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Partner Agreement

Terms and Conditions

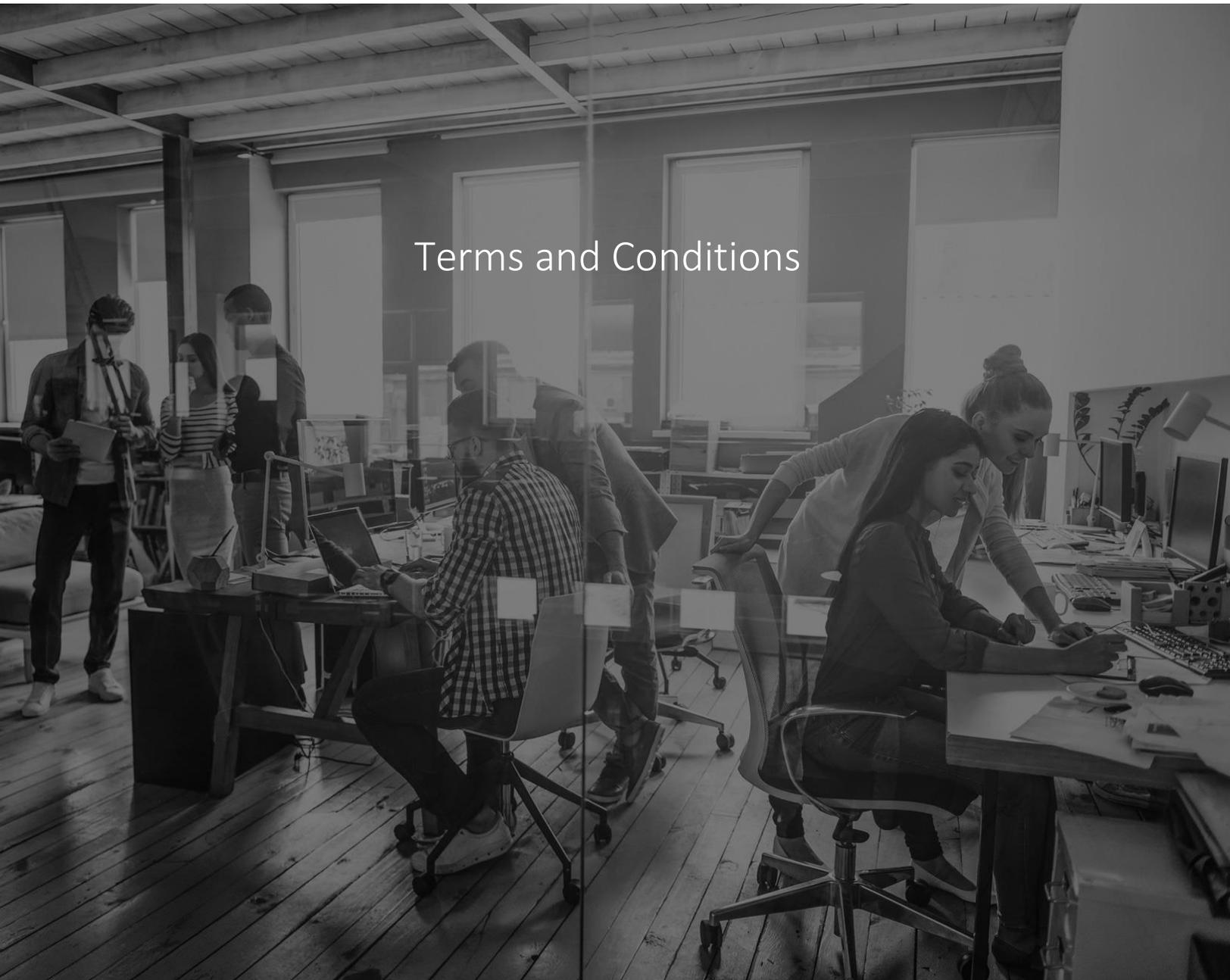


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Cover Page

This Lead Referral Agreement, consisting of this Cover Page and the Business Terms (collectively, this “Agreement”), is made and entered into by and between Company and Partner (each, as defined below). The Agreement shall become binding once You complete and sign the Business Partner Form (“Form”) to indicate Your acceptance of this Agreement, and receive an email confirmation from Company indicating that the Form and Agreement have been received and processed by Company (the “Effective Date”). Company and Partner are sometimes referred to as a “Party”, and together as the “Parties.”

As used in this Agreement, the following terms shall have the meanings set forth below:

Company:	Partner:
“Company” means Dash LLC, a U.S., State of Colorado, limited liability company with corporate offices in Colorado.	“Partner” or “You” means the person or company (including Company Name and other information) detailed in the Form submitted to Company.
<p>Company Headquarters and Notice Address: XXXXXXXXXXXX, XXXXXXXXXXXX, CO, 80525</p> <p>Contact Name: XXXXXXXXXXXX Telephone: XXXXXXXXXXXX Email: partners@dashapplications.com</p> <p>For legal notices, provide copies to: Dash Applications – Legal Department; legal@dashapplications.com</p>	<p>Partner Information: “Partner Information” means the information provided by Partner in the Form.</p> <p>https://www.dashapplications.com/partners/</p>
TERM: “Term” shall mean the “Initial Term” and all “Renewal Term(s)” thereafter (each, as defined in Section 4 of the Business Terms).	

Business Terms

Background

Dash LLC is the owner and operator of Dash Applications (together known as “Dash”), software and technology solutions that help improve operations and sales for retailers and brands. As a leader in merging traditional and digital retailers, Dash serves small-to-medium size e-Commerce and brick and mortar companies in North America, Europe and South Africa (“Company Service”). Partner wishes to promote, market, and advertise the Dash Service to potential Dash customers (“Referrals”) through its website(s) and other marketing channels, in accordance with Company’s Partner Program (“Program”) detailed in this Agreement.

Agreement

The Parties agree as follows:

1. LICENSE.

- a. Subject to this Agreement and its terms, Company hereby grants to Partner a free, non-exclusive, non-transferable and revocable license (“License”) to market and distribute the Dash Service to Referrals, and to use the Company trademarks, logos and URLs provided by Company and listed in Exhibit A (“Licensed Marks,” as may be amended by Company from time to time), and associated materials, language or code for the sole purpose of promoting the Company Service (collectively, “Marketing Materials”).
- b. The license to use the Licensed Marks granted herein is subject to updates from time to time by Company at its sole discretion. Company may revoke this license at any time by giving Partner thirty-day (30) written notice (including via email).

2. PROGRAM COMMITMENTS.

- a. The Program. To participate in the Program, Partner must complete the online application for participation in the Program found on Company’s website (“Site”, found at <https://www.dashapplications.com/partners>) and enter this Agreement. Company may accept or reject any application at its sole discretion should the application be incomplete, or the partnership not align with Company’s goals.
- b. Legal Agreements. As part of its participation in the Program and in acting as Company’s Partner, Partner hereby agrees and consents to the terms of this Agreement and the Program, the Guidelines, and any other requests and rules set by Company from time to time, in its reasonable discretion, in connection with Partner’s ongoing participation in the Program and promotion of the Company Service to Referrals. In all its activities under this Agreement, and specifically such activities relating to Partner’s promotion of Company Service, Partner shall cooperate with Company and act in good faith. In entering this Agreement, Partner further recognizes and accepts the terms and rules set in Company’s Terms of Service (“Terms,” found at <https://app.termly.io/document/terms-of-use-for-saas/bd836556-a26b-42cb-8660-4fc8e3a0ed2d>) and Company’s Privacy Policy (“Privacy Policy,” found at <https://www.dashapplications.com/privacy-policy.html>), as applicable to Company’s provision of the Company Service to Referrals, and particularly regarding Partner’s adherence to the Privacy Policy in all matters involving privacy of Referrals’ information.

- c. Promotion, Referral Activities. Partner agrees to engage in continued, active promotion of the Company Service in various marketing channels using the Licensed Marks and Marketing Materials and do so in compliance with the terms of this Agreement.
- d. Prohibited Activities. Partner agrees not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Company's sole discretion. Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("Spamming") in promoting the Company Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
- e. Permissible Use of Company Marks.
 - i. Partner expressly agrees to comply with all the terms herein (particularly Section 5(c)) in using the Licensed Marks and in creating Marketing Materials.
 - ii. Through the Guidelines and otherwise, Company shall provide specifications and other instructions from time to time as to Partner's permissible use of the Licensed Marks in creating Marketing Materials and promoting the Company Service. Partner further agrees to comply with all such specifications and instructions.
 - iii. Partner shall ensure that all Licensed Marks appearing on its Marketing Materials are in the form approved by Company in the Guidelines or otherwise, shall not modify any Company Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by Company, and shall further comply with reasonable instructions from Company as to the form, content and display of Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by Company, the license granted herein shall expire and Partner shall immediately cease all its activities under this Agreement.
- f. Liabilities. Partner shall be solely responsible for its operations in acting under this Agreement, including, without limitation, the legality of Partner's operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a Company Mark violates a third party's trademark rights, Company is not responsible for the development, operation or content of Partner's Marketing Materials and Partner agrees to defend, indemnify and hold Company harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of Partner's Marketing Materials.
- g. Customer Relations. During and after the Term, Company shall be the exclusive owner of all relations created via Partner among Company and Referrals with respect to the Company Service, including any and all information identifying Referrals who contract with Company for the use of the Company Service. The Terms, Privacy Policy, and Company's rules and procedures for the Company Service will apply to these Referrals and may be changed by Company without prior notice to Partner, and Partner agrees to convey to Referrals the nature of their relations with Company under the Terms.
- h. Other Partnership Benefits. Company and Partner have agreed to additional partnership benefits as defined and described in Exhibit B. In the case of any conflicts between this Agreement and benefits described in Exhibit B, this Agreement will take precedence.

3. QUALIFIED REFERRALS, COMMISSIONS.

- a. “Qualified Referrals” mean Referrals (i) referred by Partner to Company and who complete the sign-up procedure in accordance with the procedure described in Section 3(b) below; (ii) of whom Company has no record in connection with the Company Service, or who are not, at the time referred to Company by Partner, in any contractual relations or ongoing negotiations or communications with Company in connection with the Company Service; (iii) who accept the Terms and acquire, at a Referral’s own discretion and without receiving any monetary or other incentive from Partner; and (iv) who are not rejected by Company, and make at least one payment to receive the Company Service.
- b. Referral Procedure. Each Referral shall be referred to Company by Partner through the online Contact Us form provided by Company (as found at <https://www.dashapplications.com/partner-referral/>), which Partner shall have the Referral fully complete and submit to Company (“Referral Form”). Upon receiving each Referral Form, Company shall send an email to the Referral’s email address indicated in the Referral Form, detailing the steps to be taken towards registration to receive the Company Service and becoming a Qualified Referral. Company shall be responsible for the sales process to all Referrals, subject to the Parties’ continued good-faith cooperation in promoting the sales process to Referral.
- c. Exclusions. The following referral exclusions apply:
 - i. You may not submit a Referral for a Potential Customer on the same transaction where you earn (or one of your affiliates earns) Company SPA (Solution Provider Agreement) discounts. You may not submit your own organization as a lead.
 - ii. Company reserves the right to terminate this Referral Agreement if it suspects that you do not have the Potential Customer’s consent for disclosing their Referral information, or that you are gaming, including, but not limited to, submission of low-quality leads or unusually high volumes.
 - iii. If you are a Company employee or a direct or extended family member of a Company employee, you may not participate in the Referral Program.
 - iv. Referral information from ineligible countries (embargoed countries by the US government) will not be accepted.
- d. Commissions.
 - i. Responsibilities. Company shall collect all fees from Referrals for the Company Service directly from Referrals.
 - ii. Referral Fees. Upon a Referral becoming a Qualified Referral, Company shall pay Partner referral fees in arrears at ten percent (10%) of the contracted license fees for the term of the initial contract payable by the Qualified Referral under the Terms (“Referral Fees”). Such Referral Fees shall become payable and be paid to Partner within thirty (30) days of the end of the calendar quarter in which Company Service fees attributed to such Qualified Referrals are paid to Company.
 - iii. Associated charges. Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees, and Partner shall indemnify, defend and hold Company harmless from and against any claims arising out or relating to all charges emanating from Company’s payment of Referral Fees.

- e. Sales/Commissions Reports. Company shall provide Partner, via email, a quarterly report summarizing the sales activities of Partner and its commissions for Qualified Referrals derived from Referral Forms. Company shall not reveal the names or other personal information about Referrals and Qualified Referrals.
- f. Referral Information. You acknowledge and agree that Company may provide Referral Information to Company Partners and Affiliates but has no control over the sales and marketing process with respect to such Referral Information, or when or if a customer will place an order. You hereby waive any liability to Company relating to its (or the Company Partners & Affiliates) sales efforts and for how many (if any) orders are placed based on Referral Information provided.

4. TERM AND TERMINATION.

- a. Initial Term. This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter (“Initial Term”), unless Company rejects Partner’s application to participate in the Program.
- b. Renewal Term. Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of twelve (12) months (each, “Renewal Term”), unless a Party gives written notice (including via email) of termination to the other Party at least thirty (30) days’ prior to the end of the Initial Term or any Renewal Term.
- c. Early Termination.
 - i. Reasonable Cause. Company shall have the right to terminate this Agreement at any time for reasonable cause by giving thirty (30) days prior written notice via email to Partner.
 - ii. For Cause. Either Party may terminate this Agreement at any time, effective immediately upon written notice (including via email) to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days opportunity for the breaching Party to cure such breach.
- d. Effect of Termination. From and following the date of termination of this Agreement Partner’s rights under this Agreement shall terminate, and Partner shall not be entitled to receive any Referral Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.

5. GENERAL.

- a. Modification of Agreement. Company may modify this Agreement from time-to-time at its reasonable discretion by posting a change on the Site (at <https://www.dashapplications.com/partners/>) and notifying Partner via email. If Partner objects to any such change, Partner may terminate this Agreement for cause. Partner’s continued participation in the Program following receipt of notice about changes to this Agreement shall constitute binding acceptance of this Agreement as amended.
- b. Assignment. Company or Partner may assign this Agreement at any time. Company or Partner may not assign or transfer this Agreement without Company’s or Partner’s prior written consent, such consent not to be unreasonably withheld.
- c. Intellectual Property Rights. All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in Company Marks, the Company Service and related content and technology around the world (“Company IP Rights”)

are and will remain the exclusive property of Company and its subsidiary companies. The License granted by Company to Partner under Section 1 of the Business Terms is granted solely under the terms of this Agreement and in furtherance of its objectives. Partner's right to use the Licensed Marks is at the discretion of Company and is subject to Partner's compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Partner agrees to (a) not use any Company IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any Company IP Rights; (c) not create or obtain any intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any Company IP Rights; (d) promptly notify Company of any unauthorized use of any Company IP Rights of which Partner has actual knowledge; and (e) always use the Licensed Marks and any other Company Marks in compliance with the Guidelines. Company may perform periodic reviews of any Marketing Materials presented by Partner and shall have the exclusive authority and discretion to order the removal and/or amendment of any Marketing Materials presented by Partner.

- d. No Waiver. Either Party's failure to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of the first Party's right to subsequently enforce such provision or any other provision of this Agreement.
- e. Limited Warranty. Both Parties always warrant that during the Term they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Terms, Privacy Policy and Guidelines. During the Term and after its termination for any reason whatsoever, Partner expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of Company and will not make, publish or allow to be made or published any disparaging remarks concerning Company, its representatives, or the Company Service.
- f. Disclaimer of Warranty. Other than Company's express warranty under the previous subsection (e), Company makes no other warranty, express or implied, of any kind and Company expressly disclaims any and all warranties and conditions, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement of the subject matter of this Agreement.
- g. Limitation of Liability. Neither Party nor any officer, employee, director or any other representative of each Party shall be liable towards the other Party or towards any third party, under or in connection with this Agreement or its termination, in contract, pre-contract, tort or otherwise for (i) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings) or (ii) any loss of goodwill or reputation. Such losses include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages as well as any losses or damages caused by interruption of operations. Notwithstanding any other circumstances or understandings surrounding any relations among the Parties, each Party's entire liability to Partner under this Agreement shall not exceed \$100 U.S. for any and all claims for damages of any kind made by either Party under this Agreement, and by entering this Agreement each Party recognizes the limitations herein on each other Party's liability.
- h. Independent Contractors. The Parties herein act on their own behalf as independent contractor. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relations set out in this Agreement, and Partner is expressly precluded from acting on Company's behalf. Partner's display of Licensed Marks under this Agreement, other content presented by Partner, or contact among Partner and third parties shall not misrepresent the relations described herein.

- i. Indemnification. Each Party will indemnify, defend and hold the other Party and its subsidiaries, affiliates, officers and employees (the “Indemnified Parties”) harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys’ fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the Indemnified Parties arising from any of the following: (i) a breach of the Agreement; (ii) the negligence, gross negligence or willful misconduct of either Party or its employees, agents or contractors; or (iii) a failure by either Party or its employees, agents, contractors or invitees to comply with the laws and regulations referenced hereinbefore.
- j. Confidential Information and Prohibition on Raiding. Each of the Parties guarantees that all information of a confidential nature received from the other Party before, during and after the conclusion of the Agreement shall remain confidential. Information shall in any event be considered confidential if related to pricing, discounts, Referrals’ information or if designated as confidential by either of the Parties. Neither Party shall for the duration of this Agreement and for one year after termination thereof hire, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.
- k. Force Majeure. A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. “Force majeure” events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, as well as improper performance by Company’s suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.
- l. Entire Agreement; Severability. This Agreement represents the entire agreement among the Parties regarding the subject matter thereof and the Parties’ respective obligations and commitments herein. No other documents, or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement, and this Agreement may not be modified except in a writing executed by both parties. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- m. Counterparts; Notices. This Agreement may be signed in counterparts and such counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged. All notices relating to this Agreement shall be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Page.
- n. Governing Law; Jurisdiction; Dispute Resolution. This Agreement shall be governed by the laws of the State of California, U.S.A, without giving effect to any principles of conflicts of law. Jurisdiction shall lie exclusively in the District Courts of Sacramento County, California. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of California, and the Parties agree not to raise, and hereby waive, any objections or defenses based upon venue or forum non conveniens. Prior to initiating any legal action arising under or relating to this Agreement, a Party shall provide the other Party written notice of a dispute and the Parties shall actively and in good faith negotiate with a view to speedy resolution of such dispute within ten (10) business days of the receipt of such notice.

IN WITNESS WHEREOF, each party intending to be legally bound by the terms of this Agreement has caused it to be executed a by their respective duly authorized representatives.

FOR SERVICE PROVIDER:

FOR PARTNER:

Company

Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

dash/...

Exhibit A

PERMITTED COMPANY MARKS FOR USE BY PARTNER.

1. Logos:

dash/...

dash/ **planning**

dash/ **amazon**

Note, vector files and other logo variations provided upon request.

2. Box Letter Trademarks: Dash Applications® or Dash® (Top level Dash Mark associated with all of Dash's product lines).
 - a. dash / APPLICATIONS
 - b. dash / AMAZON or dash / AMZ
 - c. dash / PLANNING

dash/...

Exhibit B

PLACEHOLDER FOR ADDITIONAL PARTNERSHIP TERMS.