



PARTNER FLEET NON-EXCLUSIVE REFERRAL AGREEMENT

This Partner Fleet Non-Exclusive Referral Agreement (the “**Agreement**”) is entered into by and between **PARTNER FLEET INC.**, a Delaware Corporation (“**Partner Fleet**”) and the entity or person described in the signature block below (“**Referral Partner**”). This Agreement is effective on _____ (the “**Effective Date**”).

Referral Partner and Partner Fleet may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

PROGRAM

Partner Fleet’s platform enables and encourages collaboration between Partner Fleet customers and their partners, which benefits both sides of the partnership in addition to their respective customers and prospects. When your partner uses Partner Fleet, you can expect streamlined onboarding, a quicker time-to-value, easier and more effective co-marketing, and more leads sourced from the partner over the lifetime of the partnership.

The Partner Fleet Customer Referral Program (the “**Program**”) provides a structured process and incentives for referring prospective customers to Partner Fleet.

Any participation in the Program is subject to the terms and conditions set forth below.

PURPOSE OF AGREEMENT

Partner Fleet will pay to Referral Partner a Referral Fee as set forth herein following the closure of a transaction by Partner Fleet that was a result of a qualified lead provided to Partner Fleet by Referral Partner, provided that the lead referred meets the conditions set forth in this Agreement.

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

1. “Product Offering” shall mean the “Partner Fleet Platform” product.
2. “Referral Fee” shall mean the fee payable to Referral Partner by Partner Fleet as set forth in Exhibit A.
- 1.3 “Referred Customer” shall mean a Target Customer who has executed a Partner Fleet Subscription Agreement.
- 1.4. “Referral Term” means the period beginning on the Effective Date and ending twelve months therefrom. The parties understand and agree that Partner Fleet shall only pay Referral Partner the Referral Fee for Target Customers Submitted during the Referral Term.
- 1.5 “Target Customer” means the prospective customer entity referred to Partner Fleet as set forth in this Agreement.
- 1.6 “Partner Fleet Marks” means Partner Fleet’s name and logo and such other trademarks, trade names, trade dress, service marks and service names that Partner Fleet uses from time to time.



1.7 **“Partner Fleet Subscription Agreement”** means the standard form of service agreement utilized by Partner Fleet for the provision of Partner Fleet’s Product Offering.

2. APPOINTMENT. Partner Fleet hereby appoints Referral Partner as an authorized referral partner to solicit customers on its behalf and to submit Target Customer leads to Partner Fleet for Partner Fleet to win new business.

3. NONEXCLUSIVITY. This Agreement is nonexclusive. The parties understand and agree that Partner Fleet has the right to solicit customers directly and to appoint any number of additional representatives or agents to solicit customers.

4. AUTHORITY. Referral Partner is not the agent of Partner Fleet and has no authority to execute contracts for Partner Fleet. All Partner Fleet Subscription Agreements are solicited for presentation to the designated Partner Fleet officer with authority to execute such agreements on behalf of Partner Fleet. The authorized representative of Partner Fleet shall negotiate any and all price deviations from the standard pricing, as well as any other deviations from Partner Fleet standard terms, if any.

5. FEES AND PAYMENT. Partner Fleet shall pay to Referral Partner the Referral Fee specified in Exhibit A. Partner Fleet shall pay such Referral Fee within thirty (30) days of receipt of payment for the Product Offering from the Referred Customer. Referral Partner shall be responsible to pay any and all tax, including VAT, Sales or Use tax if applicable, on any commissions paid by Partner Fleet hereunder.

6. ELIGIBILITY. Referral Partner shall only be eligible to receive a Referral Fee if it meets all of the following factors (the “Eligibility Requirements”):

(a) Referral Partner shall submit the Target Customer’s name to Partner Fleet via email to their Partner Fleet point of contact. Upon receipt of the potential Target Customer’s name, Partner Fleet will review its opportunities to determine whether such potential Target Customer is a pre-existing Partner Fleet lead. Following Partner Fleet’s determination that the potential Target Customer is not a preexisting Partner Fleet lead, Partner Fleet shall notify Referral Partner in writing (email is acceptable) (the “Acceptance Notification”);

(b) There must be a valid and binding Partner Fleet Subscription Agreement executed between Partner Fleet and the Target Customer within six (6) months of the Acceptance Notification; and

(c) Referral Partner shall have been actively involved in securing the Partner Fleet Subscription Agreement with the Target Customer which involvement shall include, but not be limited to, consistent communication with the Target Customer and its key decision maker and significant promotion of Partner Fleet to the Target Customer, in accordance with the rights set forth in this Agreement.

(d) Referral Partner must provide Partner Fleet with their W-9 Form.

7. MARKETING. Referral Partner may use commercially reasonable efforts to market and promote the Product Offering to Target Customer. Referral Partner may promote the Product Offering using mutually approved marketing materials.

8. PROMOTION. Neither Party will issue any press release or otherwise publicize the terms of this Agreement without the prior written consent of the other Party unless required by governmental or judicial order.

9. CONFIDENTIAL INFORMATION. Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, business and other proprietary information of the other party, that is disclosed or of which it



becomes aware in connection with or pursuant to this Agreement (collectively, "Confidential Information"). Confidential Information of Partner Fleet includes all technology including, but not limited to, software used in providing and operating Partner Fleet's services, documentation and information regarding the technology, reporting and proprietary data related thereto, and any derivative works thereof as well as research, development, trade secrets or business affairs of Partner Fleet, its employees, subsidiaries, affiliates and/or agents. Notwithstanding the foregoing, Confidential Information shall not include information that (a) becomes publicly available without the fault of the receiving party, (b) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, (c) is approved for release by written authorization of the disclosing party; and (d) is developed by the receiving party without use of or reference to any Confidential Information of the disclosing party as documented by competent evidence, or (e) is required to be disclosed by law. The Confidential Information disclosed by either party constitutes the confidential and proprietary information of the disclosing party and the receiving party shall retain such Confidential Information in strict confidence and not disclose to any third party (except as authorized under the Agreement) or use for any purpose other than its performance under this Agreement, without the disclosing party's prior written consent. Each party agrees to treat all Confidential Information of the other party in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care. In the event of breach of any of the provisions of this Section 9, the non-breaching party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief. The obligations of confidentiality and limitation of use shall survive the termination of the Agreement. This existence of, as well as the terms and conditions of this Agreement, shall be deemed Confidential Information.

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER. Each party represents and warrants that in its performance of any obligations or services contemplated under this Agreement, such party shall comply with all applicable laws, rules and regulations. OTHER THAN THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY OR TO ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT OFFERING, WEBSITES, MARKS, CONTENT OR OTHERWISE, AND EACH PARTY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PARTNER FLEET EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY OR ANY OTHER ASPECT OF THE PRODUCT OFFERING OR SERVICES PARTNER FLEET DEVELOPS OR PROVIDES HEREUNDER.

11. INDEMNIFICATION. Referral Partner shall defend Partner Fleet, at Referral Partner's expense, from and against any third party claims, suits, actions or proceedings made or brought against Partner Fleet resulting from: (a) a misrepresentation by Referral Partner relating to the Partner Fleet's Product Offering or its services in connection with this Agreement, or (b) use of the Partner Fleet Marks not in accordance with this Agreement. Further, Referral Partner shall indemnify and hold Partner Fleet harmless against all damages, costs and reasonable attorneys' fees awarded against Partner Fleet by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer, in connection with such claims. The foregoing obligations are conditioned upon Partner Fleet (a) promptly providing notice to Referral Partner concerning the existence of an indemnifiable claim (provided that failure to give prompt notice shall not constitute a waiver of Partner Fleet's right to indemnification and shall affect Referral Partner's obligations under this Agreement only to the extent that Partner Fleet's rights are materially prejudiced by such failure or delay), and (b) promptly providing all information and assistance reasonably requested and otherwise full cooperation with Referral Partner in defending the claim, and (c) giving the Referral Partner sole control and authority of the defense and settlement of any indemnifiable claim (provided, however, that any settlement requiring Partner Fleet to admit liability or make any financial payment shall require Partner Fleet's prior written consent, not to be unreasonably withheld or delayed).



12. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN AS SET FORTH IN SECTION 9 OR A BREACH OF REFERRAL PARTNER'S INDEMNITY OBLIGATION IN SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR INTERRUPTED COMMUNICATIONS, INCURRED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) AGGREGATE DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNTS PAID BY PARTNER FLEET TO REFERRAL PARTNER HEREUNDER IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13. TERM AND TERMINATION; SURVIVAL. This Agreement will be effective as of the above date and shall continue in effect until the end of the Referral Term. The parties understand and agree that a Referred Customer may execute a Partner Fleet Subscription Agreement following expiration of the Referral Term and in such case, the provisions of this Agreement applicable to payment of the corresponding Referral Fee shall survive in order to pay the Referral Fee to Referral Party. Partner Fleet may terminate this Agreement in the event Referral Partner breaches any terms of this Agreement. Notwithstanding any terms to the contrary, the provisions of Sections 1 (Definitions), 4 (Authority), 8 (Promotion), 9 (Confidential Information), 10 (Representations and Warranties; Disclaimer), 11 (Indemnification), 12 (Limitation of Liability), and 13 (Term and Termination; Survival) shall survive any termination of this Agreement.

14. DISPUTE RESOLUTION. Upon any dispute, controversy or claim between the Parties, either with respect to the interpretation of any provisions of this Agreement, or with respect to the performance of the Parties under this Agreement, at the request of either Party, each of the Parties will designate a representative from the senior management who (to the extent practicable) does not devote substantially all of his or her time to performance under this Agreement to attempt to resolve such matter. The designated representatives will negotiate in good faith in an effort to resolve the dispute over a period of ten (10) days, unless they conclude that amicable resolution of the matter in issue through such efforts is unlikely. If a dispute cannot be resolved as described above, the dispute shall be submitted to mediation, and if mediation is not successful, to binding arbitration, in accordance with the dispute resolution procedures set forth below. Judgment on any arbitration award may be entered in any court having jurisdiction.

15. INDEPENDENT CONTRACTORS. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

16. ASSIGNMENT. Neither Party will have any right or ability to assign (including any assignment by operation of law), transfer, or sublicense any obligations or benefit hereunder without the written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Partner Fleet may assign this Agreement or its rights and obligations hereunder to a successor in interest without obtaining consent from Referral Partner in the event of a merger, consolidation, reorganization or initial public offering or the sale of all or substantially all of the assets of the assigning Party. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

17. NOTICE. Notices required to be sent hereunder will be in writing and will be effective upon (i) personal delivery, or (ii) the second business day after mailing, in each case addressed to the addresses set forth above and, if to Partner Fleet, to the attention of Finance Department, and, if to Customer, to the attention of the signatory of this Agreement, or to such other address or individual as the parties may specify from time to time by written notice to the other party.



18. GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without giving effect to conflict of laws principles. The parties each consent to the personal and exclusive jurisdiction of the federal and state courts located in the City of Wilmington, Delaware. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

19. ENTIRE AGREEMENT; WAIVER. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement. This Agreement is the sole agreement between the parties related to any sale solicitations by Referral Partner on behalf of Partner Fleet. Except as otherwise provided herein, only a written instrument dually signed by authorized representatives of Referral Partner and Partner Fleet may change this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed by facsimile and in any number of counterparts, each of which is to be deemed an original and all of which together constitute one and the same instrument.

20. FORCE MAJEURE. If a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, acts of war, terrorism, hurricanes, earthquakes, pandemics, other acts of God or of nature, strikes or other labor disputes, riots, or embargoes, such failure or delay will not be deemed to constitute a breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

ACCEPTED AND AGREED TO:

COMPANY: _____

PARTNER FLEET, INC.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Date: _____

Date: _____



EXHIBIT A

A. REFERRAL FEES.

Subject to the terms set forth in Section 6 of the Agreement, Partner Fleet shall pay to Referral Partner the following Referral Fees: 10% of all Platform Subscription Fee Revenue received by Partner Fleet for Partner Fleet's Product Offering pursuant to a Partner Fleet Subscription Agreement. "Platform Subscription Fee Revenue" shall mean the fees paid to Partner Fleet by Referred Customer for the first twelve (12) months of Referred Customer's subscription to Partner Fleet's Product Offering, minus any Incidental Expenses and excluding any Add-on Sales and revenue generated through dynamic pricing, such as partner count pricing tiers. "Incidental Expenses" shall mean (a) costs attributable to sales, use, value-added, excise and other taxes, customs duties and other governmental charges; and (b) returns or credits. "Add-on Sales" shall mean additional purchases of Partner Fleet's Product Offering made following Referred Customer's initial purchase. For avoidance of doubt, the Parties understand and agree that Subscription Fee Revenue shall exclude professional services, training services or consulting services fees.