

VersionOne – Partner Referral Agreement

PLEASE READ THIS CAREFULLY. BY CLICKING “I ACCEPT” AND SUBMITTING A LEAD REGISTRATION FORM, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING YOUR PARTICIPATION IN THE VERSIONONE REFERRAL PROGRAM (THE “PROGRAM”).

THIS AGREEMENT (the “**Agreement**”) is made between VersionOne, Inc., a Delaware corporation (“**VersionOne**”), and the person that submits a lead registration form via the VersionOne website at www.versionone.com (“**Partner**”). This Agreement is effective as of the date Partner first submits a lead registration form (the “**Effective Date**”). Capitalized terms are defined in Section 1 below.

Background

VersionOne develops, markets, and supports project planning and management software tools specifically for Agile software development methodologies. Partner is an independent Agile consultant. VersionOne seeks to expand the use of its Software through referrals of Leads from independent Agile consultants. To induce Agile consultants to refer their present and past clients to VersionOne, VersionOne will pay a Referral Fee to Partner for each Compensable Referral.

TERMS AND CONDITIONS

1. Definitions.
 - a. “**Actively Participate**” means a Partner’s active engagement in the introduction of a Lead to VersionOne through an in-person meeting, joint sales call, email or telephone introduction, and includes Partner’s continued support of VersionOne throughout the sales process.
 - b. “**Compensable Referral**” means a Qualified Referral that executes a Software Agreement within six (6) months after the Referral Date.
 - c. “**Lead**” means a prospective customer for the Software referred to VersionOne by Partner, and registered with VersionOne by means of a Lead Registration Form pursuant to this Agreement.
 - d. “**Qualified Referral**” means a Lead that at the time of registration, (a) is not in VersionOne’s CRM database, *or* (b) is in VersionOne’s CRM database, but is not actively being pursued by VersionOne. The foregoing notwithstanding, any Lead may be designated by VersionOne as a Qualified Referral, subject to a reduced Referral Fee as may be mutually agreed to by Partner and VersionOne. VersionOne has complete and final authority, and sole discretion, to determine if a Lead is a Qualified Referral and its determination will be final, binding, and non-appealable.
 - e. “**Referral Date**” has the meaning ascribed to such term in Section 2(c) hereof.

- f. **“Referral Fee”** means 20% of the Software license revenue recognized by VersionOne from the initial order of the Software placed by a Qualified Referral within six months of the Referral Date. If a Qualified Referral purchases a license for the hosted version of the Software, the amount of the Referral Fee is 20% of the revenue for the initial 12 months of the term of the Software Agreement. If the term of the Software Agreement is less than 12 months, the amount of the Referral Fee is 20% of the revenue for the term of the Software Agreement. VersionOne has complete and final authority, and sole discretion, to determine the Software license revenue recognized by VersionOne from the initial order of the Software, and its determination will be final, binding, and non-appealable. VersionOne reserves the right to change the Referral Fee from time to time without notice. The maximum Referral Fee under this Program is \$20,000.
- g. **“Receipt”** means that VersionOne has actually received a document from Partner during its normal business hours. If a document is received outside VersionOne’s normal business hours, the document will be deemed to be in Receipt at 9am on the next business day.
- h. **“Software”** means VersionOne’s then current generally available software products.
- i. **“Software Agreement”** means a written agreement under which VersionOne licenses its Software to a Qualified Referral.

2. Program Description and Rules.

- a. Partner can participate in this Program, only by accepting the terms of this Agreement by submitting a Lead Registration Form to VersionOne via the VersionOne website at www.versionone.com.
- b. Leads are registered with VersionOne only by completing the online Lead Registration Form and submitting it to VersionOne. A Lead Registration Form must be completed for each specific deployment opportunity. For example, if a Lead has multiple divisions or locations and a Partner is working within more than one division or location, Partner must complete a Lead Registration Form for each specific and identifiable deployment opportunity.
- c. VersionOne will have ten (10) business days from Receipt to review each Lead Registration Form to determine if the Lead named therein is a Qualified Referral. The date upon which a Lead registration is accepted by VersionOne is the **“Referral Date”**.
- d. Partner will Actively Participate in support of VersionOne throughout the sales process.
- e. Upon request, VersionOne will provide Partner with status updates regarding Leads and Qualified Referrals.

- f. VersionOne will pay a Referral Fee for each Qualified Referral that executes a Software Agreement within six (6) months after the Referral Date. Amounts paid by a Qualified Referral for annual support, services, or other non-software license fees are not eligible for inclusion in the calculation of Referral Fees and Donations. The maximum Referral Fee payable under this Program is \$20,000.
- g. Only one Referral Fee will be paid per Qualified Referral. Referral Fees will not be combined to increase the payout to Partner.
- h. VersionOne reserves the right to increase the percentages used to calculate Referral Fees. Any such increase in percentages will not increase the maximum Referral Fee.
- i. Referral Fees will be paid within 30 days after the end of the calendar month in which VersionOne receives a payment from a Compensable Referral pursuant to a Software Agreement.
- j. VersionOne has complete and final authority, and sole discretion, to administer and interpret the Program.

3. Additional Provisions.

- a. VersionOne may modify the Program and/or Lead Registration Form from time to time. Modifications will be posted at http://www.versionone.com/Partners/Refer_A_Client.asp.
- b. VersionOne reserves the right in its discretion to make any changes in the Software and Software Agreements, including pricing, and to refuse to enter into a Software Agreement with any Lead for lack of creditworthiness or for any other reason in its sole discretion.
- c. Each party understands this Agreement is non-exclusive. Without limiting the generality of the foregoing, Partner acknowledges that nothing in this Agreement prevents or limits VersionOne from marketing and selling its Software or any other Software or service, in whole or in part, directly or indirectly, to any Leads or from appointing representatives, resellers, distributors and other marketing agents, without liability to Partner.
- d. This Agreement is effective as of the Effective Date and will remain in effect for twelve (12) months after the Effective Date, unless extended by VersionOne upon written notice to Partner.
- e. This Agreement may be terminated by Partner upon thirty (30) days written notice.
- f. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

- g. This Agreement will not be assigned or transferred by Partner without VersionOne's prior written consent. Any purported assignment or transfer will be null and void.
- h. This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia without regard to the choice of law or conflict of laws provisions thereof. Any action arising under or in connection with this agreement may be brought (a) in any appropriate state court sitting in Forsyth County, Georgia (b) in any federal court sitting in the Northern District of Georgia (Atlanta Division) (collectively, the "Permitted Courts") and the parties: (a) consent to the jurisdiction of the Permitted Courts in such actions and (b) agree not to plead or claim that such litigation brought in the Permitted Courts has been brought in an inconvenient forum. Any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
- i. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Partner has no authority of any kind to bind VersionOne in any respect whatsoever.
- k. All notices under this Service Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- l. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. VERSIONONE'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO \$1,000.00.