

SOHAM INC

SALES REFERRAL AGREEMENT

LAST UPDATED AUGUST 19, 2020

Soham Inc (d/b/a Zenoti) "Zenoti" develops, markets and sells web-based business management software solutions to multiple business segments. Zenoti's customer referral program ("Referral Program") rewards customers who recommend third parties to sign up for Zenoti services as per the terms of this agreement. By participating in the Referral Program, you agree to be bound by the terms of this agreement.

1. The following definitions shall apply to this agreement:

- a. "Order" means an order for Services submitted to Zenoti by a customer that, upon acceptance by Zenoti, shall become a binding contract for Zenoti to sell and deliver and for a customer to purchase and pay for the Services described in the Order.
- b. You shall be referred to as the "Referral Partner" for the purposes of this agreement.
- c. "Referee" means a specifically identified and qualified prospective customer that the Referral Partner has a good faith reason to believe shall have a sufficient degree of interest in the Services than an Order shall be generated if commercially reasonable sales efforts are directed at the prospective customer.
- c. "Approved Referee" means Referee for which Referral Partner has completed the Online Referral Form which has been submitted to and approved by Zenoti as a valid Referral.
- d. "Referral Period" means ninety (90) days from the date on the online approved Referral Form provided by Zenoti to Referral Partner.

2. Referral Partner shall perform the following during the term of this Agreement:

- a. Prior to undertaking any solicitation efforts of a Referral, Referral Partner shall submit a Referral Form for approval to Zenoti and provide such additional information as may be requested by Zenoti. If the Referral does not conflict with other sales efforts underway by Zenoti or any of its other resellers or Referral Partners, Zenoti may, at its sole discretion, approve the Referee by e-mail to the e-mail address listed on the Referral Partner Profile. Under no circumstances shall commissions be paid to Referral Partner for any Referees which are not approved.
- b. Assist a Zenoti representative in scheduling a meeting with the Referee within thirty (30) days of Zenoti's approval of the referral if requested by Zenoti.

3. For any invoices issued pursuant to Orders received by Zenoti from the Approved Referee during the Referral Period (regardless of the date of the invoice), Soham shall compensate Referral Partner by

giving the Referral Partner one month of free Zenoti subscription per center that the Referee subscribes to for Referee's own business.

a. Number of locations shall be determined by the number of center licenses purchased from Zenoti by the Referee during the Referral Period. Thus, if a Referee subscribes to Zenoti for 5 centers owned by Referee, then the referral Partner shall be awarded 5 months of free subscription of Zenoti. The Referral Partner can allocate 5 months to a single center or an overall account, or 1 month across 5 centers.

b. The free subscription months shall be due to Referral Partner only for so long as this Agreement is in effect. Zenoti shall credit the free month(s) to Referral Partner within sixty (60) days of the date of Zenoti's receiving payment from the Approved Referee for the order(s). Referral Partner agrees that the payment of this compensation in the form of free subscription months shall be Zenoti's sole financial and legal obligation to Referral Partner hereunder and that no payments shall be made for Orders obtained following the Referral Period, no matter what efforts Referral Partner may have made with respect to such Orders.

c. If any Referee cancels their subscription prior to paying at least 3 months' worth of subscription fees and prior to having used the software for running their business for at least 3 months, then there shall be no form of compensation given to the Referral Partner.

4. Referral Partner agrees that Referral Partner is an independent contractor, not Zenoti's partner, agent or employee. Referral Partner shall bear its own expenses in connection with this Agreement without any reimbursement by Zenoti. Referral Partner understands and agrees that this arrangement is on a non-exclusive basis and that Zenoti may engage other parties to assist in its sales efforts with respect to the Services or any other Zenoti services as, when and wherever it desires. In no event shall Zenoti be liable for incidental, consequential, punitive, indirect or special damages irrespective of the basis of claim. IN NO EVENT SHALL ZENOTI BE LIABLE TO REFERRAL PARTNER, CUSTOMERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS, INTERRUPTION OF BUSINESS, LOSS OF TECHNOLOGY OR LOST DATA, HOWEVER ARISING, WHETHER UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ZENOTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZENOTI'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL AMOUNT OF COMMISSIONS PAID BY ZENOTI TO REPRESENTATIVE DURING THE MOST RECENT ONE MONTH TERM.

5. Referral Partner further agrees that Referral Partner is not an agent of Zenoti and therefore has no authority to make any warranties, representations or any other commitments on behalf of Zenoti to any other third parties. Referral Partner further has no authority to bind Zenoti to any action or agreement whatsoever. Referral Partner represents, warrants and covenants that Referral Partner shall not make any misrepresentations, including by omission, regarding Zenoti or any other product or services provided by Zenoti, in any manner whatsoever. Referral Partner represents and warrants that Referral Partner is not a member of the immediate family of any Zenoti employee within Zenoti's sales department. The term "Immediate Family" shall include parents, children, siblings, spouses, grandparents and grandchildren.

6. All the information that Zenoti discloses to Referral Partner hereunder (“Zenoti Confidential Information”) including any information concerning an Approved Referee shall always be treated as confidential by Referral Partner during the term of this Agreement and thereafter and shall not be disclosed to a third party without Zenoti’s prior written consent. Referral Partner shall not use any of the Zenoti confidential information except in the performance of its duties hereunder. All information provided to Referral Partner shall be returned to Zenoti immediately upon request.
7. This Agreement shall be effective as of the Effective Date and shall continue until either party sends the other party written notice of termination. Termination of this Agreement shall be effective immediately. Commissions shall be paid only so long as this Agreement has not been terminated. Upon termination of this Agreement by Zenoti for cause, all payment of commissions to Referral Partner shall immediately cease.
8. Both parties agree that any controversy or claim relating to this Agreement, any performance or dealings between the parties or otherwise shall be settled exclusively by arbitration in the State of Delaware in the United States. The Laws of the United States and the State of Delaware shall solely apply to this Agreement.
9. The parties agree that this Agreement constitutes the entire agreement between the parties and may be modified by Zenoti anytime and shall be deemed accepted by Referral Partner’s continued participation in the Referral Program after such modifications.
10. If any of the terms of this Agreement shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term of the Agreement.
11. Referral Partner and Zenoti agree and intend that there are no third-party beneficiaries to this agreement.
12. Referral Partner and Zenoti further agree that Referral Partner may not transfer any of its rights/benefits or duties under this agreement to any other third party.