

AUTODOCS PARTNER AGREEMENT

This Partner Agreement ("Agreement") is entered into by and between AutoDocs Corporation ("AutoDocs") and the partner that signs or accepts this Agreement electronically (the "Partner"). If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity to this Agreement. This Agreement governs Partner's marketing and referral of AutoDocs software-as-a-service and related offerings (the "AutoDocs Services").

1. DEFINITIONS

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests of the entity.

1.2 "Annexes" means the schedules attached to this Agreement, including Annex A (Commission Schedule) and Annex B (Deal Registration Rules).

1.3 "Confidential Information" means all non-public information disclosed by a party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes trade secrets, product roadmaps, security information, pricing, business plans, customer data, and the terms of this Agreement.

1.4 "Data Protection Laws" means all applicable data protection, security, and privacy laws and regulations, including, where applicable, the GDPR and CCPA/CPRA, as each may be amended from time to time.

1.5 "Force Majeure Event" has the meaning set out in Section 21.

1.6 "Marks" means a party's names, logos, and trademarks.

1.7 "Net Revenue" means amounts actually received by AutoDocs from a Qualified Transaction, less taxes, duties, governmental charges, credits, refunds, chargebacks, discounts, and amounts collected for third-party products or services.

1.8 "Qualified Transaction" means a purchase by a customer of AutoDocs Services that (a) results directly from Partner's marketing and referral efforts; (b) is approved and protected under Annex B; (c) is not excluded as a House Account or otherwise; and (d) for which AutoDocs has received Net Revenue.

1.9 "Registered Deal" means an opportunity submitted by Partner and accepted by AutoDocs under Annex B.

1.10 "Territory" means worldwide unless AutoDocs specifies otherwise in writing.

2. ACCEPTANCE; ORDER OF PRECEDENCE

Partner accepts this Agreement by clicking "I Agree", signing, or completing enrollment in AutoDocs' partner portal. In the event of conflict, the main body of this Agreement controls over the Annexes, and the Annexes control over any policies referenced therein, unless expressly stated otherwise.

3. APPOINTMENT; NON-EXCLUSIVITY

3.1 Appointment. Subject to this Agreement, AutoDocs appoints Partner as a non-exclusive marketing and referral partner to promote the AutoDocs Services in the Territory. Partner may not make any commitments or bind AutoDocs.

3.2 No Resale Unless Authorized. Partner may not resell the AutoDocs Services or enter into contracts on AutoDocs' behalf unless expressly authorized in writing by AutoDocs.

3.3 No Exclusivity. AutoDocs may market and sell directly or through others, including to customers engaged by Partner.

4. PARTNER OBLIGATIONS

4.1 Marketing Practices. Partner will use commercially reasonable efforts to promote the AutoDocs Services and will conduct marketing in a professional, ethical manner consistent with applicable laws and AutoDocs' brand guidelines.

4.2 Compliance. Partner will comply with all applicable laws (including anti-bribery, sanctions, export, privacy, and anti-spam laws) and will not make false or misleading statements about AutoDocs or the AutoDocs Services.

4.3 Records. Partner will maintain accurate records relating to marketing activities and Registered Deals for at least three (3) years and will provide reasonable summaries upon request for commission verification.

4.4 Training and Conduct. Partner personnel engaged in promoting the AutoDocs Services will be appropriately trained. Partner will promptly notify AutoDocs of any adverse events, complaints, or suspected security or privacy incidents relating to its activities under this Agreement.

5. PRICING & CUSTOMER PURCHASES

5.1 Control of Pricing. AutoDocs controls pricing, terms, packaging, and availability of the AutoDocs Services and may update them from time to time. Partner may not offer discounts, credits, or concessions on behalf of AutoDocs without prior written approval.

5.2 Customer Agreements. Customers will contract directly with AutoDocs under AutoDocs' customer terms, unless AutoDocs expressly authorizes another arrangement in writing.

6. COMMISSIONS & PAYMENT

6.1 Commission Eligibility. Commissions are earned only on Qualified Transactions and are calculated as a percentage of Net Revenue in accordance with Annex A.

6.2 Payment Timing. Commission payments are made monthly in arrears within thirty (30) days after the end of each calendar month, subject to receipt of accurate tax documentation and minimum payout thresholds specified by AutoDocs.

6.3 Statements; Disputes. AutoDocs will provide reasonable commission statements. Any good-faith dispute must be raised within sixty (60) days after the statement date, or it is deemed accepted.

6.4 Refunds; Chargebacks; Clawbacks. Commissions are not payable on amounts that are not collected or that are refunded, credited, or charged back. AutoDocs may offset or claw back commissions previously paid on such amounts.

6.5 Taxes. Partner is responsible for its own taxes arising out of the commissions. AutoDocs may withhold amounts required by law. All amounts are in U.S. dollars unless specified otherwise.

6.6 Audit Right (Commissions). Upon reasonable notice, AutoDocs may audit Partner's records relevant to commission eligibility and Registered Deals no more than once per year, during normal business hours, subject to confidentiality obligations.

7. DEAL REGISTRATION

Deal registration is governed by Annex B. Protection for a Registered Deal is time-limited and requires ongoing, documented engagement by Partner, as set out in Annex B.

8. TRADEMARKS & BRANDING

8.1 License. AutoDocs grants Partner a limited, non-exclusive, non-transferable, revocable license to use the AutoDocs Marks solely to promote the AutoDocs Services under this Agreement and in accordance with AutoDocs' brand guidelines.

8.2 Restrictions. Partner will not (a) use Marks in a way that implies endorsement; (b) register or use confusingly similar marks, social handles, or domain names; or (c) bid on AutoDocs branded keywords without written permission. All goodwill from use of Marks inures to AutoDocs.

8.3 Cessation. Upon termination, Partner will promptly cease use of the AutoDocs Marks and remove them from all materials and online properties.

9. CONFIDENTIALITY

9.1 Obligations. Recipient will protect Discloser's Confidential Information with at least the same degree of care it uses to protect its own confidential information (but no less than reasonable care) and will not use it for any purpose other than performing this Agreement.

9.2 Exclusions. Confidential Information does not include information that is or becomes publicly available without breach, was rightfully known without restriction, is independently developed, or is rightfully received from a third party without confidentiality obligations.

9.3 Compelled Disclosure. Recipient may disclose Confidential Information to the extent required by law, provided it gives prompt notice (where legally permitted) and cooperates in seeking protective treatment.

9.4 Duration. The confidentiality obligations last for five (5) years from disclosure, and trade secret obligations last for so long as the information remains a trade secret.

10. DATA PROTECTION & SECURITY

10.1 Compliance. Each party will comply with applicable Data Protection Laws. Neither party will sell personal information obtained under this Agreement.

10.2 Relationship of the Parties. Unless the parties enter into a separate data processing agreement, each party acts as an independent controller for the personal data it processes in connection with this Agreement.

10.3 Security. Each party will implement and maintain administrative, physical, and technical safeguards designed to protect personal data against unauthorized access, use, disclosure, alteration, or destruction.

10.4 Breach Notification. Each party will notify the other without undue delay (and in any event within seventy-two (72) hours) after becoming aware of a personal data breach affecting the other party's data, and will provide updates and reasonable cooperation.

10.5 Data Transfers. Partner will not transfer personal data across borders in violation of Data Protection Laws and will use appropriate transfer mechanisms where required.

11. INTELLECTUAL PROPERTY

11.1 Ownership. Except for the limited rights expressly granted in this Agreement, no rights are granted by implication or otherwise. AutoDocs and its licensors retain all right, title, and interest in and to the AutoDocs Services and AutoDocs Materials. Partner retains all right, title, and interest in and to Partner Materials.

11.2 Restrictions. Partner will not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the AutoDocs Services, or publish or disclose any benchmark or performance tests without AutoDocs' prior written consent.

11.3 Feedback. If Partner provides feedback or suggestions, AutoDocs may use them without restriction or obligation, and no compensation is due.

12. WARRANTIES; DISCLAIMER

12.1 Mutual Authority. Each party represents that it has the right and authority to enter into this Agreement.

12.2 Compliance Warranty. Each party warrants it will comply with applicable laws in performing under this Agreement.

12.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 12, THE PARTIES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. INDEMNIFICATION

13.1 By Partner. Partner will defend, indemnify, and hold harmless AutoDocs and its Affiliates from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of: (a) Partner's breach of this Agreement; (b) Partner's marketing representations not approved by AutoDocs; or (c) Partner's violation of law.

13.2 By AutoDocs. AutoDocs will defend, indemnify, and hold harmless Partner from and against any third-party claim alleging that the AutoDocs Services, as provided by AutoDocs and used in accordance with this Agreement, directly infringe a U.S. patent, copyright, or trademark, or misappropriate a trade secret. AutoDocs has no obligation to the extent a claim arises from Partner materials, combinations not provided by AutoDocs, or use contrary to AutoDocs' documentation.

13.3 Procedures. The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation, and grant the indemnifying party sole control of the defense and settlement. The indemnifying party will not settle any claim that imposes an admission of liability or obligation on the indemnified party without its prior written consent (not to be unreasonably withheld).

14. LIMITATION OF LIABILITY

14.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Liability Cap. EXCEPT FOR (A) A PARTY'S INDEMNIFICATION OBLIGATIONS; (B) A BREACH OF CONFIDENTIALITY OR VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (C) FRAUD OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF ONE THOUSAND DOLLARS (US\$1,000) OR THE TOTAL COMMISSIONS PAID OR PAYABLE TO PARTNER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. TERM & TERMINATION

15.1 Term. This Agreement starts on the Effective Date and continues for twelve (12) months, automatically renewing for successive twelve (12) month periods unless either party gives thirty (30) days' prior written notice of non-renewal.

15.2 Termination for Convenience. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice.

15.3 Termination for Cause. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure within thirty (30) days after receipt of notice, or immediately for illegal acts or infringement of intellectual property rights.

15.4 Effect of Termination. Upon termination, Partner will cease representing itself as an AutoDocs partner and return or destroy AutoDocs Confidential Information. Subject to Annex A, Partner will continue to receive renewal residual commissions, if any, for Qualified Transactions originating during the term, provided Partner remains in good standing at the time of termination and is not terminated for cause.

15.5 Survival. Sections 1, 6.4–6.6, 8.3, 9, 10, 11, 12, 13, 14, 15.4–15.5, and 18–25 survive termination.

16. COMPLIANCE & ETHICS

16.1 Anti-Bribery. Each party will comply with applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, and will not offer, give, solicit, or accept any bribe or improper payment.

16.2 Sanctions & Export. Each party will comply with applicable export control and economic sanctions laws and will not engage in activities prohibited by the U.S. Department of Treasury's Office of Foreign Assets Control or similar authorities.

16.3 Human Rights. Partner represents it does not use forced, child, or compulsory labor and will comply with applicable anti-slavery and human trafficking laws.

17. INSURANCE

Partner will maintain commercially reasonable insurance (which may include general liability, professional liability, and cyber liability) appropriate for its obligations under this Agreement.

18. INDEPENDENT CONTRACTORS; NO AGENCY

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. Partner has no authority to bind AutoDocs.

19. PUBLICITY

With prior written consent, each party may reference the other as a partner in marketing materials, case studies, and press releases. AutoDocs may list Partner's name and logo on its website and partner directory during the term.

20. AUDIT; BRAND PROTECTION

Upon reasonable notice, AutoDocs may review Partner's public-facing materials and use of the Marks for compliance with this Agreement and brand guidelines, and may require corrective actions.

21. FORCE MAJEURE

Neither party is liable for delay or failure to perform due to acts beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, epidemics or pandemics, failures of suppliers or carriers, interruption or failure of the internet or third-party hosting providers, or power outages. The affected party will use commercially reasonable efforts to mitigate and resume performance.

22. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign without consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee agrees in writing to be bound by this Agreement. Any prohibited assignment is void.

23. NOTICES

Notices must be in writing and will be deemed given when delivered by hand, by nationally recognized overnight courier, or by certified mail (return receipt requested) to the addresses set forth below or to another address designated in writing. Operational notices may be sent by email.

To AutoDocs:

Attn: Legal Department

[Address]

Email: legal@autodocs.example

To Partner:

Attn: [Title]

[Address]

Email: [Email]

24. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of North Dakota, without regard to its conflict of law rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Cass County, North Dakota, for any dispute arising out of or relating to this Agreement, and waive any objection based on inconvenient forum.

25. MISCELLANEOUS

25.1 Entire Agreement. This Agreement, including the Annexes, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements and understandings.

25.2 Amendments. Any amendment or waiver must be in writing and signed by both parties, except AutoDocs may update Annex B to reflect process improvements with at least thirty (30) days' notice to Partner.

25.3 Severability. If any provision is held unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be interpreted to best accomplish its intended purpose.

25.4 No Waiver. Failure to enforce any provision will not constitute a waiver.

25.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

25.6 Equitable Relief. A breach of Sections 8, 9, 10, or 11 may cause irreparable harm, for which monetary damages would be inadequate, and the non-breaching party may seek injunctive relief without posting bond.

25.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and together form one instrument.

ANNEX A – COMMISSION SCHEDULE

Payment Timing: Monthly in arrears (paid within 30 days after month-end).

Tier	Annual Sold Threshold (Net Revenue)	Initial Commission	Renewals (Lifetime Residual)	Expansions
1	\$0-\$100k	15%	10%	10%
2	\$100k-\$250k	18%	10%	12%
3	\$250k-\$500k	20%	12%	12%
4	\$500k+	25%	15%	15%

A1. Definitions & Methodology. Commissions are calculated as the stated percentage of Net Revenue actually received by AutoDocs for a Qualified Transaction in the first twelve (12) months following the initial purchase (Initial Commission), and for renewals and expansions thereafter at the rates above. Tier is determined by the total Annual Sold Threshold achieved by Partner in a calendar year. Rates apply prospectively when a higher tier is reached.

A2. Examples. If a customer purchases \$24,000 of annual subscription (Net Revenue) referred by Partner at Tier 1, the Initial Commission is \$3,600 (15%). If the same customer renews for \$24,000 the following year, the Renewal commission is \$2,400 (10%).

A3. Exclusions. No commissions are payable on (a) House Accounts identified by AutoDocs; (b) opportunities not accepted under Annex B; (c) taxes, fees, or third-party charges; or (d) free, trial, or internal use subscriptions.

A4. Refunds & Chargebacks. If AutoDocs issues a refund, credit, or experiences a chargeback, any previously paid commission on the affected amount may be offset against future payments or must be repaid within thirty (30) days of notice.

A5. Expansions. Commissionable expansions include increases in seats, usage, add-on modules, or higher plan tiers purchased by the same customer during the protection window tied to the Registered Deal or as otherwise recognized by AutoDocs' systems.

A6. Lifetime Residuals. Renewal residual commissions apply for so long as the customer continues to subscribe to the AutoDocs Services, provided Partner remains in good standing and was not terminated for cause.

A7. Statements & Audit. AutoDocs will provide reasonable statements and reserves the right to correct errors. Partner may request reasonable clarification of calculations. AutoDocs' books and records control in case of discrepancy.

ANNEX B – DEAL REGISTRATION RULES

B1. Registration Timing. Partner must register opportunities before the first demo or substantive sales engagement by AutoDocs. Unregistered opportunities are not protected.

B2. Required Information. Registrations must include: company name, use case, estimated seats or contract value, buying timeline, decision makers/champion, and known competitors.

B3. Approval SLA; Start of Protection. AutoDocs will approve or reject registrations within two (2) business days where practicable. Protection, if granted, starts upon submission.

B4. Protection Window. Initial protection is sixty (60) days and may be extended with documented activity and a realistic path to close.

B5. Activity Requirement. Partner must remain actively engaged (e.g., discovery, demo participation, follow-ups). Inactivity exceeding twenty-one (21) days may result in lapse of protection.

B6. Conflicts. If two partners engage the same prospect within seven (7) days, AutoDocs may split influence or otherwise determine attribution in good faith.

B7. House Accounts. AutoDocs may decline registrations for named or strategic accounts managed directly by AutoDocs.

B8. Accuracy; Revocation. Providing false or misleading information may result in revocation of protection, forfeiture of commissions, and suspension of portal access.

B9. Changes. AutoDocs may update these rules with notice to reflect process improvements.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AUTODOCS CORPORATION	PARTNER
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address: