

## REFERRAL AGREEMENT

This Referral Agreement (this “*Agreement*”) is made and entered into effective as of ..... 2014 (the “*Effective Date*”), by and between Ramco Systems Limited, a company incorporated under Indian Laws, having its Corporate Office at No.64, Sardar Patel Road , Taramani, Chennai – 600 113, India . (“*Ramco*”), and \_\_\_\_\_, having its registered office at \_\_\_\_\_ (“*Partner*”).

- Referrals and Registered Leads.** Partner may refer potential customers (“*Prospect*”) to Ramco to obtain Ramco software products and services listed in **Exhibit A**, which may be updated by Ramco from time to time in its discretion (the “*Products*”). For each Prospect, Partner will follow Ramco’s lead registration process by using the website at \_\_\_\_\_. Ramco may reject any Prospect Registration Form that references a Prospect with which Ramco has already (i) entered into a Commercial Agreement; (ii) received a referral from a third party; or (iii) identified as a prospective customer. Ramco will respond with an acceptance or decline of the Prospect Registration Form to later than fifteen (15) days after receipt from Partner. If accepted Ramco will register the lead in its applicable database within forty-eight (48) hours of notice. Registered Leads will be attached to Partner for six (6) months from the date of registration or, if later, six (6) months from the date of last proactive sales activity (e.g. demonstration, proposal, etc.). Partner will only refer Prospects that have expressed to Partner a genuine interest in obtaining the Products.
- Commercial Agreement.** Ramco will use reasonable efforts to contact Prospect within thirty (30) days of receipt of a Prospect Registration Form, and to enter into an agreement with Prospect to license the Products (“*License Agreement / Subscription Agreement*”).
- Payment; Referral Commissions.** Ramco will pay to Partner a Referral Commission based upon the fees collected from Prospect under the purchase orders or equivalent initial payment received from such Prospect for all Registered Leads. Ramco will pay Partner the accrued Referral Commissions within thirty (30) days of receipt of payment from any referred Prospect. In case of Cloud (SaaS) model, Partner will receive commission as per Exhibit A for a period of 3 years from the date of 1st subscription billing by Ramco to Prospect, provided the Prospect continues to avail services from Ramco. Referral Commissions will be calculated in accordance with **Exhibit A**. Ramco recommends Partner always register their leads to avoid conflict with Ramco’s direct sales force and other Partners. If Partner chooses not to register a lead then Partner agrees to Ramco determining any adjustment to Commission.
- Publicity.** Neither party will issue any press releases nor make any public statements regarding this Agreement without the prior written consent of the other party.
- Term and Termination.** This Agreement will commence as of the Effective Date and will continue for one (1) year, unless earlier terminated as provided in this Section 6. Either party will have the right to terminate this Agreement, at any time, by giving thirty (30) days written notice to the other party. Upon termination of this Agreement, both Partner and Ramco shall be discharged from all remaining obligations arising from this Agreement. Partner will be entitled to Referral Fees only on referrals for which a Prospect Registration Form is received prior to such notice of termination. Sections 5-10 will survive termination or expiration of this Agreement. At the end of such one (1) year term (and each renewal term thereafter, if any), this Agreement will automatically renew for a one (1) year term, unless either party provides the other party with notice of nonrenewal at least thirty (30) days prior to the end of the then-current term.
- Confidentiality.** Information disclosed by Partner to Ramco that relates to any Prospect (including without limitation information disclosed on a Prospect Registration Form) will be deemed “**Confidential Information**” unless it (i) was or is known to Ramco before disclosure by Partner or is in the public domain at the time it was disclosed; or (ii) becomes known to Ramco from a third party without breach of any confidentiality obligations to Partner. For a period of three years after expiration or termination of this Agreement, (i) Ramco will not disclose to any third party any Confidential Information without Partner’s written consent and will not use Confidential Information except to perform its obligations under this Agreement and to provide Products; and (ii) Ramco will use reasonable care to keep secret the Confidential Information, which degree of care will in no event be less than the security precautions it uses to protect its own confidential information of like importance. Ramco may disclose Confidential Information pursuant to court order, provided that Ramco (i) first provides Partner with prior written notice and a reasonable opportunity to oppose such disclosure; and (ii) reasonably cooperates with Partner to limit disclosure.
- Warranty Disclaimer.** THE PARTIES HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- Limitations on Liability.** IN NO EVENT, EITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE. EITHER PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE REFERRAL FEES PAID AND/OR DUE FROM RAMCO TO PARTNER.
- Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.
- Disputes.** Any controversies, differences or disputes (“dispute/s”) arising out of or in connection with this agreement shall be resolved amicably between the authorised representatives of both the parties failing which such dispute/ shall be referred to exclusive jurisdiction of the courts of the Chennai, in accordance with Arbitration and Conciliation Act, 1996.
- General.** This Agreement will inure to the benefit of the parties successors and assigns. The parties are independent contractors and will have no power or authority to assume or create any obligation on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture. Failure of either party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights. This Agreement contains the entire understanding of the parties relating to the subject matter and supersedes all prior agreements and understandings, both written and oral, regarding such subject matter. Nothing contained herein shall transfer of or constitute a license of any intellectual property. This Agreement may not be modified nor any rights under it waived except in writing, signed by both parties. If any



## EXHIBIT A

### PRODUCTS; REFERRAL COMMISSION

#### PRODUCTS

Ramco software products and services are:

#### TERRITORY

Territory means places within (Type Countries) region

#### REFERRAL COMMISSION

The Referral Commission paid to Partner will be based on the following percentage.

Partner's Responsibility - Description	Commission Structure	
	Cloud (SaaS) Model	On-Premise Model
<p>Partner is responsible for validation and comprehensive management of opportunity, viz,</p> <ul style="list-style-type: none"><li>- Partner to provide Ramco with qualified and validated Prospect along with all required and relevant details of the opportunity – like, solution/product required by Prospect, indicative budgets for Prospect, Prospect organization structure overview including management, influencers and decision making team, contact coordinates of relevant man members of customer organisation, expected decision making time frame, etc.,</li><li>- Partner will manage primary relationship with Prospect and will be primary coordinator between all stake holders.</li></ul>	10% on Annual Subscription* value only for 3 years.	10% on Total License Fee* only.

\*Excluding taxes, costs of hardware, costs of underlying technology, services, transportation and shipping, nor the value of software not supplied by Ramco.