



AUTODOCS 365 PARTNER AGREEMENT

Version: October 2026

This Partner Agreement ("Agreement") is entered into by and between AutoDocs Corporation ("AutoDocs") and the individual or entity that accepts or signs this Agreement (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 the AutoDocs 365 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 "Ambassador"** means the Partner Role described in Section 5.2.
- 1.3 "Annexes"** means the schedules attached to this Agreement: Annex A (Commission Schedule) and Annex B (Registration Rules).
- 1.4 "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, non-public pricing, business plans, customer data, and the terms of this Agreement.
- 1.5 "Customer's First Year"** means the twelve (12) months beginning with the first calendar month for which a customer pays for the AutoDocs Services.
- 1.6 "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.
- 1.7 "Effective Date"** means the date Partner accepts or signs this Agreement.
- 1.8 "Force Majeure Event"** has the meaning set out in Section 23.
- 1.9 "Founding Partner"** means a Partner that qualifies under Section A4 of Annex A.
- 1.10 "Marks"** means a party's names, logos, and trademarks.
- 1.11 "Net Revenue"** means amounts actually received by AutoDocs from a Qualified Transaction, less taxes, duties, governmental charges, credits, refunds, chargebacks, and amounts collected for third-party products or services.
- 1.12 "Partner Role"** means the role, Ambassador or Sales Partner, confirmed by AutoDocs for a specific Registered Deal under Annex B.
- 1.13 "Qualified Transaction"** means a purchase of the AutoDocs Services by a customer that (a) results from a Registered Deal; (b) remains protected under Annex B at the time of purchase; (c) is not excluded under Annex A or Annex B; and (d) for which AutoDocs has received Net Revenue.
- 1.14 "Registered Deal"** means a company submitted by Partner and approved by AutoDocs under Annex B.
- 1.15 "Sales Partner"** means the Partner Role described in Section 5.3.
- 1.16 "Territory"** means worldwide unless AutoDocs specifies otherwise in writing.

2. ACCEPTANCE; ORDER OF PRECEDENCE

Partner accepts this Agreement by checking "I Agree" on AutoDocs' partner enrollment form, by signing it, or by otherwise accepting it in writing. If the main body of this Agreement conflicts with an Annex, the main body controls. If this



Agreement conflicts with any partner program overview, website content, or other marketing material, this Agreement controls.

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 on behalf of AutoDocs or bind AutoDocs.

3.2 No Resale. 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. Partner may represent other products and services. AutoDocs may market and sell directly or through others, subject to the registration protection in Annex B.

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 Commitments. Partner will not offer discounts or promise features, delivery dates, or contract terms. Partner will refer those questions to AutoDocs. Partner may describe itself as an authorized AutoDocs 365 partner.

4.4 Disclosure of Commission. If Partner advises, coaches, or is paid by a company that Partner registers, Partner will tell that company that Partner may earn a commission from AutoDocs.

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

4.6 Training and Conduct. Partner personnel promoting the AutoDocs Services will complete the onboarding AutoDocs provides. Partner will promptly notify AutoDocs of any complaints or suspected security or privacy incidents relating to its activities under this Agreement.

5. PARTNER ROLES AND SERVICING

5.1 Roles. AutoDocs confirms a Partner Role for each Registered Deal when it approves the registration. Partner may hold different Partner Roles on different Registered Deals.

5.2 Ambassador. As an Ambassador, Partner registers the company and makes a warm introduction to a decision maker. AutoDocs conducts discovery, the demo, the trial, contracting, billing, and support.

5.3 Sales Partner. As a Sales Partner, Partner registers the company, makes the introduction, participates in the demo and evaluation, helps the customer decide, and services the customer after the sale under Section 5.4.

5.4 Servicing. For each customer for which Partner is the Sales Partner, Partner will (a) serve as the customer's main relationship contact; (b) check in with the customer at least once each calendar quarter; (c) lead renewal and expansion conversations together with AutoDocs; and (d) promptly raise customer issues to AutoDocs.

5.5 Change to Ambassador Rate. If AutoDocs reasonably believes that Partner has stopped servicing a customer under Section 5.4, AutoDocs will notify Partner and discuss the account with Partner. If Partner does not resume servicing within thirty (30) days after that notice, the customer will be paid at the Ambassador rates in Annex A beginning with the next calendar month.



6. IMPLEMENTATION SERVICES

6.1 Partner Services. Partner may offer implementation services to customers, such as library setup, document conversion, and user training ("Partner Services").

6.2 Direct Contract. Partner contracts directly with the customer for Partner Services, sets its own rates, and bills the customer directly. AutoDocs is not a party to any agreement for Partner Services, does not collect fees for them, and has no responsibility or liability for them.

6.3 Separate from Commission. Fees for Partner Services are separate from, and do not reduce, any commission under Annex A. No commission is payable on fees for Partner Services.

6.4 Standards. Partner will perform Partner Services in accordance with AutoDocs' documentation and will access customer data only as the customer authorizes.

7. PRICING & CUSTOMER PURCHASES

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

7.2 Customer Agreements. Customers contract directly with AutoDocs under AutoDocs' customer terms. AutoDocs invoices customers, collects payment, and provides product support.

8. COMMISSIONS & PAYMENT

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

8.2 Payment Timing. AutoDocs pays commissions monthly by ACH, within thirty (30) days after the end of each calendar month in which AutoDocs receives the related Net Revenue, subject to receipt of a completed Form W-9 or W-8BEN.

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

8.4 Refunds; Chargebacks; Clawbacks. Commissions are not payable on amounts that are not collected. If AutoDocs refunds, credits, or experiences a chargeback or reversal of an amount within ninety (90) days after receiving it, AutoDocs may offset the commission paid on that amount against Partner's next commission payments. AutoDocs will not claw back commission for refunds or reversals made more than ninety (90) days after receipt.

8.5 Taxes. Partner is responsible for its own taxes arising out of the commissions. AutoDocs will issue a Form 1099 to U.S. Partners as required and may withhold amounts required by law. All amounts are in U.S. dollars.

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

8.7 Partner and Affiliate Purchases. Purchases of the AutoDocs Services by Partner or its Affiliates are eligible for commission on the same terms as purchases by any other customer.

8.8 No Fees. Partner pays no fee to join or participate, and this Agreement sets no minimum sales, quota, or payout threshold.

9. REGISTRATION

Registration is governed by Annex B. Protection for a Registered Deal is time-limited, as set out in Annex B.



10. TRADEMARKS & BRANDING

10.1 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.

10.2 Restrictions. Partner will not (a) use Marks in a way that implies endorsement beyond this Agreement; (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 the Marks inures to AutoDocs.

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

11. CONFIDENTIALITY

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. DATA PROTECTION & SECURITY

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

12.2 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.

12.3 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.

12.4 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.

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

13. INTELLECTUAL PROPERTY

13.1 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 its own materials.

13.2 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.

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



14. WARRANTIES; DISCLAIMER

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

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

14.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 14, 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.

15. INDEMNIFICATION

15.1 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; (c) Partner's violation of law; or (d) Partner Services.

15.2 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, Partner Services, combinations not provided by AutoDocs, or use contrary to AutoDocs' documentation.

15.3 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).

16. LIMITATION OF LIABILITY

16.1 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.

16.2 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.

17. TERM & TERMINATION

17.1 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.

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

17.3 Termination for Cause. Either party may terminate 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.

17.4 Effect of Termination. Upon termination: (a) Partner will cease representing itself as an AutoDocs partner and will return or destroy AutoDocs Confidential Information; (b) all registration protection ends; and (c) Partner's right to earn commission ends. AutoDocs will pay commission on Net Revenue it received before the effective date of termination, subject to Section 8.4. No commission is payable on Net Revenue received after the effective date of termination, including renewals, added users, and expansions by customers Partner registered.



17.5 Survival. Sections 1, 8.3 through 8.6, 10.3, 11, 12, 13, 14, 15, 16, 17.4, 17.5, and 20 through 27 survive termination.

18. COMPLIANCE & ETHICS

18.1 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.

18.2 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.

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

19. INSURANCE

Partner will maintain commercially reasonable insurance appropriate for its activities under this Agreement, including professional liability insurance if Partner provides Partner Services.

20. INDEPENDENT CONTRACTORS; NO AGENCY

The parties are independent contractors. Partner determines its own methods, schedule, and means of performing under this Agreement and bears its own expenses. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. The word "partner" is used for convenience only. Partner has no authority to bind AutoDocs.

21. PUBLICITY

With prior written consent, each party may reference the other 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.

22. 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.

23. 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 (each a "Force Majeure Event"). The affected party will use commercially reasonable efforts to mitigate and resume performance.

24. 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.

25. NOTICES

Notices under this Agreement must be in writing and may be sent by email. Notices to AutoDocs must be sent to sales@autodocs365.com, or to another address AutoDocs designates in writing. Notices to Partner will be sent to the email address Partner provided at enrollment, or to another address Partner designates in writing. An emailed notice is deemed given on the next business day after it is sent, unless the sender receives notice that it was not delivered.



26. 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.

27. MISCELLANEOUS

27.1 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, proposals, and understandings, including any earlier version of the AutoDocs partner agreement.

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

27.3 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.

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

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

27.6 Equitable Relief. A breach of Sections 10, 11, 12, or 13 may cause irreparable harm, for which monetary damages would be inadequate, and the non-breaching party may seek injunctive relief without posting bond.

27.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and accepted by electronic signature or click-through acceptance, each of which is deemed an original and together form one instrument.



ANNEX A: COMMISSION SCHEDULE

A1. Rates. Commission is a percentage of Net Revenue from each Qualified Transaction, based on the Partner Role for that Registered Deal.

Partner Role	Customer's First Year	After the Customer's First Year
Ambassador	10%	5%
Sales Partner	20%	20%, while Partner services the customer under Section 5.4
Founding Partner, Ambassador	20%	5%
Founding Partner, Sales Partner	25%	20%, while Partner services the customer under Section 5.4

A2. What Is Included. Commission applies to Net Revenue from the customer's subscription, renewals, added users, add-on products, and plan upgrades. Net Revenue is attributed to the period of service it pays for. For example, an annual payment made at the start of the Customer's First Year is paid at the first-year rate.

A3. Duration. Commission is payable for as long as the customer continues to subscribe to the AutoDocs Services and this Agreement remains in effect. Commission ends when this Agreement ends, as set out in Section 17.4.

A4. Founding Partner. Partner is a Founding Partner if Partner's Effective Date is on or before December 31, 2026 and Partner is among the first ten (10) partners to accept this version of the Agreement, as shown in AutoDocs' records. Founding Partner rates apply only to Registered Deals that Partner submits within twelve (12) months after Partner's Effective Date. All other Registered Deals are paid at the standard rates.

A5. Change to Ambassador Rate. A customer moved to the Ambassador rate under Section 5.5 is paid at the Ambassador rate for the applicable period going forward.

A6. Example. A customer subscribes 5 users at \$191 per user per month, which is \$955 a month or \$11,460 a year. An Ambassador earns about \$1,146 in the Customer's First Year and about \$573 each year after. A Sales Partner earns about \$2,292 each year. A Founding Partner earns about \$2,292 in the first year as an Ambassador, or about \$2,865 as a Sales Partner. This example is for illustration only. Actual commission depends on Net Revenue received.

A7. Exclusions. No commission is payable on (a) companies not approved under Annex B; (b) taxes, fees, or third-party charges; (c) free or trial subscriptions; or (d) fees for Partner Services.

A8. Statements. AutoDocs will provide monthly statements and may correct errors. Partner may request reasonable clarification of calculations. AutoDocs' books and records control in case of discrepancy.

ANNEX B: REGISTRATION RULES

B1. Timing. Partner must register a company before Partner's first conversation with that company about the AutoDocs Services, and in all cases before AutoDocs' first demo for that company. Unregistered companies are not protected.

B2. How to Register. Partner registers through AutoDocs' partner registration form or by email to sales@autodocs365.com. Each registration must include the company name, the decision maker and contact details, the industry, the estimated number of users, the requested Partner Role, and any relevant notes.

B3. Approval. AutoDocs will approve or decline each registration within two (2) to three (3) business days. When it approves a registration, AutoDocs will confirm the Partner Role.



B4. Eligible Companies. A company is eligible if it is not already an AutoDocs customer and is not in active conversation with AutoDocs, as shown in AutoDocs' records. Partner's own company and its Affiliates are eligible. If a company is not eligible, AutoDocs will tell Partner when it responds to the registration.

B5. Protection Window. An approved registration protects the company for sixty (60) days from approval. Protection extends while a demo, trial, or active conversation with the company is under way.

B6. Two Partners, One Company. The first approved registration for a company receives the credit. Any exception must be agreed in writing by AutoDocs and both partners before the sale.

B7. Accuracy; Revocation. Providing false or misleading registration information may result in revocation of protection and forfeiture of commissions on the affected Registered Deal.

B8. Changes. AutoDocs may update these rules as permitted by Section 27.2.



ACCEPTANCE

This Agreement may be accepted electronically through AutoDocs' partner enrollment form. Partners who prefer a signed copy may sign below and return it to sales@autodocs365.com.

AUTODOCS CORPORATION	PARTNER
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	Organization (if any):
	Email: