

**SOHAM INC**  
**SALES REFERRAL AGREEMENT**

**LAST UPDATED APRIL 19<sup>th</sup> 2016**

Soham Inc (d/b/a Zenoti) “Zenoti” develops, markets and sells web based Business Management Software solutions to multiple business segments. With a goal of rewarding persons who recommend third parties to sign up for the Zenoti services as per the terms of this agreement, Zenoti has created this customer referral program (“Referral Program”). By participating in the referral program you agree to be bound by the terms of this agreement. You shall be referred to as the “Referral Partner” for the purposes 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. “Referral” means a specifically identified and qualified prospective customer that 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 Referral” means Referral (or customer as used herein) 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 Approval 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 relating to the Services, 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, in its sole discretion, approve the Referral 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 Referrals which are not approved.
  - b. Assist a Zenoti representative in scheduling a meeting with the referral within thirty (30) days after Zenoti’s approval of the referral if requested by Zenoti.
3. For any invoices issued pursuant to Orders received by Zenoti from the Approved Referral during the Referral Period (regardless of the date of the invoice), Soham shall pay Referral Partner a one-time commission of \$100 per Referral. In the event the Referral has more than one physical locations then Zenoti shall pay a one-time Referral fee of \$100 per location for

which Referral purchases the software. Number of locations shall be determined by the number of center licenses purchased by Referral during the Referral Period from Zenoti. Commissions hereunder shall be due and payable to Referral Partner only for so long as this Agreement is in effect. Zenoti shall mail the commission check or wire transfer the amount owed to Referral Partner within sixty (60) days of the date of Zenoti's receiving payment from the Approved Referral for the Order(s). Referral Partner agrees that the payment of this commission 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. If any Referral 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 commission paid to the Referral Partner. In the event commissions are ever overpaid, then the overpaid amount shall be adjusted against future commissions to be paid to the Referral Partner. It shall be the sole responsibility of providing accurate bank details and any other required information to enable Zenoti to pay the commissions to Referral Partner. If the funds are paid to a different party, other than the Referral Partner, due to an error in the information provided by the Referral Partner, that portion of the funds/commissions shall be deemed as paid 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 Prospect 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.