



MUTUAL REFERRAL AGREEMENT

This Mutual Referral Agreement , (the "**Agreement**") is made this ___ day of _____, 20___ (the "**Effective Date**") by and between Buildscale, Inc. dba Vidyard ("**Vidyard**"), an Ontario corporation, with its principal place of business at 8 Queen Street North, Kitchener, Ontario Canada, N2H2G8 and _____, a corporation, with its principal place of business at _____ ("**Referral Partner**").

WHEREAS, The parties wish to engage in the outlined activities with the objective of expanding business opportunities and establishing strategic positioning in the marketplace for both parties

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Vidyard and Referral Partner hereby agrees to refer selected customers to the other party for the nonexclusive rights to supply goods and services to these individuals and/or companies (each a "**Referred Customer**").
2. Subject to the terms of this Agreement, Vidyard and Referral Partner shall be entitled to receive a one-time referral fee of 10% of the dollar amount defined in the initially executed Sales Order ("**SO**") entered into with a Referred Customer (the "**Referral Fee**").
3. **Referrals to Vidyard.** Vidyard agrees to pay Referral Partner a Referral Fee subject to the following requirements and exclusions:
 - 3.1 A transaction shall only qualify as a Referral if it is for a minimum of an annual commitment payable in full in advance (at least a twelve [12] month term paid fully upfront). All referrals must be made through the Vidyard Partner Portal: <https://partners.vidyard.com/> or through a designated email account as agreed to by the parties from time to time(each a "Referral"). Vidyard shall have sole and absolute discretion whether to accept or reject a Referral and will accept or reject the Referral in writing (which for this purpose may include e-mail).To clarify the foregoing, any purchases of Vidyard's product by customers of Referral Partner made in the normal course of business, including downloads through the Referral Partner's online dashboard, shall not qualify as a Referral.
 - 3.2 If eligible per the terms of this Agreement, Referral Partner will receive an acceptance by Vidyard via email for each approved referral. Only accepted referrals will be eligible for a Referral Fee. Referrals are valid for 90 days from the date of the email and may be extended for an additional 90 days, after which the opportunity may be renewed a second time or extended based on the sole discretion of Vidyard.
 - 3.3 Referral Partner must complete an introductory meeting with a Referred Customer regarding Vidyard solutions using Vidyard provided sales collateral/tools.
 - 3.4 Referral Partner must assist Vidyard with customer commitment and initiation of technical evaluation of Vidyard solutions. Vidyard will provide to the Referral Partner a "Partner Branding Guide" that must be followed by the Referral Partner when promoting the Vidyard solutions.
 - 3.5 In the event that a SO or a portion of a SO is completed or terminated prior to the expiration of the anticipated or contemplated contract or SO period, Vidyard shall only be responsible for payment to Referral Partner for the Referral Fee associated with any work ACTUALLY BILLED and COLLECTED from the Referral Customer up to the date of early completion or early termination. COMPENSATION UNDER THIS REFERRAL AGREEMENT CONTEMPLATES ONLY FEE PAYMENT BASED UPON THE INITIAL SALES ORDER. REFERRAL PARTNER SHALL NOT BE ENTITLED TO REFERRAL FEES FOR ANY ADDITIONAL ORDERS OR RENEWALS MADE BY THE REFERRED CUSTOMER (OR ANY OF ITS AFFILIATES) BEYOND THE INITIAL SALES ORDER.
 - 3.6 IN NO EVENT WILL PAYMENT BE DISTRIBUTED TO REFERRAL PARTNER IN THE FORM OF A REFERRAL FEE UNLESS AND UNTIL SUCH TIME AS PAYMENT IS RECEIVED BY VIDYARD FROM CUSTOMER, UNLESS OTHERWISE SPECIFIED HEREIN, OR BY SPECIFIC WRITTEN ADDENDUM TO THIS AGREEMENT. Vidyard shall not be responsible for any payment of Referral Fee, if Referral Partner fails to provide accurate or updated accounts receivable contact information. No late fees, interest or any other penalty shall be applied to any late or unpaid Referral Fee where non-payment is the result of inaccurate or outdated accounts receivable contact information.
 - 3.7 The following shall be excluded from Referral Fees set forth in Section 2 herein:
 - i. any customers of Vidyard that were/are obtained without the assistance of Referral Partner or because of a future relationship Referral Partner may have with Vidyard's customers; or



- ii. any customers referred by Referral Partner but failed to execute a SO within one (1) year of the Vidyard receiving the referral; or
 - iii. any work acquired by Vidyard from a Referred Customer outside the initially executed SO; or
 - iv. late fees, interest, overages and taxes shall not be included in the amount upon which the Referral Fees is calculated.
- 3.8 In the event that multiple referrals for the same Referral Customer are received from the Referral Partner and a third party (or third parties), Vidyard will pay the Referral Fee to the party who provided the referral closest to the date of the SO with the Referred Customer.
- 3.9 Subject to change at any time by Vidyard in its sole discretion, Vidyard will pay Referral Partner its Referral Fees in aggregate on a quarterly basis provided that Referral Partner's then current aggregate Referral Fees total \$500.00 or more. In the event that Referral Partner's then current aggregate Referral Fee is less than \$500.00 at the end of a quarter, Vidyard will accrue the Referral Partner's aggregate Referral Fee until such time that the total accumulated unpaid Referral Fee at the end of the then current quarter exceeds \$500.00. All Referral Fee payments hereunder shall be paid within forty-five (45) days of the end of the quarter for which such Referral Fee is to be paid, and subject to Vidyard policies. All Referral Fees shall be made in U.S. currency and payable to Referral Partner. The currency in which the Referral Fee is paid in may be different from the currency that applies to the Referral and Vidyard shall at its sole discretion determine the applicable conversion rate.
- 3.10 Referral Partner is responsible for payment of all taxes applicable to the Referral Fee. Referral Partner will be assessed sales tax unless it provides Vidyard with a valid certificate that indicates tax should not be applied to the Referral Fee.

4. Referrals to Referral Partner.

- 4.1 **Referral Partner** agrees to pay **Vidyard** a Referral Fee subject to the following requirements and exclusions:
- i. a referral to Referral Partner must be made in accordance with the instructions provided by the Referral Partner. If eligible per the terms of this Agreement, Vidyard will receive an acceptance by Referral Partner via email for each approved referral. Only accepted referrals will be eligible for a Referral Fee. Registrations are valid for 90 days and may be extended for an additional 90 days, after which the opportunity may be renewed a second time or extended based on the sole discretion of Referral Partner.
 - ii. Referral Partner may provide to Vidyard a "Partner Branding Guide" that must be followed by Vidyard when promoting the Referral Partner solutions.
- 4.2 In the event that a SO or a portion of a SO is completed or terminated prior to the expiration of the anticipated or contemplated contract or SO period, Referral Partner shall only be responsible for payment to Vidyard for the Referral Fee associated with any work ACTUALLY BILLED and COLLECTED from the Referral Customer up to the date of early completion or early termination. COMPENSATION UNDER THIS REFERRAL AGREEMENT CONTEMPLATES ONLY FEE PAYMENT BASED UPON THE INITIAL SALES ORDER. VIDYARD SHALL NOT BE ENTITLED TO REFERRAL FEES FOR ANY ADDITIONAL ORDERS OR RENEWALS MADE BY THE REFERRED CUSTOMER (OR ANY OF ITS AFFILIATES) BEYOND THE INITIAL SALES ORDER.
- 4.3 IN NO EVENT WILL PAYMENT BE DISTRIBUTED TO VIDYARD IN THE FORM OF A REFERRAL FEE UNLESS AND UNTIL SUCH TIME AS PAYMENT IS RECEIVED BY REFERRAL PARTNER FROM CUSTOMER, UNLESS OTHERWISE SPECIFIED HEREIN, OR BY SPECIFIC WRITTEN ADDENDUM TO THIS AGREEMENT. Referral Partner shall not be responsible for any payment of Referral Fee, if Vidyard fails to provide accurate or updated accounts receivable contact information. No late fees, interest or any other penalty shall be applied to any late or unpaid Referral Fee where non-payment is the result of inaccurate or outdated accounts receivable contact information.
- 4.4 The following shall be excluded from Referral Fees set forth in Section 2 herein:
- i. any customers of Referral Partner that were/are obtained without the assistance of Vidyard or because of a future relationship Vidyard may have with Referral Partner's customers; or
 - ii. any customers referred by Vidyard but failed to execute a SO within one (1) year of Referral Partner receiving the referral; or
 - iii. any work acquired by Referral Partner from a Referred Customer outside the initially executed SO; or

iv. late fees, interest, overages and taxes shall not be included in the amount upon which the Referral Fees is calculated.

- 4.5 In the event that multiple referrals for the same Referral Customer are received from Vidyard and a third party (or third parties), Referral Partner will pay the Referral Fee to the party who provided the referral closest to the date of the SO with the Referred Customer.
- 4.6 Subject to change at any time by Referral Partner in its sole discretion, Referral Partner will pay Vidyard its Referral Fees in aggregate on a quarterly basis provided that Vidyard's then current aggregate Referral Fees total \$500.00 or more. In the event that Vidyard's then current aggregate Referral Fee is less than \$500.00 at the end of a quarter, Referral Partner will accrue Vidyard's aggregate Referral Fee until such time that the total accumulated unpaid Referral Fee at the end of the then current quarter exceeds \$500.00. All Referral Fee payments hereunder shall be paid within forty-five (45) days of the end of the quarter for which such Referral Fee is to be paid, and subject to Referral Partner's policies. All Referral Fees shall be made in U.S. currency and payable to Buildscale, Inc. dba Vidyard. The currency in which the Referral Fee is paid in may be different from the currency that applies to the Referral and Referral Partner shall at its sole discretion determine the applicable conversion rate.
- 4.7 Vidyard is responsible for payment of all taxes applicable to the Referral Fee. Vidyard will be assessed sales tax unless it provides Referral Partner with a valid certificate that indicates tax should not be applied to the Referral Fee.

5. Custom Business Terms

- 5.1 The parties also agree to the additional business terms (if applicable) set out in Schedule 1 attached hereto.
6. The referral arrangement between the parties is non-exclusive. Each party may engage other third parties to provide referrals during the Term and may independently develop relationships for which the other party will not be entitled to any Referral Fees.
7. The term and termination of this Agreement shall be as follows:
- 7.1 This Agreement will commence on the Effective Date and will continue for an initial term of twelve (12) months (the "**Initial Term**"). Following the expiry of the Initial Term, and on each anniversary of the Effective Date, this Agreement will renew for an additional term of twelve (12) months (each a "**Renewal Term**" and collectively referred to as the "**Term**"). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement for convenience by providing at least thirty (30) days prior written notice to the other.
- 7.2 Notwithstanding anything to the contrary elsewhere in this Agreement, either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within ten (10) days after receipt of written notice; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. Any violation of law is deemed a material breach of this Agreement.
- 7.3 Upon any termination or expiration of this Agreement: (i) all Referral Fees accrued to the date of termination shall be due and payable within forty-five (45) days; (ii) no Referral Fees shall be payable for SO's entered into after the date of termination.
8. Consistent with the understanding of the parties to this Agreement, Referral Partner and Vidyard are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Referral Partner and Vidyard. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
9. Neither party is granted any right to use any of the other party's trademarks or logos in conjunction with the sales and promotions of Referral Partner's services except as expressly stated in this Agreement. Under no circumstances is a Vidyard trademark to be used as part of Referral Partner's corporate/business name.
10. It is understood that either party (the "Receiving Party") may receive confidential, proprietary and sensitive information ("Confidential Information") from the other party (the "Disclosing Party") in conjunction with providing the services hereunder. The Receiving Party agrees that it will not divulge any Confidential Information pertaining to the Disclosing Party's goods or services nor that of prospective or existing customers to any third party during the Term of this Agreement and for a period of five (5) years from date of the termination of this Agreement, unless such Confidential Information is a trade secret of the Disclosing party which such obligations will be binding for so long as such Confidential Information remains confidential and/or a trade secret.
11. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, without regard to conflict of law principles. Vidyard and Referral Partner agree that any suit, action or proceeding arising out

of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the courts of the Province of Ontario located in the City of Kitchener, and each of Vidyard and Referral Partner hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding. No cause of action arising hereunder or relating hereto may be brought more than two (2) years after it first accrues.

12. Each party agrees that it will not solicit or hire any employees of the other party during the term of this Agreement and for a period of twelve (12) months from the date of final referral sale.
13. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile or mailed by registered or certified mail, return receipt requested, postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party, as well as emailed to Referral Partner at the email address provided by Referral Partner in the application form initially submitted to Vidyard. Such notice will be deemed to have been given as of: (i) the date it is delivered, if delivered by personal delivery; (ii) the next business day, if deposited with an overnight courier; (iii) upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail), if delivered by facsimile; and (iv) five days after being so mailed, if delivered by mail and email.
14. In the event any provision of this Agreement, or portion thereof, shall be invalid, illegal or enforceable in any respect, such a provision, or portion thereof, shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.
15. Neither party shall assign this Agreement or any of its obligations or rights, in whole or in part, without the express written consent of the other party. However, either party may assign this Agreement, as well as any of its obligations or rights, to a successor entity resulting from a merger, acquisition or consolidation.
16. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. VIDYARDS CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO \$1,000.00.
17. This Agreement is the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements related to such subject matter. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
18. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.
19. Unless otherwise expressly provided hereunder, all dollar amounts referred to hereunder shall refer to US dollars.
20. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized officers on the date first set forth above.

Accepted and Agreed:

Accepted and Agreed:

Referral Partner Name

BUILDSCALE, INC. DBA VIDYARD

Per: _____
Print name:

Per: _____
Print name:

I have authority to bind the Corporation

I have authority to bind the Corporation



Schedule 1: Additional Business Terms

To be completed by the parties if applicable.