

Partner Name: _____

Partner Account Number: _____

Agreement Date: _____ 20__

Partner Agreement

This Partner Agreement is dated the ____, 20__ made by and between eWorkplace Apps, LLC (“EWPA”), a California corporation located at 34 Anacapa Ln, Aliso Viejo, CA 92656 and _____ (“Partner”) a _____ corporation located at _____.

WHEREAS, EWPA is developer, licensor and distributor of certain software products and Partner desires to obtain a non-exclusive license to use certain such software products for internal and sales use and provide licenses of such products to end-users, EWPA and Partner agree to the following:

1) Definitions**a) Agreement**

Shall mean this Partner Agreement together with all exhibits hereto.

b) Software Products

Shall mean the software products that appear on EWPA’S published price list.

c) Mainstream Versions(s)

Major releases of Software Products for which EWPA is providing support as defined in software support agreements

d) Maintenance Releases

Shall mean corrections and enhancements to Software Products, including hot fixes, patches, workarounds and updates, and upgrades. Maintenance Releases do not include new products or add-ons to Software Products which include new features for which EWPA charges a separate fee to its licensees

e) End User Software License Agreement

Agreement that contains the terms and conditions related to the use of Software Products.

f) Territory

Shall have the meaning set forth in Section 2a

g) Partner Program Document

Defines details related to performance under of this agreement such as, but not limited to, margin, requirements the Partner must meet, benefits to Partner, etc.

2) LICENSE

- a)** EWPA agrees to grant and Partner agrees to accept a non-transferable and non-exclusive license to provide licenses to end-users only for the Software Products, in the following country(ies) only (hereinafter "Territory"):

Territory:

- b)** Partner shall not loan or rent Software Products. Partner shall not provide access to Software Products to any third party for the purpose of the unauthorized copying of Software Products. Partner agrees that the act of providing access to Software Products, where such unauthorized copying is intended or likely to occur, shall be deemed to constitute contributory infringement of the copyrights and trade secret rights of EWPA
- c)** EWPA hereby grants Partner a license to use Software Products subject to the terms and conditions in this Agreement as well as the End User Software License Agreement for the Software Products used by Partner.
- i)** in sales presentations which demonstrate the Software Products functionality to end-users, provided Software Products at all times remains in the possession and control of Partner's employees
- ii)** for Partner's internal business operations; provided that Partner complies with the terms of the applicable End User Software License Agreement.
- d)** Software Products are furnished for use with an environment that conforms with the terms and conditions of the products End User Software License Agreement.
- e)** Partner agrees to use commercially reasonable efforts to promote and license Software Products. Partner shall promptly report and follow up on all sales leads
- f)** In order to obtain or maintain Partner's authorization to license to distribute and license Software Products to end- users, Partner shall at all times satisfy the minimum requirements set forth in the Partner Program Document.

- g) Partner levels as defined in the Partner Program Document are not intended to exercise control over, or provide assistance with respect to, Partner's own policies and practices; or management, marketing or operational practices, all of which shall be determined by Partner, in its discretion
- h) Partner shall be an independent contractor or entity, and this Agreement does not and is not intended to create in any way or manner or for any purpose whatsoever an employer-employee, principal-agent, partner or joint venture relationship. Partner is not authorized to enter into agreements for or on behalf of EWPA, to create any obligation or responsibility, express or implied, for or on behalf of EWPA, to accept payment of any obligations due or owed EWPA, or to accept service of process for EWPA.
- i) EWPA may, by written notice, make modifications to Software Products and thereby alter the Software Products subject to this Agreement, without otherwise affecting the terms of this Agreement, so long as Software Products continue to function according to specification. EWPA may delete and discontinue support of Mainstream Versions current versions of software Products with 60 days' notice.
- j) Partner must sign EWPA End User Software License Agreement for the Software Products it intends to access

3) TERM OF LICENSE

- a) This Agreement commences on the date of this Agreement and shall continue to the end of the calendar year in which it was signed. This Agreement shall then be automatically renewed for successive one (1) year terms unless otherwise terminated as provided in Section 15.

4) PRICING, PAYMENTS AND REPORTS

- a) For each Software Product licensed to an end user by Partner, Partner shall pay to EWPA the published suggested list price for such Software Product in effect on the date the order is to be delivered less Partner's margin in effect on the date the order is delivered.
- b) Partner's margin is determined by the level at which Partner has qualified as outlined in the Partner Program Document.
- c) The qualifications for each Partner level is defined in the Partner Program Document.
- d) All monetary references shall be in U.S. dollars unless otherwise indicated. Such fees shall be payable upon receipt of the invoice for each shipment of Software Products, upon such terms as are set forth on such invoice.
- e) EWPA reserves the right to change the suggested list prices for Software Products. Such changes shall apply to each copy of any Software Product delivered or downloaded after the expiration of a sixty (60) day period commencing on the date of the general announcement of such change(s).
- f) EWPA shall make good faith efforts to give written notice of changes in the suggested list prices for Software Products to its Partner, but failure to do so shall not affect EWPA'S right to change such prices.

- g) Partner shall furnish such reports of sales and additional information detailed in the Partner Program Document or as EWPA may reasonably require from time to time.
- h) Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Partner in good faith within ten (10) days of the receipt of an invoice therefore will be deemed approved and accepted by Partner.

5) OPERATING ENVIRONMENTS

- a) Partner acknowledges that EWPA licenses Software Products for use with
 - i) Operating environments (web browsers, cloud services, servers, peripherals, database management systems and operating systems) supported by EWPA.
 - ii) Operating environments compatible with those supported by EWPA. EWPA makes no representation as to what environments are compatible with supported operating environments
- b) Partner agrees that, if Partner chooses to provide a license Software Products to end-users for use on a non-supported operating environment, it is Partner's responsibility to assure that Software Products will work properly on that environment. EWPA will make available information about what operating environments are reported to be compatible based on other users' and partner's experience; provided, however, EWPA makes no warranty as to the accuracy of such information.
- c) EWPA agrees to make a reasonable investment of time and resources to help Partner resolve problems that occur in non-supported operating environments. EWPA, in its sole discretion, shall determine what constitutes reasonable investment of time and resources.
- d) EWPA makes **NO** warranty as to compatibility with non-supported operating environments or the operation of Software Products with non-supported operating environments.

6) WARRANTY AND LIMITATIONS ON WARRANTY:

- a) Partner's exclusive warranty regarding Software Products is set forth in the EWPA'S End User Software License Agreement.

- b) THE ABOVE IS THE SOLE WARRANTY MADE BY EWPA. EWPA DISCLAIMS, TO THE EXTENT AUTHORIZED BY LAW, ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION
 - i) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANLIKE EFFORT
 - ii) WARRANTIES ARISING THROUGH COURSE OF DEALINGS OR USAGE OF TRADE
 - iii) WARRANTIES THAT THE SOFTWARE WILL BE ERROR FREE.
- c) NO ADVICE OR INFORMATION PROVIDED BY EWPA SHALL CREATE ANY WARRANTY.
- d) EXCEPT IN THE EVENT OF A BREACH AS NOTED IN PARAGRAHS 7, 8, AND 9 WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR SIMILAR LOSSES) EVEN IF EWPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e) Each party shall protect, indemnify, save harmless, and defend the other party from any loss, cost, damage, or expense, including attorney fees, arising from any claim that is in any way associated with the matters set forth in this Agreement.
- f) EWPA'S cumulative liability under this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall in no event exceed the license fees paid for Software Products found to be defective with the maximum amount being \$ 10,000.
- g) All limitations on liability, damages and claims are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- h) Warranties and limitations on warranties and related terms respecting undertakings to end-users of Software Products shall be as set forth in the End User Software License Agreement for said Software Products.

7) PROPRIETARY RIGHTS

- a) EWPA is the exclusive owner of Software Products, derivative works thereof, enhancements and modifications thereto made by EWPA or on their behalf by third parties, and Maintenance Releases, or maintains sufficient rights as a licensee to grant to Partner the limited rights granted in this Agreement. Nothing in this Agreement shall be construed to grant Partner any right, title or interest in Software Products, derivative works thereof, enhancements and modifications thereto made by EWPA or on their behalf by third parties, or Maintenance Releases except the limited right to use, market, reproduce, relicense and distribute granted in Paragraph 2 of this Agreement.
- b) Partner recognizes the validity of EWPA'S trademarks, trade names, copyrights, patents, and trade secrets. Partner will cooperate in good faith to secure and preserve EWPA'S respective right and title to the copyrights and patents for Software Products as if said Software Products were Partner's own products. No provision or clause in this Agreement shall be interpreted as an assignment or grant to Partner of any right, title, or interest in or to such trademarks, trade names, copyrights, patents, and trade secrets, all privileges pertaining thereto remaining the exclusive property of EWPA (or in some cases, of their subcontractors), except for the non-

exclusive license granted herein to Partner to use Software Products as specified under the terms of this Agreement.

- c) Partner agrees upon termination of this Agreement to continue to protect EWPA copyrights, patents, and trade secrets.
- d) Partner agrees not to remove any copyright notices or confidential or proprietary legends from Software Products, and to reproduce such notices and legends on any copies made under the provisions of this Agreement.
- e) Further, any printed reference to Software Products will include the appropriate copyright notice and/or legends in the following form: “© 20 __, eWorkplace Apps, LLC, All Rights Reserved” and such other copyright notices as may be required by EWPA.

8) CONFIDENTIAL INFORMATION:

- a) Each party acknowledges that it may have access to certain of the other’s proprietary, confidential and nonpublic information, as more fully specified herein, and makes the covenants, agreements and promises contained in this Section 8. Each party acknowledges and agrees that as a result of access to confidential information and related items, and through prior and subsequent communications, a party (the “Recipient”) will acquire knowledge of the proprietary and confidential information the other party (the “Discloser”), including, without limitation:
 - i) Information of a business nature, such as marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, information and data concerning costs, profits, market share, sales, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, or information regarding suppliers, dealers, or lenders
 - ii) Information of a technical nature such as trade secrets, patent applications, product specifications, data, know-how, formulas, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, innovations, improvements, past, current and planned research and development, computer software and programs (including object code and source code), and database technologies, systems, structures and architecture
 - iii) Information regarding personnel and human resources such as organizational structure, salary, personnel training techniques and materials, and employees' qualifications
 - iv) Information generated or derived by Recipient or its officers, directors, partners, employees, affiliates, agents and representatives that contains, reflects or is derived from any of the information described above
 - v) Any other information obtained from Discloser that is not known to the public (referred to herein, collectively, as the “Confidential Information”).
- b) Subject to the provisions of Section 8D below, Recipient acknowledges and agrees that all the Confidential Information disclosed to or acquired by Recipient shall be maintained in strict confidence by Recipient. Recipient shall not disclose any of Discloser’s Confidential Information to any person or entity (except to personnel and advisors having a need to know who have been informed of the restrictions on the use of the Confidential Information and the provisions of this Agreement).

Recipient agrees not to reproduce or otherwise copy Discloser’s Confidential Information. Recipient agrees to return to Discloser the originals and all copies of all documents and any other written information provided to Recipient concerning the Discloser’s Confidential Information, immediately upon request.

Recipient further agrees that it shall not use Discloser's Confidential Information for Recipient's own benefit except solely for the purpose for which it was furnished, or for the benefit of any other person or entity. Recipient agrees to restrict the circulation or disclosure of Discloser's Confidential Information among or to individuals who are bound by this Agreement or another agreement with the same terms as this Agreement.

- c) Recipient agrees to use the same care and discretion as it employs with similar information of its own, but in no event less than a reasonable degree of care and discretion, to prevent disclosure of, and preserve the confidentiality of, the Confidential Information.
- d) Notwithstanding the provisions of Sections 8A, 8B and 8C of this Agreement, information disclosed to or acquired by Recipient shall not constitute Confidential Information of Discloser to the extent that Recipient can demonstrate
 - i) Such information was known to Recipient prior to the disclosure thereof by Discloser
 - ii) Such information is or thereafter becomes lawfully obtainable from other non-confidential sources
 - iii) Recipient's duty as to confidentiality is waived in writing by Discloser
 - iv) Such information was developed by employees or agents of Recipient independently of and without reference to Discloser's Confidential Information or other information that Discloser has disclosed in confidence to any third party
 - v) Disclosure thereof is required by legal process or applicable law (in which case Recipient shall use Recipient's best efforts to obtain a protective order or other appropriate confidential treatment for such information).
- e) Discloser's Confidential Information shall remain the property of Discloser. No license or assignment, by implication, estoppel or otherwise, is granted by Discloser to Recipient to use Discloser's Confidential Information except solely for the purpose for which it was furnished.

9) RIGHT TO USE TRADEMARKS

- a) EWPA grants to Partner the right to use EWPA trademarks and trade names solely for the purposes of distributing and marketing Software Products; provided, however, that
 - i) Partner identifies all trademarks and trade names as being owned by EWPA
 - ii) Partner shall take reasonable steps to modify advertising and marketing materials if EWPA reasonably objects in writing to the manner in which EWPA trademarks and trade names are used
 - iii) Partner complies with all rules, as they may change from time to time promulgated by EWPA pertaining to the use of EWPA trademarks and trade names as set forth by EWPA.
- b) Partner will take reasonable steps to protect EWPA trademarks and trade names in all uses of such trademarks and trade names. Except as specifically provided herein, Partner shall have no right to use EWPA trademarks, product names or trade names, or to refer to EWPA or any of its subsidiaries in connection with any Partner product, promotion or publication without the prior written approval of EWPA, respectively.
- c) Partner shall not directly or indirectly license or attempt to license, whether orally or in writing, any other person or firm to use the EWPA trademarks or trade names.

- d) Notwithstanding anything herein to the contrary, Partner acknowledges that EWPA is the owner of the trademarks and trade names and nothing herein shall grant to Partner any ownership in trademarks and trade names.

10) TRAINING AND SUPPORT OF PARTNER

- a) EWPA may require Partner to obtain technical training relative to Software Products. Partner shall be responsible for all expenses for Partner's personnel in traveling to and attending EWPA'S training programs.
- b) EWPA shall provide technical support to Partner to
 - i) Diagnose and resolve problems or defects in Software Products
 - ii) Assist in specifying and developing enhancements
 - iii) Assist in resolving installation questions.
- c) EWPA shall grant to Partner upon execution of this Agreement, access to EWPA support related to support as defined in 10b. The support to Partner is based upon the conditions as noted in the Partner Program Document.
- d) Periodically, EWPA may monitor telephone discussions with Partner as a means of reviewing the quality and consistency of EWPA'S response to support questions. Partner hereby consents to such monitoring.

11) SUPPORT OF END USER:

- a) EWPA and Partner agree that it is critical that end users obtain needed support and the Partner has the primary relationship with end user and agrees that it is primarily responsible for supporting and maintaining all EWPA Software Products licensed through Partner as well as related software (i.e. offering from Acumatica, resellers partners, ISV's, etc.) used by end user.

EWPA agrees to assist Partner's personnel and the end user per terms and conditions noted in the Partner Program Document.

It shall be considered a breach of this Agreement if Partner fails to provide support to its licensed end users consistent with policies for support of end-users by Partner's as established and published by in the Partner Program Document.

- b) In the event of a Case (as defined in the Software Support Agreement) is unresolved by Partner within ten (10) business days after written communication EWPA to Partner, Partner agrees that
 - i) EWP shall be entitled to the assign, without compensation to Partner, the affected end user (s) to another EWPA Partner or support organization
 - ii) If applicable, Partner shall, upon written notice by EWPA to Partner, be considered to have granted EWPA an irrevocable, royalty-free, worldwide and perpetual license to use, modify and sublicense any customizations or configurations provide by Partner to end user for the sole purpose of supporting Partner's end user(s).
- c) Repeated problems resulting in unsatisfactory end user satisfaction and extraordinary EWPA support costs will be grounds for terminating this Agreement.
- d) EWPA may provide Maintenance Releases for Software Products. EWPA will only make Maintenance Releases available to end-users of Software Products who have signed EWPA Software Support Agreement. if and when such Maintenance Releases are made available to end users of Software Products. All Maintenance Releases are subject terms and conditions of this Agreement.

- e) Partner acknowledges that installation of Maintenance Releases may cause customizations to Software Products to no longer function as intended. For all Software Products licensed through Partner, Partner is responsible for testing any Maintenance Release with Software Product on a separate test system to insure that the Software Products and customizations thereto work properly with the Maintenance Release before installing the Maintenance Release on the production server.
- f) Partner agrees to designate one person, who meets the requirements set forth in the Partner Program Document, who shall be the primary contact person with EWPA concerning all matters relating to Software Products.

12) RIGHT TO TITLE

- a) EWPA maintains sufficient rights as a licensee of certain software incorporated into Software Products to grant to Partner the limited rights granted in this Agreement. EWPA shall not have any liability for any suit arising from a claim of copyright or patent infringement based on
 - i) Partner's use of other than an unaltered release of Software Products obtained from EWPA
 - ii) A combination of Software Products with a product from any company other than EWPA.

13) TERMS AND CONDITIONS OF LICENSE

- a) Partner shall not make any warranty or representation concerning Software Products in addition to, or inconsistent with, the limited warranties in the current End User Software License Agreement. Partner shall hold EWPA free and harmless from, and indemnify EWPA against, any claims arising from any such additional or inconsistent warranty or misrepresentation made by Partner.
- b) Partner shall under no conditions disclose to any third party details regarding the license assigned to Partner by EWPA Systems.
- c) Each party's obligation to deliver is based upon its reasonable control of its business. Neither party shall be held responsible for events over which it has no control, which include, but are not limited to, the following: governmental priority, fire, explosion, flood, riot, war, strikes, resource shortages, freight, embargoes, transportation delays, accidents, acts of God, and compliance with or other action to carry out the intent or purpose of any law.
- d) Neither party shall be liable for delays or defaults due to a cause beyond its control and without its control and without its fault or negligence, except in the event that Partner fails to promptly give notice in writing to EWPA, setting forth the cause of any anticipated delay when Partner has reason to believe that its obligations will not be discharged as provided in this Agreement.
- e) No action, regardless of form, arising out of this Agreement may be brought by either party
 - i) in the case of an action arising out of breach of the provisions of Sections 7, 8 and 9 more than four (4) years after such cause of action has arisen
 - ii) in the case of an action for nonpayment, more than two (2) years from the date the last payment was due,
 - iii) in the case of any other action, more than one (1) year after the cause of action has arisen.

14) ASSIGNABILITY OF THE LICENSE

- a) Partner shall not assign, or otherwise transfer any of the rights granted under this Agreement without the prior written consent of EWPA, which consent shall not be unreasonably withheld.

15) TERMINATION OF THE LICENSE

- a) This Agreement may be terminated by Partner or EWPA at the end of the original term or any renewal term thereafter upon written notice to the other party given at least ninety (90) days prior to the end of the original term or any renewal term.
- b) Either party shall have the right, without incurring any liability therefore to the other party, upon thirty (30) days' notice in writing, to terminate this Agreement and, in the case of EWPA, to refuse to make any deliveries or provide services, if other party fails to observe, comply with, or perform under this Agreement and fails to cure such with a 30-day notice period
- c) Upon thirty (30) day after written notice to Partner by EWPA of material breach of any term of this Agreement if such breach remains uncured at the expiration of such 30-day period
- d) Immediately in the event the Partner becomes the subject of a petition of bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors
- e) Upon thirty (30) day prior written notice to Partner for failure to pay any fees and Partner does not cure such within the thirty (30) day period.
- f) Upon thirty (30) days after written notice to Partner for failure of Partner to satisfy the minimum requirements set forth in the Partner Program Document; provided, however, if, within 30 days of receipt of such notice, Partner and EWPA develop a mutually agreeable plan to remedy the aforementioned failures.
- g) Except as expressly provided in Section 15i, upon termination of this Agreement for any reason, Partner shall cease using the Software Products and Partner shall cease using all sales or marketing materials related to Software Products, and any Internet keywords or meta-tags which contain the name "eWorkplace Apps" or any substantially similar name.
- h) Except as provided in Section 15i, upon termination of this Agreement for any reason, EWPA may assign, without compensation to Partner, Partner's end-users to another EWP Partner or support organization.
- i) In the event Partner is in compliance with all Partner's obligations under this Agreement, and
 - i) this Agreement is terminated by EWP pursuant to Section 15A,
 - ii) this Agreement is terminated by Partner pursuant to Section 18A,

then during a two (2) year period commencing on the date this Agreement would have been terminated but for this Section 15i (the "Wind Down Period"), Partner shall have a non-transferable and non-exclusive limited license to distribute and license to Partner's current customer end-users of subscription Software Products only ("Existing Partner Subscription Customers") renewals of those subscription Software Products licensed by such Existing Partner Subscription Customers at the beginning of the Wind Down Period. The limited license granted by this Section 15i shall NOT include

- (1) the right to license any Software Product to anyone other than Existing Partner Subscription Customers,
- (2) the right to license any Software Products to Existing Partner Subscription Customers other than renewals of those subscription Software Products licensed by such Existing Partner Subscription Customers at the beginning of the Wind Down Period.

During the Wind Down Period, Partner shall cease all marketing and sales activities related to the Software Products except as required to support Existing Partner Subscription Customers.

For each Software Product licensed to Partner to Existing Partner Subscription Customers during the Wind Down Period, the following amounts shall be paid by Partner to EWPA:

- (1) the published suggested list price for such subscription Software Product in effect on the date the order is to be delivered less Partner's margin in effect immediately before the beginning of the Wind Down Period on the Existing Partner Subscription Customers' first annual renewal after the beginning of the Wind Down Period. Such fees shall be payable 30 days after payment of said receipt of the invoices
- (2) the published suggested list price for such subscription Software Product in effect on the date the order is to be delivered less 50% of Partner's margin in effect immediately before the beginning of the Wind Down Period on the Existing Partner Subscription Customers' second annual renewal after the beginning of the Wind Down Period. Such fees shall be payable 30 days after payment of said receipt of the invoices.
- (3) For Existing Partner Subscription Customer subscription agreements which are greater than twelve months in duration, the above amounts will be calculated as if Existing Partner Subscription Customer had been contracting for annual subscription periods, provided however that Partner will not be entitled to margin in any amount for payments for annual periods for which the Partner has already received payment from Existing Partner Subscription Customers.

During the Wind Down Period, the terms and conditions of this Agreement shall continue in full force and effect provided that if the terms of this Section 15i conflict with the terms of the balance of this Agreement then the terms of this Section 15i shall control.

After the end of the Wind Down Period,

- i) the license grant in this Section 15i shall be terminated without any further action required by EWPA,
- ii) Partner shall cease using all Software Products, all related sales or marketing materials, and all use of the name "eWorkplace Apps" or any substantially similar name,
- iii) EWPA may reassign, without additional compensation to Partner, Existing Partner Subscription Customers to another EWPA Partner or support organization, and
- iv) Partner will not be entitled any payment for any customer renewals.

16) EXPORT CONTROLS

- a) Partner acknowledges that the transfer of Software Products is subject to the export control laws and regulations of the United States of America which restrict exports and re-exports of software, technical data, and direct products of technical data, including services derived from use of the Products (the "Direct Products"). In addition, export of the Products may be subject to export controls of the country in which Partner is located. Partner agrees that it will not export or re-export any Products or Direct Products, or any information and documentation related thereto, directly or indirectly, without first obtaining permission to do so as required from the United States of America Department of Commerce's Bureau of Export Administration, or other appropriate governmental agencies, to any countries, end-users, or for any end-users that are restricted by any export law or regulation.

17) GOVERNMENT APPROVAL

- a) If any approval with respect to this Agreement, or the notification or registration thereof, will be required at any time during the term of this Agreement, with respect to giving legal effect to this Agreement in the Territory, or with respect to compliance with monetary exchange regulations or other requirements so as to assure the right of remittance to EWPA of U.S. dollars, Partner will, at its own expense, immediately take whatever steps may be necessary to give effect to this Agreement in the Territory and/or to comply with monetary exchange regulations or other requirements. Partner will keep EWPA fully informed of its efforts in this connection. EWPA will be under no obligation to ship Software Products to Partner hereunder until Partner has provided EWPA with satisfactory evidence that such approval, notification or registration is not required or that it has been obtained.

18) AMENDMENT OF THIS AGREEMENT

- a) EWPA reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of EWPA's Agreement and Partner does not accept amendments made, then this Agreement will be terminated pursuant to Section 15. Partner's continued actions as contemplated by the Agreement following the amendment to this Agreement shall be conclusively deemed an acceptance of all such amendments.
- b) Rules, policies and other information as published in the Partner Program Document by EWPA may, in EWPA'S discretion, be amended or changed from time to time. Changes shall become effective sixty (60) day after the date of the general announcement of such change(s).

19) MISCELLANEOUS

- a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated in California. To the maximum extent permitted by law, Partner hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.
- b) If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- c) Sections 6, 7, 8, 9 and 12 of this Agreement shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

- d) The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Partner may not assign, transfer or sublicense Partner's rights in this Agreement.
- f) Partner shall deliver to EWPA such exemption certificates or other documentation reasonably requested by EWPA.
- g) Partner shall, in addition to any fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, unless EWPA is required to charge and such charges are noted on an invoice.
- h) Partner shall reimburse EWPA for the amount of any such taxes or duties paid or incurred directly by EWPA as a result of this Agreement excluding income taxes on the net profits of EWPA.
- i) Any notices required by this Agreement shall be in English and in writing and shall be sent via Certified Mail, Return Receipt Requested, or equivalent to the address set forth at the beginning of this Agreement, or such other address as shall be designated in writing by either party to this Agreement to the other.
- j) Partner agrees that EWPA may provide other communications to Partner solely by means of e-mail or other electronic transmission.
- k) This Agreement supersedes all prior agreements between Partner and EWPA and constitutes the entire agreement between Partner and EWPA with respect to Partner's desire to obtain a non-exclusive license to use certain such software products for internal and sales use and provide licenses of such products to end-users.

By signing below EWPA and Partner acknowledge and agree to the terms and conditions set forth in this Agreement – THIS AGREEMENT IS SUBJECT TO FINAL LEGAL BY EWPA AND THE TERMS STATED IN SECTION 3 AND 15

eWorkplace Apps, LLC:

By: _____

Name: _____

Title: _____

Date: _____, 202_

Partner:

By: _____

Name: _____

Title: _____

Date: _____, 202_