliver the Referral Agreement and to carry out the transactions contemplated hereby. Partner warrants that its agreement to this Referral Agreement and the performance of any work and delivery of any services will not conflict with or violate any commitment, agreement or understanding Partner has or will have with any other person or entity and there is nothing that will prevent Partner from performing its obligations under the terms and conditions imposed on it by the Referral Agreement. The Parties represent and warrant that the Referral Agreement has been duly authorized and constitutes a valid obligation, binding and enforceable in accordance with the terms hereof.

15. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

16. Limitations of Liability. EXCEPT FOR BREACHES OF SECTIONS 7 (CONFIDENTIALITY), AND 10 (TRADEMARK LICENSE), NEITHER PARTY WILL 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. EXCEPT FOR BREACHES OF SECTIONS 7 (CONFIDENTIALITY) OR 10 (TRADEMARK LICENSE), IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE PAYMENTS PAID BY FAS TO PARTNER 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.

17. Miscellaneous. 17.1. Independent Contractor. This Referral Agreement does not create any joint venture, partnership, agency, or employment relationship between the Parties. Partner and FAS are independent contractors with respect to one another under the terms of this Referral Agreement. Neither Party shall have the authority to legally bind the other Party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other.

17.2. Force Majeure. Neither Party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event.

17.3. Notice. The Parties agree that all notices that may or must be given under the provisions of this Referral Agreement shall be delivered by email or facsimile or by hand-delivery. Notices to FAS shall be directed to referralpartner@FAS.com. Notices to Partner shall be directed to the contact information provided by Partner to FAS. All notices shall be effective the next business day after sending.

17.4. Assignment. This Referral Agreement shall inure to benefit and bind the Parties hereto, their successors and assigns, but neither Party may assign this Referral Agreement without written consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets.

17.5. Headings. The headings of the Sections of this Referral Agreement are intended for convenience only, and will not affect the intent, scope, or meaning of any provision of this Referral Agreement.

17.6. Governing Law. This Referral Agreement shall be governed in accordance with the laws of the State of Texas and any controlling U.S. federal law. Any disputes, actions, claims or causes of action arising out of or in connection with this Referral Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Dallas, Texas.

17.7. Integration. This Referral Agreement (and any Exhibits hereto) represent the entire agreement of the Parties and supersedes all prior discussions and/or agreements between the Parties and is intended to be the final expression of their Referral Agreement. It shall not be modified or amended except in writing signed by both Parties. In the event of an express conflict between the terms of this Referral Agreement and the terms of any Exhibit, the verbiage of this Referral Agreement controls. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Referral Agreement shall otherwise remain in full force and effect.

**ATTENTION! THE PRECEDING TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU BY CLICKING THE "I AGREE" BUTTON DISPLAYED HEREWITH. YOU SHOULD CAREFULLY READ THE PRECEDING AGREEMENT GOVERNING THE AUDITMATIC REFERRAL PROGRAM BEFORE CLICKING "I AGREE." BY CLICKING "I AGREE" YOU ARE REPRESENTING 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 YOU 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 AUDITMATIC REFERRAL PROGRAM.**

**EXHIBIT A — SAMPLE FAS LEAD FORM ("ALF")**

**EXHIBIT B — TERRITORY DESCRIPTION  
NORTH AMERICA.**

**EXHIBIT C — PARTNER COMMISSION FORMULA**

FAS, Inc. will compensate Partner with a commission equal to ten (10%) percent of the total amount of fees as set forth in the AuditMatic License Agreement between FAS and the Commissionable Prospect as of the Effective Date of any such License Agreement.

In the case in which a Commissionable Prospect pays FAS monthly or quarterly, FAS will compensate the Partner by matching the payment schedule of the Commissionable Prospect.

This commission will be paid to the Partner for a period of three (3) years from the Effective date of the Commissionable Prospect signing a license agreement.