

ARCHON SYSTEMS' REFERRAL PARTNER PROGRAM

TERMS AND CONDITIONS

The Agreement is between Referral Partner (as defined below in Section 2.1) and **ARCHON SYSTEMS INC.** ("**Archon Systems**", "**we**", "**our**") the provider of inFlow Cloud™ Services. Each of Referral Partner and Archon Systems are a "**Party**", and together the "**Parties**".

1.0 Acceptance and Changes to the Agreement.

1.1. You must read, agree with and accept all of the terms and conditions contained in this Agreement, including Archon Systems' Privacy Policy and the PartnerStack's Partner User Terms, **before** you click on the "I agree" (or a similar box or button) in respect of this Agreement. **BY SO CLICKING YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS** (the "**Agreement**").

1.2 YOU WILL NOT BE ENTITLED TO PARTICIPATE IN THE REFERRAL PARTNER PROGRAM OR TO RECEIVE ANY REMUNERATION OR OTHER CONSIDERATION UNLESS AND UNTIL ARCHON SYSTEMS HAS ACCEPTED YOUR APPLICATION AND YOU HAVE AGREED TO THESE TERMS AND CONDITIONS WHICH INCLUDE THE TERMS AND CONDITIONS OF THE OTHER AGREEMENTS, POLICIES, AND/OR TERMS AND CONDITIONS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

1.3 ARCHON SYSTEMS RESERVES THE RIGHT IN ITS SOLE DISCRETION TO TERMINATE THE REFERRAL PARTNER PROGRAM AND/OR THIS AGREEMENT IN ITS ENTIRETY, INCLUDING COMMISSIONS, AT ANY TIME.

1.4 ARCHON SYSTEMS RESERVES THE RIGHT IN ITS SOLE DISCRETION TO UPDATE AND CHANGE THE AGREEMENT, INCLUDING COMMISSIONS, AT ANY TIME BY POSTING UPDATES AND CHANGES HERE: <https://dash.partnerstack.com/inflow/resources/>. Any such change or update will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice. You are advised to check the Agreement from time to time for any updates or changes that may impact you. If a significant change is made, we will provide reasonable notice of at least five (5) Business Days by email to the email address identified by you in your application as updated by you or through your Partner Account.

FOR THE AVOIDANCE OF DOUBT, ARCHON SYSTEMS' PRIVACY POLICY FORMS PART OF THIS AGREEMENT AND IS INCORPORATED BY REFERENCE. The Referral Partner Program uses cookies in its operation including tracking with respect to referrals. Archon Systems and PartnerStack, Inc. may collect, use and share any information or data generated through these cookies and the related system for their respective business purposes.

2.0 Definitions and Interpretation

2.1 Definitions.

Unless defined elsewhere in the Agreement, capitalized terms set out in the Agreement are defined as follows:

"**Anti-Corruption Laws**" means the anti-corruption or anti-bribery laws in effect in jurisdictions where you act or purchase, market, sell, distribute, or deliver Products or Services, which include the *Foreign Corrupt Practices Act* of the United States and the *Corruption of Foreign Public Officials Act* of Canada.

“Archon Systems Partner Logo” means the “inFlow Cloud Partner™” mark and related design and/or logo, the use of which by Referral Partner is addressed in Section 5 of this Agreement.

“Archon Systems Trademarks” means all trademarks, logos, service marks and trade names of Archon Systems Inc., whether registered or unregistered, including “inFlow Cloud™ Services” and “inFlow Cloud Partner™”, and the registered word marks “INFLOW”, “INFLOW INVENTORY” and “ARCHON”, and their respective related designs.

“Commission” means the amount payable to Referral Partner in respect of each Customer as calculated and payable in accordance with this Agreement the terms of this Agreement in accordance with the calculations as set out in Schedule A.

“Confidential Information” includes any and all information associated with a Party’s business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. For the avoidance of doubt, as between Archon Systems and Referral Partner, Customer Data is the Confidential Information of Archon Systems.

“Customer” means a Prospect referred by Referral Partner in accordance with this Agreement who has subscribed to and is currently paying Revenue to Archon Systems for inFlow Cloud™ Services.

“Customer Data” means information (including personal information) relating to a Prospect and/or Customer, including, but not limited to, order information, payment information, and account information.

“inFlow Cloud™ Services” means Archon Systems’ inventory management SaaS services, including the application, platform, services and cloud hosting services related to it.

“Minimum Amount” means the minimum amount of Commissions attributable to you in accordance with the terms and conditions of this Agreement that must be attained before notice that Commission is available to be paid will be issued to you, as set out in Schedule A as updated from time to time.

“Partner Account” means the account that you set up on the PartnerStack Platform in respect of calculating, tracking and paying any Commissions owed to you in connection with this Agreement.

“Partner Dashboard” means the administrative page on the PartnerStack Platform that allows a Referral Partners to manage and monitor its Partner Account.

“PartnerStack Platform” is the PartnerStack, Inc. proprietary platform which Archon Systems uses to manage its partner programs including the Referral Partner Program.

“Prospect” means a potential end user or other contact of Referral Partner that may be interested in a subscription to inFlow Cloud™ Services whom Referral Partner has been the first to refer to Archon Systems using the Referral Partner Program and who is not otherwise already a customer of Archon Systems or referred by a third party prior to Referral Partner.

“Referral Partner” or **“you”** means the individual or entity that has applied to and been accepted by Archon Systems, and who has agreed to the terms and conditions of this Agreement and participates in the Archon Systems Referral Partner Program.

“**Revenue**” means all monthly or annual recurring cash amounts **actually received** by Archon Systems from a Customer in respect of the Customer’s subscription to inFlow Cloud™ Services **net of any** (i) Taxes, (ii) credit card, banking fees or payment services fees, (iii) amounts repaid, credited or refunded to Customer, (iv) discounts and (v) commissions payable to third parties, direct project costs and other out- of-pocket amounts paid to third parties. Revenue shall not include any non-recurring fees paid by a Customer, including in respect of training, consulting, implementation, professional services, third-party software fees, or any pass- through expenses paid.

“**Taxes**” means all sales, use, value added, and other taxes or governmental assessments or withholding, now in force or enacted in the future.

2.2 Interpretation.

2.2.1. The division of this Agreement into sections, subsections, paragraphs, and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.

2.2.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided:

- a. references to any agreement, instrument or policy are to that agreement, instrument or policy, as and to the extent updated, revised, amended, novated, supplemented, varied or replaced from time to time in accordance with this Agreement;
- b. reference to any specific law or regulation is to such law or regulation as now enacted or as the same may from time to time be amended, re-enacted or replaced;
- c. the term “provision” includes terms, conditions, covenants, agreements, representations, warranties and other provisions;
- d. words or abbreviations that have well known technical, industry or trade meanings are used in accordance with their recognized meanings;
- e. where the word “including, “include” or “includes” is used in this Agreement, it means “including (or includes) without limitation”;
- f. words importing the singular include the plural and vice versa and words importing gender include all genders; and
- g. the word “dollar” and the “\$” sign refer to currency of the United States of America, unless otherwise designated.

2.2.3. **Independent Contractors.** Notwithstanding some of the verbiage used in this Agreement, including the use of the term partner, this Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. The parties are independent contractors and not partners, joint ventures or otherwise affiliated and neither has any right or authority to bind the other. Accordingly, Referral Partner shall not commit Archon Systems to any agreement including with respect to the inFlow Cloud™ Services. Nothing in this Agreement shall be construed as limiting in any manner Archon Systems’ marketing and distribution activities, or its appointment of other partners, resellers, agencies, dealers, distributors, licensees, agents or representatives of any kind.

3.0 Referrals and Obligations

3.1 Authorization.

Archon Systems hereby authorizes Referral Partner on a non-exclusive basis during the Term of this Agreement to promote the sale of subscriptions to the inFlow Cloud™ Services to Prospects in accordance with the terms and conditions of this Agreement. **You have no authority to act on behalf of Archon Systems, including no right to contract on behalf of Archon Systems, and you shall not represent Referral Partner in any way that would imply that you can commit Archon Systems to any obligation.**

3.2 Non-Exclusive No Guarantee of Income.

You acknowledge that this is a non-exclusive arrangement, and Archon Systems makes no representations regarding the volume of Commission or income you may generate in respect of this Agreement.

3.3 Referral Partner Marketing Activities.

Referral Partner agrees to use reasonable commercial efforts to promote inFlow Cloud™ Services to Prospects. Referral Partner agrees it will comply with good, ethical, and moral business practices, including not engaging in deceptive or misleading advertising.

In conducting all Partner marketing activities, Partner will comply with all applicable laws, rules, regulations, and directives. Without limiting the generality of the foregoing Referral Partner agrees,

- a. (i) **not** to send any email regarding Archon Systems or the inFlow Cloud™ Services to any individual or entity that has not requested such information, including no SPAM or other unsolicited email; (ii) to always include Referral Partner's contact information and "unsubscribe" information in any email regarding Archon Systems or the inFlow Cloud™ Services; and (iii) to **not** imply that such emails are being sent on behalf of Archon Systems;
- b. to comply with all Anti-Corruption Laws applicable to you. You will **not**, in connection with this Agreement, take, or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws;
- c. **not** to refer to Archon Systems any individual, company, organization or other entity (including in or involving any country or territory) that is the subject or target of any government sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties applicable to you and Canada; and
- d. if required by regulation or regulatory authority guidelines, to disclose that you are receiving compensation for the referral (but unless otherwise required by such regulation or guideline Referral Partner shall not disclose the amount of such compensation).

Referral Partner further agrees **not to**:

- a. promote or advertise inFlow Cloud™ Services or Archon Systems on coupon, deal, or discount sites or on GTP/Get Paid to Click or other incentivized sites, or display any offer on a public-facing page or through the use of a "click to display" offer;
- b. use any link pertaining to this Agreement and or its Partner Account directly or indirectly in any pay-per-click advertising, or mask its referral sites or use deceptive redirecting links;

- c. use the Archon Systems Trademarks, or variations or misspellings thereof, in Referral Partner's business name, logo, branding, advertising, social media or domain name (including without limitation top-level domains, sub-domains and page URLs), products or services, unless granted express written permission by Archon Systems in advance of each use;
- d. purchase or register search engine or other pay-per-click keywords (such as Google Ads), trademarks or domain names that use the Archon Systems Trademarks or names or trademarks or any variations or misspellings thereof that may be deceptively or confusingly similar to the Archon Systems Trademarks;
- e. use malware, spyware or any other aggressive advertising or marketing methods in any of its dealings relating to Archon Systems or the inFlow Cloud™ Services; or
- f. use direct linking to any page on any Archon Systems' website, without prior written permission from Archon Systems.

3.4 Archon Systems Activities.

From time to time, in its sole discretion, Archon Systems may conduct calls, webinars or similar informational activities regarding its initiatives in respect of inFlow Cloud™ Services, including making available new or updated Archon Systems Materials (as described below in Section 5.1). In addition Archon Systems will provide you with the contact information of one of its employees who will be your point of contact in respect of this Agreement and the Referral Partner Program, set out in Schedule A as updated from time to time.

3.5 Costs of Marketing.

Referral Partner will bear all costs and expenses related to this Agreement and your marketing activities in any area, location, territory or jurisdiction, unless otherwise determined by Archon Systems in its sole discretion.

4.0 Confidentiality

4.1 In connection with this Agreement, a Party may have access to Confidential Information of the other Party.

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations under this Agreement and in accordance with any other obligations in this Agreement including this Section 4.0. The receiving Party shall protect the disclosing Party's Confidential Information from unauthorized use or disclosure by treating it with the same degree of care with which receiving Party treats its own Confidential Information of like sensitivity and importance, but no less a reasonable degree of care. The receiving Party will not disclose the disclosing Party's Confidential Information other than (i) to its employees, and in respect of Archon Systems to its service provider PartnerStack, Inc., who must have access to such Confidential Information to perform such Party's obligations under this Agreement, who each will treat such Confidential Information as provided in this Agreement, and who are each subject to obligations of confidentiality to such Party that are at least as stringent as those contained in this Agreement; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement; provided that, if legally permitted, the receiving Party will give the disclosing Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment.

Confidential Information will not include any information that the receiving Party can prove: (A) is or becomes publicly available or generally known in the relevant trade or industry, other than as a result of unauthorized disclosure by the receiving Party; (B) information that is disclosed to the receiving Party on a non-confidential basis by a third party whom receiving Party reasonably believes is not under any obligation of confidentiality with respect to such information; or (C) information that the receiving Party can demonstrate (i) was in its possession without an obligation of confidentiality prior to receiving it from the disclosing Party, or (ii) was developed by the receiving Party independently without use of or reference to the Confidential Information or proprietary information received from the disclosing Party.

4.2 The receiving Party acknowledges that the disclosure of disclosing Party's Confidential Information may cause irreparable injury to the disclosing Party and damages which may be difficult to ascertain. Therefore, the receiving Party agrees that the disclosing Party shall, upon a disclosure or threatened disclosure of any of its Confidential Information, be entitled to seek injunctive or any other equitable relief, without a posting of a bond or other form of security. This provision shall not in any way limit other rights or remedies as may be available at law or in equity.

5.0 Proprietary and Use Rights.

5.1 Archon Systems Materials.

Archon Systems may in its sole discretion from time to time provide Partner with certain information and materials for use in conjunction with promoting the inFlow Cloud™ Services in connection with this Agreement (“**Archon Systems Materials**”). During the Term of this Agreement, Archon Systems hereby grants Partner a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use the Archon Systems Materials solely in connection with Referral Partner's promotion and marketing of the inFlow Cloud™ Services in accordance with this Agreement. Referral Partner will use the Archon Systems Materials in accordance with any guidelines or other instructions provided by or on behalf of Archon Systems, and in any event Referral Partner **will not** edit or alter any Archon Systems Materials without the prior written consent of Archon Systems.

5.2 Archon Systems Trademarks

During the Term of this Agreement, Archon Systems hereby grants to Referral Partner a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to display the Archon Systems Partner Logo on its websites solely as necessary to perform Referral Partner's obligations under this Agreement.

Any use of any other Archon Systems Trademarks is not permitted, and Referral Partner agrees not use same unless permitted in a separate written agreement provided by Archon Systems.

Referral Partner acknowledges and agrees that: (a) it will use Archon Systems Partner Logo only as permitted under this Agreement; (b) it will use the Archon Systems Partner Logo in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Archon Systems in writing from time to time, including but not limited to the Archon Systems Trademark usage guidelines; (c) the Archon Systems Trademarks are and will remain the sole property of Archon Systems; (d) nothing in this Agreement will confer in Referral Partner any right of ownership in the Archon Systems Trademarks and all use thereof by Referral Partner will inure to the benefit of Archon Systems; (e) Referral Partner will not, now or in the future, apply for or contest the validity of any Archon Systems Trademarks; and (f) Referral Partner will not, now or in the future, apply for or use any term or mark confusingly similar to any Archon Systems Trademarks.

5.3 Proprietary Rights of Archon Systems

As between Referral Partner and Archon Systems, Archon Systems Trademarks, the inFlow Cloud™ Services, the Customer Data, Archon Systems Materials, and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by, or on behalf of, Archon Systems or otherwise related to the inFlow Cloud™ Services, Archon Systems Referral Partner Program, or Archon Systems, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, “**Archon Systems Property**”) will be and remain the sole and exclusive property of Archon Systems. To the extent, if any, that ownership of any Archon Systems Property does not automatically vest in Archon Systems by virtue of this Agreement, or otherwise, and vests in Referral Partner, Referral Partner hereby transfers and assigns to Archon Systems, upon the creation thereof, all rights, title and interest Referral Partner may have in and to such Archon Systems Property (and waives any and all moral rights in same, as applicable), including the right to sue and recover for past, present and future violations thereof.

Referral Partner covenants not to assert, or to assist any third party to assert, patent infringement claims against Archon Systems or in respect of any Archon Systems Property.

5.4 Feedback, Archon Systems Development.

If Referral Partner provides any feedback (including identifying potential errors and improvements) to Archon Systems concerning the Referral Partner Program, Archon Systems Materials and/or the inFlow Cloud™ Services (“**Feedback**”), Referral Partner hereby assigns to Archon Systems all right, title, and interest in and to the Feedback, and Archon Systems is free to use, reproduce, disclose, and otherwise exploit the Feedback without attribution, payment or restriction, including to improve the Referral Partner Program, Archon Systems Materials and/or the inFlow Cloud™ Services and to create other products and services. Archon Systems will treat any Feedback as non-confidential and non-proprietary to Referral Partner. Referral Partner will not submit any Feedback that it considers confidential or proprietary.

Archon Systems is not precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing, or developing for or by third parties, as well as marketing and distributing materials, products or services which are competitive with Referral Partner’s products or services, regardless of their similarity to Referral Partner’s products or services, provided that Archon Systems does not use Referral Partner’s Confidential Information in so doing.

6. Commissions; Taxes

6.1 Commissions.

Referral Partner will receive a Commission for Prospects who become Customers calculated in accordance with the structure set out in Schedule A. Commissions will only be paid in respect of a Customer based on Revenue actually received from Customer and only during the Term of this Agreement. **If the inFlow Cloud™ Services subscription between a Customer and Archon Systems expires or is terminated for any reason, all obligations to pay Referral Partner any Commission in respect of that Customer shall also terminate without liability to Archon Systems.**

Archon Systems reserves the right to modify the Commission or the payment terms at any time upon reasonable advance notice to Partner. Such notice will be provided by email or posting a notice in the Partner Dashboard or Partner Account.

6.2 No Commission.

Archon Systems shall have no obligation to pay a Commission to Referral Partner (i) if a Prospect is already under any arrangement to receive the inFlow Cloud™ Services or other products or services from or on behalf of Archon Systems, or (ii) if Archon Systems itself or through another authorized third party (including another participant in the Referral Partner Program) has already entered into discussions or other contact with such Prospect. Referral Partner shall use commercially reasonable efforts to avoid contacting or referring any known Archon Systems' prospects or customers.

Further, notwithstanding anything to the contrary in this Agreement, Archon Systems will not be responsible to pay any Commission:

- a. related to Revenue that have been refunded or credited to Customers by Archon Systems in respect of the inFlow Cloud™ Services;
- b. related to fraudulent, illegal or other improper activities or in violation of this Agreement and/or the Referral Partner Program;
- c. related to Revenue that have been subject to chargebacks or credits;
- d. any subscription to inFlow Cloud™ Services for use by or on behalf of you;
- e. to Referral Partners who are employed by Archon Systems Inc. or PartnerStack, Inc. or any of their related entities (whether full-time, part-time, term or any other employment-type relationship); or
- f. to Referral Partners who are employed (i.e. pursuant to an employment agreement whether full-time, part-time, term or any other employment-type relation) by the Customer or a related entity.

If any Commission is paid by Archon Systems and subsequently discovered to be subject to one or more of the exclusions set out above or to have been paid in error, Archon Systems will have the right, at its sole discretion, to: (A) reclaim any amount paid to Referral Partner in error; or (B) set off the amounts from payments due to Referral Partner in future. If the Agreement is terminated before such amounts are fully repaid by Referral Partner to Archon Systems, you will pay to Archon Systems the remaining balance within thirty (30) days of the effective date of termination of the Agreement.

6.3 Fraud and Disputed Amounts.

All payments paid or payable pursuant to this Agreement are subject to fraud and risk analysis considerations and anti-money laundering procedures and may be withheld by Archon Systems during the period of investigation.

In the event of any disputes over Commission, Archon Systems will act reasonably but its determination will be final and binding.

6.4 PartnerStack Services

Until Archon Systems notifies you otherwise, it has engaged PartnerStack, Inc. to manage the Referral Partner Program including tracking and payments in respect of it. In order to be entitled to any Commission you are required to create a Partner Account.

In connection with the Partner Account creation process, you will be required to accept PartnerStack's applicable terms of service and privacy policy and as a result will become a user of certain of PartnerStack's products and services.

You are responsible for keeping your Partner Account password secure. **Archon Systems cannot and will not be liable for any loss or damage arising from Referral Partner's failure to maintain the security of your Partner Account and/or password.**

PartnerStack will notify you monthly when Commissions over the Minimum Amount set out in Schedule A are available for payment; and upon request by you, PartnerStack will remit the Commission to you on Archon Systems' behalf in accordance with the remittance option you have chosen in the PartnerStack platform. Commissions for which you have not provided to PartnerStack a request for payment within six (6) months of the initial notification will no longer be available for remittance.

Referral Partner is solely responsible for keeping all information, including contact information, associated with your Partner Account updated, and for keeping your username and password secure. Partner shall promptly notify Archon Systems and PartnerStack of any suspected unauthorized access to Referral Partner's Partner Account.

Referral Partner agrees to receive notices regarding the inFlow Cloud™ Services and this Agreement via your Partner Account/Partner Dashboard and via email.

6.5 Taxes; Expenses.

Each Party shall be responsible for and pay any and all applicable Taxes, resulting from its own activities under this Agreement. Each Party will be responsible for the expenses that it incurs in connection with the performance of this Agreement.

7.0 Warranties; Disclaimer

7.1 No Warranties Regarding inFlow Cloud™ Services.

Any representations or warranties for the inFlow Cloud™ Services shall run directly from Archon Systems to the Customer and are detailed in the Archon Systems' inFlow™ Cloud Terms and Conditions of Use. **In no event shall Referral Partner make any representation, guarantee or warranty concerning the inFlow Cloud™ Services, Archon System Materials or Archon Systems and/or its products and services.**

7.2 Archon Systems' Disclaimer. The Archon Systems Referral Partner Program, the inFlow Cloud™ Services, the Archon Systems Materials and the Archon Systems Trademarks, are provided "AS-IS".

ARCHON SYSTEMS MAKES NO EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR CONDITION IN RESPECT OF THIS AGREEMENT OR THE REFERRAL PARTNER PROGRAM, INCLUDING THE INFLOW CLOUD™ SERVICES, THE ARCHON SYSTEMS MATERIALS, AND THE ARCHON SYSTEMS TRADEMARKS, AND ARCHON SYSTEMS SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF

MERCHANTABLE QUALITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 Referral Partner Representations and Warranties; Disclaimer

Referral Partner hereby represents and warrants that,

- (i) all information contained in the application submitted to become a Referral Partner is correct, complete and accurate;
- (ii) Referral Partner has all necessary corporate power (if you are an entity), capacity and legal authority, and any required approvals/consents to enter into this Agreement and to perform your obligations under this Agreement have been obtained; and
- (iii) that neither you nor any of your directors, officers or employees, who have decision-making authority with respect to this Agreement, are government official or have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws.

8.0 Indemnification; Liability

8.1 Referral Partner Indemnification.

Referral Partner agrees to indemnify, defend and hold harmless Archon Systems and the directors, officers, employees, subcontractors and agents thereof (each, an “**Indemnified Party**”, and collectively, the “**Indemnified Parties**”), from and against any and all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, legal proceedings, penalties or other sanctions, including all direct, indirect, consequential and incidental damages, and any and all costs and expenses arising in connection therewith, including legal fees and disbursements on a solicitor and his own client basis, which may, directly or indirectly in any way result from or arise out of or be in relation to: (a) fraud or wilful misconduct; (b) any warranty, condition, representation, indemnity or guarantee relating to Archon Systems and inFlow Cloud™ Services made by Referral Partner to any Prospect, Customer or other third party; (c) Referral Partner’s breach of any PartnerStack Inc.’s term and conditions (including any documents incorporated by reference) pertaining to the Partner Account; (d) breach of its obligations and/or use rights of Section 5; (e) Taxes imposed on Referral Partner’s business or income, including in connection with this Agreement, including any audits or penalties related thereto; (g) any services provided by a Referral Partner, including any services related to or using inFlow Cloud™ Services, to a Prospect or a Customer; and (h) Referral Partner’s relationship with any Prospect or Customer.

In claiming any indemnification under this Agreement, the Indemnified Party will promptly provide Referral Partner with written notice of any of the above which the Indemnified Party believes falls within the scope of the indemnifications provided under this Agreement. The Indemnified Party may, at its own expense, assist in the defense if it so chooses or if , provided that Referral Partner will engage in the control such defense and all negotiations relative to the settlement of any such claim and further provided that in settling any claim the Partner will not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by, or the imposition of any liability upon, the Indemnified Party without the prior written approval of the Indemnified Party.

8.2 Limitations on Liability

ARCHON SYSTEMS WILL HAVE NO LIABILITY WITH RESPECT TO ITS PARTNER PROGRAM(S) INCLUDING THE REFERRAL PARTNER PROGRAM, THE INFLOW CLOUD™ SERVICES, THE ARCHON SYSTEM MATERIALS, THE ARCHON SYSTEMS TRADEMARKS, OR ARCHON SYSTEMS' OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSSES OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING IN ANY WAY FROM THE INFLOW CLOUD™ SERVICES, THE ARCHON SYSTEMS TRADEMARKS, ARCHON SYSTEMS' OBLIGATIONS UNDER THIS AGREEMENT, OR PARTNER'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PARTNER PROGRAM, EVEN IF ARCHON SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, ARCHON SYSTEMS', LIABILITY TO REFERRAL PARTNER UNDER THIS AGREEMENT FOR ANY REASON WILL BE LIMITED TO THE COMMISSION PAID TO REFERRAL PARTNER BY ARCHON SYSTEMS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

9.0 Term and Termination

9.1 Term.

This Agreement will be in effect from the date that you accepted in accordance Section 1.1., until terminated as provided below in Section 9.2(the "Term").

9.2 Rights of Termination.

9.2.1 Either Party may, at its option, terminate this Agreement for convenience upon thirty (30) days' notice to the other Party.

9.2.2 Archon Systems may terminate this Agreement immediately without recourse by the Referral Partner if Referral Partner breaches any provision of this Agreement as determined by Archon Systems in its sole discretion. Archon Systems will provide notice of termination via email.

9.3 Payment in the Event of Termination.

9.3.1 In the event Referral Partner terminates this Agreement pursuant to Section 9.2.1 or Archon Systems terminates this Agreement pursuant to Section 9.2.2, all Commissions due to the Referral Partner up to the termination will be the sole remedy and compensation to which Referral Partner is entitled. Without limiting the foregoing, Referral Partner will not be entitled to any amounts that would be calculated in accordance with Section 9.3.2 below or any other amounts.

Immediately upon issuance of notice of termination Archon Systems may market, sell or provide the inFlow Cloud™ Services to any such Customer, without obligation to pay Referral Partner any further Commissions.

9.3.2 If Archon Systems terminates this Agreement pursuant to Section 9.2.1, then for each Customer that has been a Customer for less than twelve (12) months when the termination becomes effective, Archon System will pay Commission to Referral Partner so that, subject to all other conditions in respect of Commissions being payable being met (e.g. the Customer continues to pay for their subscription,

reduction for credits or chargebacks, and rights of set off etc.), the total Commission in respect of such Customer is twelve (12) months of Commission in total. For Customers for whom Commission has already been made rewarded for a subscription period of twelve (12) months or more, no such payment shall be owed or made. Such amount(s), if any, will be calculated and payable at the same intervals and subject to the same conditions of reward and payment as prior to termination unless otherwise determined by Archon Systems in its sole discretion.

By way of example only: if Archon Systems terminates this Agreement pursuant to Section 9.2.1 and Referral Partner has successfully referred 6 'new' Customers for whom Commission has only been rewarded for 4 months at the time of Archon Systems issuing the notice of termination and Referral Partner has 30 Customers that have been Customers for over twelve months for which Referral Partner has been rewarded Commission, Referral Partner will receive no additional Commission for the 30 Customers beyond the 1 months' notice period, but Referral Partner may be entitled to up to an additional 7 months' of Commission for each of the 6 'new' Customers because Referral Partner would have only been rewarded 5 months' worth of Commission (i.e. 4 months plus the 1 months' notice period of termination) for each of the 6 'new' Customers.

Immediately upon issuing the notice of termination, Archon Systems may market, sell or provide the inFlow Cloud™ Services to any such Customer, without obligation to pay Referral Partner any further Commissions.

9.4 Actions in the Event of Termination

In the event of receiving or issuing a notice of termination Referral Partner shall immediately,

- (i) cease all promotion of the inFlow Cloud™ Services;
- (ii) remove all Archon Systems' Trademarks from its websites and any property under its control and cease all use of same; and
- (iii) return to Archon Systems, or at the option of Archon Systems, destroy, all Archon Systems' Confidential Information and Archon Systems Materials.

9.5 Survival.

Notwithstanding any termination of this Agreement, all provisions which by their nature are intended to survive termination shall survive including the following sections, subsections and clauses: 2.0, 3.5, 4.0, 5.2(c)-(f), 5.3, 5.4, 7.0, 8.0, 9.3, 9.4, 9.5 and 10.0.

10.0 General

10.1 Notices.

The Parties consent to the use of email to send and receive communications in connection with the business relationship arising out of this Agreement. You may not use an email address with an auto responder email address, nor may you opt out of receiving email from Archon Systems or PartnerStack sent in connection with the Referral Partner Program.

Any notice, approval or consent which is given pursuant to this Agreement shall be written and shall be sufficiently delivered or given by

- (i) delivery (personal or courier) to (A) Referral Partner initially to the address set out in your application and thereafter to the address set out in your Partner Account which you will keep up

to date at all times, and to (B) Archon Systems to the address set out in Schedule A as updated from time to time, or

(ii) email, posting or electronically accessible, or other electronic delivery to (A) Referral Partner initially to the email address set out in your application and thereafter to the email address set out in your Partner Account which you will keep up to date at all times, or posted in an accessible electronic source designated by this Agreement (e.g. your Partner Account), and to (B) Archon Systems to the address set out in Schedule A as updated from time to time.

Notice is deemed to have been delivered and received:

(a) if sent by courier, when it is delivered to the physical address, between the hours of 8:00 a.m. and 5:00 p.m. in the City of Toronto Monday through Friday except for statutory holiday in the Province of Ontario ("**Business Day**");

(b) if sent electronically by email, the Business Day when the document enters the information system of the email designated by the addressee; and

(b) if the document is posted on, or made available through, an accessible electronic source designated by this Agreement, the Business Day when the notice is so posted or made available.

10.2 Choice of Law.

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement and is hereby expressly excluded.

The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario located in the City of Toronto or the Greater Toronto Area with respect to any dispute or claim arising out of or in connection with this Agreement, sitting without jury.

Referral Partner will promptly inform Archon Systems of any information known to it that could reasonably lead to a claim, demand or liability of or against Archon Systems by a third party.

10.3 Assignment.

Referral Partner may not assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10.4 Severability.

Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

10.5 Entire Agreement.

This Agreement, including any completed application form and all guidelines and other documents linked or otherwise incorporated or referenced in this Agreement, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof (including, but not limited to, any prior version of this Agreement). No waiver by either

Party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

Schedule A

Minimum Amount

The Minimum Amount is \$25.

Commissions

As a Referral Partner, subject to the terms and conditions of this Agreement as amended from time to time, during the Term Archon Systems will pay you a Commission of 20% of the Revenue in respect of each Customer. Payments will be made in United States dollars (US\$) through the Partner Account instructions until otherwise advised by Archon Systems.

Archon Systems Address and Point of Contact

Until changed in accordance with the terms of the Agreement, Archon Systems address and point of contact is as follows:

Archon Systems Inc.
260 Carlaw Avenue, Unit 207
Toronto, Ontario,
M4M 3L1

Attention: Matthew Kostanecki
Director of Business Development

Email: matt@inflowinventory.com