

# sonataventure

Aligning People, Performance & Strategy



2017 Referral Partner Program



# sonataventure

## Join

Become a Sonata Venture Referral Partner

- Register as a Referral Partner by providing your name, company, phone and email address
- You'll receive a unique branded PI referral link in your inbox
- You'll receive marketing materials to distribute electronically

What you need to know

- A bank account is required to receive direct deposits
- The program is available globally and in multiple languages!

## Share

Start referring today

- Share the unique referral link with business leaders in your network
- Use the email and website templates that we'll provide
- Expand your products and services with Sonata

## Earn

Receive payment for every business that signs an agreement

Earn your referral reward

- After your referral engages Sonata Venture, signs an annual agreement, you will receive 10% of the first year's total contract value (on average \$300 per license agreement)
- Earning potential is uncapped

The fine print

- You can submit an unlimited number of referrals, there is NO commission cap
- You're rewarded for each referral's signed agreement for annual services; first year contract value; subsequently on renewals at 5%
- You will receive your referral reward 90 days after agreement is fully executed by both Sonata and your referral lead and payment is received from referral
- Your referral reward will be based on the license agreement signed by the referral lead which takes into account the number of employees at the company
- See full referral lead generation partner rules for more details



# sonataventure

## Referral Lead Partner Program

REGISTER as a Referral Lead Partner:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Using The Predictive Index, we have retained more, hired less and our employees are more efficient on every metric we can measure them on.*

*-Ian Murray, Production Manager, Gold Key Resorts*

### Program Details:

- Use the referral submission document to submit the details of the referral to Sonata Venture
- After your referral and Sonata Venture engage, and an annual agreement is signed, you will receive 10% of the first year's total contract value (on average \$300 per license agreement)
- Earning potential is uncapped
- You can submit an unlimited number of referrals, there is NO commission cap
- You're rewarded for each referral's signed agreement for annual services; first year contract value; subsequently on renewals at 5%
- You will receive your referral reward 90 days after agreement is fully executed by both Sonata and your referral lead and payment is received from referral
- Your referral reward will be based on the license agreement signed by the referral lead which takes into account the number of employees at the company
- See full referral lead generation partner rules for more details



# sonataventure

## Referral Lead Partner Agreement

PLEASE READ THIS AGENCY PARTNER PROGRAM AGREEMENT CAREFULLY.

This is an agreement between you (the Partner) and us (Sonata Venture Solutions, LLC). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible. These terms are so important though that we cannot have you participate in our Agency Partner Program unless you agree to them. By participating in our Agency Partner Program, you are agreeing to these terms.

We periodically update these terms and we will let you know when we do via email.

### 1. Definitions

“Agency Partner Program” means our partner program as described in this Agreement.

“Active Partner” means that you have (i) an active referral relationship with Sonata Venture Solutions by which you are sending lead referrals

“Agreement” means this Agency Partner Program Agreement and all materials referred or linked to in here.

“End User” means the authorized actual referred partner; prospective Sonata Venture Solutions client

“Sonata Venture Solutions Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our products and or services.

“Inactive Partner” means that you do not meet the criteria of an Active Partner (defined above); have ceased submitting new leads to Sonata Venture Solutions.

“List Price” means the standard pricing for the Products and or Services that will be provided to you once approved for the program. We reserve the right to change such pricing at any time.

“Revenue Share” means an amount equal to 10% of Net Revenue from Sonata Venture Solutions that is paid out to partner.

“We”, “us”, “our”, “Sonata” and “Sonata Venture” means Sonata Venture Solutions, LLC

“You” and “Partner” means the party, other than HubSpot, entering into this Agreement and participating in the Referral Partner Program



# sonataventure

## 2. Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

## 3. Partner Transactions

a. Partner Rights and Obligations. We grant you, subject to the limitations set forth below, a non-transferable, non-exclusive right to: (i) promote the Sonata products to your prospects and customers.

b. Compliance with Program Policies. You will comply with the terms and conditions of this Agreement at all times, including the Program Policies, which are incorporated herein by reference. The Program Policies may include requirements that Partner must complete in order to qualify for a certain partner tier and may also require that Partner purchase certain products or services to participate in the Agency Partner Program.

c. Agency Partner Program Limits. Your Capacity Limit depends on your partner tier status and will be as set forth in the Program Policies. Each accepted registration will expire twelve (12) months from the date the prospect became a bonafide signed customer of Sonata Venture Solutions. We will pay you a Revenue Share for as long as the End User/Client maintains a subscription to the Subscription Service, provided that you remain eligible to receive a Revenue Share pursuant to the terms of this Agreement. New customer agreements are paid commission at the rate of 10%, whereby renewing/recurring customer agreements are commissioned at 5%.

d. Eligibility. To be eligible for a Revenue Share, a prospect must be registered, accepted and have executed an agreement for products and or services from Sonata.

e. Submission, Acceptance and Validity. You must register each prospect with us by email. To register a prospect, you must provide at least the following information about each prospect: contact first name, contact last name, email, telephone number, URL and company name. We generally will accept a prospect who, in our reasonable determination: (i) is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing prospects / customers, involved in our active sales process, or your affiliate. Notwithstanding the foregoing, we may choose not to accept a prospect in our reasonable discretion. If a prospect does not execute an agreement within 120 days of submission you will need to complete the registration process again in order to re-qualify for a Revenue Share for that prospect. A prospect is not considered valid: (i) if it is not registered, (ii) if it is not accepted, (iii) if it is expired, (iv) if you as the referral partner are no longer in active status.

*We now have the right people in the right roles, and that is having a positive impact on customer service and return visits. The Predictive Index pays for itself.*

-Harrold Jackson, multi-unit SUBWAY Franchise Owner





# sonataventure

f. Sonata Leads. From time to time, we may choose to introduce you to, or send you information on, a prospect of ours when we identify that such prospect may have a need for the services you offer. You may use the information about the Lead provided only to market and sell your services to them and not for any other purpose. Immediately upon our or the Lead's request, you will promptly discontinue all use of and delete the Lead's information. Leads are considered our Confidential Information and shall be treated in accordance with the 'Confidentiality' section below.

g. Shared Leads. If we decide to participate in the same sales process as you and this results in the sale of the Subscription Service to a prospect that would have otherwise not been valid based on it (i) not being registered, (ii) not being accepted, (iii) being expired, or (iv) exceeding the registered capacity limits or other applicable limits, (each, a "Shared Lead") and you have an Active Engagement (defined below) with such Shared Lead, then we may consider that Shared Lead a registered, accepted and valid prospect for the purposes of the 'Eligibility' section above. An "Active Engagement" means that you have a fully executed written agreement with the Shared Lead under which you are retained to provide marketing services that (i) either pre-dates the time at which the sale of the Subscription Service is closed, or is signed contemporaneously with the close of the sale of the Subscription Service, and (ii) extends at least ninety (90) days beyond the close of the sale of the Subscription Service.

h. Engagement with Prospects. If a prospect is not a Sonata Lead or a Shared Lead but is otherwise valid, we will not engage with that prospect except: (i) to complete the subscription process, (ii) to fulfill or enforce our obligations under an agreement with such prospect, (iii) to provide support, (iv) to conduct our standard marketing and sales activities with prospects that have provided their information to us, for example, by converting on a landing page of ours or by otherwise subscribing to or requesting any of our marketing materials or a product demonstration, (v) in connection with the Partner Programs. When we do engage, we may choose how and whether to engage with each prospect. We may elect to contact the prospects directly, whether or not such contact is by us directly or in conjunction with you. Upon our request, you will provide us with the name and contact information of the End User, and facilitate an introduction. If a prospect is not valid then we may choose to maintain it in our database and we may choose to engage with such a prospect at a later date.

If we request, you agree to facilitate initial / introductory calls with the End User(s). We may request to you to participate on these calls in an effort to help to ensure the quality of warm transfer.

#### 4. Revenue Share and Payment.

a. Requirements for Payment; Forfeiture. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (as indicated in a fully executed agreement); (ii) submitted all information in our account information at the beginning of this agreement; (iii) submitted to us the necessary tax documents (i.e., a completed Form W-9 for U.S.-based Partners, or Form W-8BEN or W-8BEN-E (instructions here) for non-U.S. based Partners); and (iv) returned the forms required by (ii) and (iii) above by email to [LMeck@SonataVenture.com](mailto:LMeck@SonataVenture.com).



# sonataventure

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 4(a)(i-iv) remain outstanding for four (4) months immediately following the close of a Partner Transaction, then your right to receive Revenue Share arising from any and all Partner Transactions with the associated End User will be forever forfeited (each, a “Forfeited Transaction”). We will have no obligation to pay you Revenue Share associated with a Forfeited Transaction. Once you comply with all of the requirements in section 4(a)(i-iv), then you will be eligible to receive Revenue Share on Partner Transactions, as long as these Partner Transactions do not involve the same End User associated with a Forfeited Transaction.

b. Revenue Share Payment. We, will pay the Revenue Share amount due to you within ninety (90) days after the customer has executed an agreement and has engaged with us; in an amount equal to the Net Revenue we recognize as revenue from Partner Transactions.

c. Taxes. You are responsible for payment of all taxes applicable to the Revenue Share paid to you. You will be assessed sales tax as applicable. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.

## 5. Training and Support

a. Partner Training and Support. We will make available to you, without charge, the webinars and other resources as necessary. We will also make available to you a Partner Toolset, accessible through a shared Dropbox account.

b. End User Training and Support. In the instance where you wish to have a greater understanding of our products and or services, we will provide workshops and or other forms of training which may or may not have a cost associated with it.

## 6. Trademarks

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Partner Marks”) in connection with the Agency Partner Program and this Agreement. During the term of this Agreement, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Agency Partner Program and this Agreement; and (iii) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.



# sonataventure

## 7. Proprietary Rights

a. Sonata's Proprietary Rights. No license to any software is granted by this Agreement. The Sonata Venture Products and or representative products (3rd party that we resell) are protected by intellectual property laws. The Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Sonata Content, or the Sonata Products in whole or in part, by any means, except as expressly authorized in writing by us. Sonata Venture Solutions logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

## 8. Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) Sonata Venture customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

## 9. Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests, including without limitation such requests from us related to Sonata Venture Leads and Shared Leads. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

## 10. Term and Termination

a. Term. This Agreement will apply for as long as you participate in the Agency Partner Program, until terminated.

b. Termination Without Cause. Both you and we may terminate this Agreement on sixty (60) days written notice to the other party.





# sonataventure

c. Termination of Inactive Partners. If you are an Inactive Partner, then we may terminate this Agreement on thirty (30) days written notice to you. If, within twenty-one (21) days from the date of such notice, you present us with a plan that will result in you becoming an Active Partner, we will consider this plan in good faith. We may then choose to notify you in writing that we withdraw our notice of termination, in which case the Agreement will not terminate.

d. Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement without cause by us or by you with cause, shall not affect our obligation to pay you a Revenue Share, so long as the related payment by the End User is recognized by us within thirty (30) days after the date of such termination or expiration. We will not pay you fees on End User payments recognized by us after thirty (30) days after the date of such termination or expiration. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue Share will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Revenue Share prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Revenue Share after expiration or termination of this Agreement.

Upon termination or expiration, you will immediately discontinue all use of our trademark, and will remove all Sonata Venture Partner badges and Agency Partner Program information and references from your website(s) and or other collateral. Termination or expiration of this Agreement shall not cause your or an End User's subscription agreement to be terminated.

## 11. Partner Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to provide the prospect data to us for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Agency Partner Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Partner Marks.

## 12. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Agency Partner Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) our use of the Partner Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.



# sonataventure

## 13. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SONATA VENTURE PRODUCTS/SERVICES, AFFILIATE/3RD PARTY PRODUCTS/SERVICES, CONTENT, OR THE AGENCY PARTNER PROGRAM,

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL REVENUE SHARE AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED PARTNER TRANSACTION IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

## 14. Non-Solicitation

You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement. Both you and we acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

## 15. General

a. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Maryland.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.



# sonataventure

SIGNATURE PAGE

\_\_\_\_\_  
Referral Partner Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name / Title

AND

ACCEPTED at Westminster, Maryland; by Sonata Venture Solutions, LLC (seal):

By: \_\_\_\_\_  
Laura Meck, CEO

Date: \_\_\_\_\_



# sonataventure

Aligning People, Performance & Strategy

