

## Boomi Referral Agreement

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THE BOOMI REFERRAL PROGRAM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT PARTICIPATE IN THE BOOMI REFERRAL PROGRAM.

This Boomi Referral Program Agreement ("Referral Agreement") is entered into between Partner and Boomi Inc., a Pennsylvania corporation ("Boomi"), with its headquarters located at 801 Cassatt Road, Suite 120, Berwyn, PA 19\_\_\_\_as of the date ("Effective Date") that YOU (hereafter referred to as "Partner") click "I Agree"

WHEREAS, Boomi provides a comprehensive solution for businesses that integrates both Software as a Service (SaaS) and On Premise applications, databases, file formats and other technologies, and

WHEREAS, Partner, having extensive experience, business relationships, and network contacts within its industry stands in a position to act as a Boomi Referral Partner, and

WHEREAS, Boomi seeks additional customers, and Partner seeks an additional source of revenue, Partner and Boomi have agreed to form a referral partnership according to the terms herein.

### THE PARTIES NOW THEREFORE AGREE AS FOLLOWS:

#### 1. Defined Terms.

1.1 **"Actively Participate"** shall mean Partner's active engagement in the introduction of a Lead to Boomi through an in-person introduction; or a telephone introduction; or through a joint sales call (email introductions shall not qualify), and will include Partner's continued support of Boomi through the sales process.

1.2 **"Boomi Lead Form"** or "BLF" shall mean a standard form generated by Boomi (and available online in the Boomi Partner Center) to be used by Partner to identify a referred Lead for purposes of qualifying the Lead as a Commissionable Lead (a sample of which is attached hereto as Exhibit "A").

1.3 **"Boomi On Demand"** means the online software integration Boomi On Demand that are hosted by, proprietary to and branded by Boomi, that are accessed by Company or Customers *via* <http://www.boomi.com> or another designated website or IP address, or ancillary online or offline products and Boomi On Demand provided to you by Boomi, including the Boomi Technology.

1.4 **"Commissionable Lead"** shall mean a Lead for which Partner is eligible under Section 3.1.2. herein to be paid a commission because said Lead has become a customer of Boomi by executing a Boomi Master Subscription Agreement for use of Boomi On Demand.

1.5 **"Confidential Information"** has the meaning set forth in Section 7.1 of this Referral Agreement.

1.6 **"Lead"** shall mean a potential or prospective customer identified by Partner.

1.7 **"Marks"** shall mean the service marks, trade marks, trade names, logos, and trade dress of a Party.

1.8 **"Notification Date"** shall mean the date that Boomi notifies Partner that it has accepted Partner's Lead as a Commissionable Lead.

1.9 **"Party"** or "Parties" shall mean Boomi and/or Partner.

1.10 **"Service"** shall mean the on-line integration service known as Boomii On Demand or similar or successor products, which Boomi licenses to Customers.

1.11 **"Territory"** shall mean the industry and/or geography from which Partner refers Boomi Leads, and which shall be determined in Boomi's sole discretion.

1.12 **"YOU"** shall mean the person or business entity that reviews and agrees to the terms and conditions of this Referral Agreement by clicking "I agree."

2. **Term of Referral Agreement.** The initial term of this Referral Agreement will be one (1) year from the Effective Date. This Referral Agreement shall automatically renew for additional one (1) year terms, unless either party provides the other with written notice of its intent to terminate the Referral Agreement.

#### 3. Terms and Conditions of Lead Referral and Acceptance.

##### 3.1. Partner's Identification and Referral of Leads.

3.1.1. Partner agrees to use commercially reasonable efforts to refer Leads to Boomi whom, in Partner's sole opinion, Partner identifies as potential customers for Boomi.

3.1.2. Partner acknowledges and agrees that in order for a Lead to qualify as a Commissionable Lead, the following must have occurred:

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- (i) Partner must have Actively Participated in the introduction of the Lead to a Boomi sales contact; and
- (ii) Partner must have timely documented the introduction of the Lead on a Boomi Lead Form ("BLF") and must have submitted the completed BLF to Boomi for review; and
- (iii) Boomi must have reviewed Partner's BLF and accepted the Lead as commissionable (i.e., not rejected the Lead for any of the reasons stated in Section 3.1.3. below, or otherwise); and
- (iv) Partner must have continued to Actively Participate in supporting Boomi in the sales process with said Lead.

**3.1.3.** Partner acknowledges and agrees that no commission will be paid to Partner by Boomi for the referral of a Lead:

- (i) that was an existing customer of Boomi's at the time of the referral; or
- (ii) with whom Boomi was already involved in preliminary or advanced discussions relating toward a sale to Lead (as of the date of the BLF); or
- (iii) for whom a BLF (or similar document) has previously been submitted to Boomi by Partner or any other third party; or
- (iv) that led to a sale more than ninety 90 days after the Notification Date; unless extended in writing by Boomi; or
- (v) for whom Partner did not Actively Participate in the development and/or solicitation of the Lead.

**3.1.4.** Partner acknowledges and agrees that it shall be solely responsible for and shall bear all costs associated with Partner's development of any Leads for referral to Boomi.

### **3.2. Boomi's Obligations Upon Lead Referral.**

**3.2.1.** Boomi hereby authorizes Partner to refer Leads to Boomi in exchange for the remuneration listed in Exhibit "B."

**3.2.2.** Boomi shall upon submission of a BLF from Partner promptly review the BLF to determine whether to accept the Lead as commissionable under Section 3.1.2 above, or reject the Lead under Section 3.1.3. above, or other commercially reasonable reason as determined by Boomi.

**3.2.3.** Boomi will notify Partner within thirty (30) business days ("Notification Date") of receipt of the BLF as to whether the Lead submitted by Partner to Boomi is commissionable.

**3.2.4.** Upon acceptance of a Lead as commissionable, Boomi shall be solely responsible for all costs associated with the sale of a License to said Lead.

### **3.3 Mutual Obligations Re: Lead Development/Sale.**

**3.3.1.** Each Party will cooperate with the other to develop and execute a strategy to best serve the needs of the Commissionable Lead, including how the Parties will work separately or together, if at all, regarding the Lead.

**3.3.2.** Each Party will, upon request of the other Party, will provide the other with all non-confidential information it has regarding a Lead in order to assist the other party in (i) verifying the eligibility

of the Lead as commissionable; and/or (ii) successfully soliciting the Lead to purchase Boomi On Demand.

**3.3.3.** Each Party will, upon request of the other Party, in its reasonable discretion, provide the other Party with information regarding its services and/or products. Such information shall include sales and marketing materials and informal training. Any training provided under this Section shall be conducted at mutually agreed times and places and shall be conducted in accordance with the training Party's discretion.

## **4. Commissions.**

**4.1. Payment.** Subject to the requirements of Section 3 above, Boomi will pay Partner a one-time commission as determined by schedule set forth in Exhibit "B" for each Commissionable Lead referred by Partner to Boomi in compliance with the requirements of Section 3 above, that enters into a License Referral Agreement with Boomi.

**4.2. Payment Timing.** Commissions under this Section 4 shall be due no later than the last day of the month following the month in which Boomi receives the first payment of any License fees from a Commissionable Lead.

## **5. Marketing.**

**5.1.** Boomi hereby authorizes Partner to include in its marketing or product distributions, marketing materials about Boomi's products, which Boomi has prepared and provided to Partner for this purpose. Partner shall not alter modify or otherwise change any material provided to it by Boomi.

**5.2.** Partner agrees to participate in joint marketing campaigns to promote use of Boomi's products. Such campaigns will include, but shall not be limited to: (1) prominent promotion on Partner's Website; (2) hyperlinking Websites; and/or (3) joint news releases.

**5.3.** Partner agrees to assist Boomi in identifying and obtaining customer success stories for use by Boomi in its marketing and public relations materials.

**5.4.** Partner agrees to take all commercially reasonable steps to ensure that the goodwill and reputation of Boomi is preserved and protected, and that Partner will refrain from any conduct which will cast Boomi in a negative light or otherwise damage its customer goodwill and reputation.

## **6. Publicity.**

**6.1.** Boomi will determine in its sole discretion whether a press release announcing the establishment of the Parties' relationship is warranted. Partner agrees to reasonably cooperate with Boomi as necessary to effectuate any such press release.

**6.2.** Boomi shall have sole authority to approve any and all press releases, announcements, marketing materials mentioning Boomi. Partner shall have sole authority to approve the use of its name in any marketing or other materials submitted to any public source. Neither Party shall unreasonably withhold its approval.

## **7. Confidentiality.**

**7.1. Disclosure and Protection.** From time to time either Party may disclose (the "Disclosing Party") or make available to the other Party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, vendors, products or services in connection with this Referral Agreement (collectively "Confidential Information"). Examples of Confidential Information include, but are not limited to, a Party's customer lists, pricing policies, market analyses, market projections, consulting and sales methods and techniques, expansion plans, personnel information, financial information, programs, program decks, routines, subroutines, operating systems, object and source codes, and any other information which is information either identified as being confidential information or which is information that a reasonable business person would understand to be confidential information. Each Party agrees that during the term of this Agreement and thereafter: (i) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (ii) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. The Receiving Party hereby agrees that it shall be responsible for any breach of this Section by its employees, representatives, and agents.

**7.2 Exceptions.** Information shall not be deemed to be Confidential Information, and a Party shall have no obligation with respect to any such information, which:

- i. is or falls into the public domain through no wrongful act or negligence of either Party;
- ii. is rightfully received from a third party without restriction and without breach of the Referral Agreement;
- iii. is approved for release by written authorization of an officer of either Party; or
- iv. is already in the other Party's possession from a source other than Boomi as evidenced by its records and is not the subject of a separate non-disclosure agreement.

**7.3. Government Request/Subpoena.** Nothing contained in the above exceptions shall permit Partner to disclose Confidential Information pursuant to the requirements of a governmental agency or operation of law unless and until notice of such disclosure has been given to Boomi prior to disclosure and Partner has used reasonable efforts to receive confidential or protected status for the Confidential Information.

**7.4 Termination.** Upon termination of this Referral Agreement by either Party for any reason, each Party shall, within twenty (20) days of a written request, return any and all tangible materials containing Confidential Information of the other Party. Following termination of this Referral Agreement, the Parties shall remain obligated not to use, reproduce, disclose or provide such items or information to third parties with the prior written permission of the other Party.

**7.5 This Referral Agreement.** Both Parties agree that the terms and conditions of this Referral Agreement shall be treated as Confidential Information.

**8. Mutual Non-Solicitation.** Each Party agrees that it will not solicit the engagement and/or employment of the services of any of the employees and/or contractors of the other Party (either directly or through agents), without written permission of the other Party, during the term of this Referral Agreement and any extension thereof and continuing for a period of one (1) year following its expiration or termination.

**9. Reservation of Rights.** Partner acknowledges that Boomi holds and retains all worldwide right, title and interest in and to its Marks and Boomi's Promotional Materials, and that all use of the Boomi Marks and Boomi Promotional Materials by Partner will inure to the benefit of Boomi. Further, Partner will (i) not assert any ownership interests in or contest the validity of the Boomi Marks; (ii) comply with written guidelines that Boomi may provide to Partner from time to time; (iii) not, at any time during the term of this Referral Agreement, register or cause to be registered the Boomi Marks or any trademarks, marks or trade names confusingly similar to the Boomi Marks; and (iv) not use the Boomi Marks in any manner that is likely to cause confusion, mistake, or deception. Partner will reproduce all copyright, trademark and other notices on any copies of the Boomi Promotional Materials created or distributed by Partner.

**10. Trademark License.** Subject to the terms and conditions of this Referral Agreement, each Party ("Mark Owner") hereby grants the other Party ("Mark Licensee"), a non-exclusive, nontransferable, royalty-free, worldwide license to use its Marks, solely during the term of this Referral Agreement as necessary to perform the marketing and promotional obligations described herein. Any use of the other Party's Marks shall be subject to the Mark Owner's right to review and approve or reject in advance each proposed use of the Mark, and shall conform with any trademark usage guidelines, policies, or requirements provided by the owner of the Mark. Any rights not expressly licensed herein are reserved by the Mark Owner, and all use by the Mark Licensee shall accrue to the benefit of the Mark Owner. The Mark Licensee will not take any action that would conflict with or be contrary to the Mark Owner's rights and interest in its Marks. Nothing contained herein shall be deemed to grant either party any right, title or interest in or to the other's Marks other than the

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license granted herein. As between the parties, Boomi acknowledges that Partner is the sole and exclusive owner of the Partner Marks, and Partner acknowledges that Boomi is the sole and exclusive owner of its Marks.

**11. Nonexclusive Referral Agreement.** Each Party acknowledges that this Referral Agreement does not create an exclusive agreement between the Parties. Each Party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, Partner agrees that once it establishes a Commissionable Lead with Boomi, it will not refer a direct competitor of Boomi to such Commissionable Lead.

**12. Boomi's Right to Change Terms and Conditions.** Partner acknowledges and agrees that Boomi may change the terms and conditions of its Boomi Alliance Partner Referral Program at any time and in its sole discretion. The Parties agree that no such change shall affect Boomi's obligation to pay Partner commissions for Leads provided to Boomi prior to the effective date of any change. Partner further acknowledges and agrees that Partner's continued participation in Boomi's Alliance Partner Referral Program following the effective date of any change shall be deemed Partner's acceptance of such new term(s) and/or condition(s), and shall be binding on Partner, provided that Boomi has given Partner written notice of such change.

### **13. Termination.**

**13.1. In The Event of Breach.** Either Party may terminate this Referral Agreement upon thirty (30) days written notice to the other Party in the event of a breach of any provision of this Referral Agreement by the other Party, provided that, during the thirty (30) day period, the breaching Party fails to cure such breach.

**13.2. Bankruptcy.** Either Party may terminate this Referral Agreement if the other Party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute.

**13.3. Convenience.** Either party may terminate this Referral Agreement upon giving thirty (30) days written notice to the other Party.

### **13.4. Effect on Commissions.**

**13.4.1. For Convenience:** Any commissions earned and/or due to Partner from Boomi shall be paid to Partner in accordance with Section 4 of this Referral Agreement.

**13.4.2. For Cause:** In the event that Partner has referred to Boomi a Commissionable Lead prior to Boomi's termination of this Referral Agreement for breach or other cause, Boomi shall pay Partner in accordance with Section 4 of this Referral Agreement but only for Leads provided to Boomi in the thirty (30) day period immediately preceding termination.

**13.4.3. For Bankruptcy:** Upon termination of this Referral Agreement by Boomi in accordance with Section 13.2. of this Referral Agreement, Boomi shall have no obligation to pay Partner any commission as of the date of the termination.

**14. Warranties.** The Parties mutually warrant that each is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the State of its incorporation or domicile and has the full and unrestricted power and authority to execute and deliver the Referral Agreement and to carry out the transactions contemplated hereby. Partner warrants that its agreement to this Referral Agreement and the performance of any work and delivery of any services will not conflict with or violate any commitment, agreement or understanding Partner has or will have with any other person or entity and there is nothing that will prevent Partner from performing its obligations under the terms and conditions imposed on it by the Referral Agreement. The Parties represent and warrant that the Referral Agreement has been duly authorized and constitutes a valid obligation, binding and enforceable in accordance with the terms hereof.

**15. Disclaimer of Warranties.** EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

**16. Limitations of Liability.** EXCEPT FOR BREACHES OF SECTIONS 7 (CONFIDENTIALITY), AND 10 (TRADEMARK LICENSE), NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXCEPT FOR BREACHES OF SECTIONS 7 (CONFIDENTIALITY) OR 10 (TRADEMARK LICENSE), IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE PAYMENTS PAID BY BOOMI TO PARTNER DURING THE PRECEDING TWELVE MONTHS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THIS

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SECTION IS SEVERABLE AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

### 17. Miscellaneous.

**17.1. Independent Contractor.** This Referral Agreement does not create any joint venture, partnership, agency, or employment relationship between the Parties. Partner and Boomi are independent contractors with respect to one another under the terms of this Referral Agreement. Neither Party shall have the authority to legally bind the other Party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other.

**17.2. Force Majeure.** Neither Party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event.

**17.3. Notice.** The Parties agree that all notices that may or must be given under the provisions of this Referral Agreement shall be delivered by email or facsimile or by hand-delivery. Notices to Boomi shall be directed to [referralpartner@Boomi.com](mailto:referralpartner@Boomi.com). Notices to Partner shall be directed to the contact information provided by Partner to Boomi. All notices shall be effective the next business day after sending.

**17.4. Assignment.** This Referral Agreement shall inure to benefit and bind the Parties hereto, their successors and assigns, but neither Party may assign this Referral Agreement without written consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets.

**17.5. Headings.** The headings of the Sections of this Referral Agreement are intended for convenience only, and will not affect the intent, scope, or meaning of any provision of this Referral Agreement.

**17.6. Governing Law.** This Referral Agreement shall be governed in accordance with the laws of the State of Delaware and any controlling U.S. federal law.

**17.7. Integration.** This Referral Agreement (and any Exhibits hereto) represent the entire agreement of the Parties and supersedes all prior discussions and/or agreements between the Parties and is intended to be the final expression of their Referral Agreement. It shall not be modified or amended except in writing signed by both Parties. In the event of an express conflict between the terms of this Referral Agreement and the terms of any Exhibit, the verbiage of this Referral Agreement controls. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Referral Agreement shall otherwise remain in full force and effect.

ATTENTION! THE PRECEDING TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU BY CLICKING THE "I AGREE" BUTTON DISPLAYED HERewith. YOU SHOULD CAREFULLY READ THE PRECEDING AGREEMENT GOVERNING THE BOOMI REFERRAL PROGRAM BEFORE CLICKING "I AGREE." BY CLICKING "I AGREE" YOU ARE REPRESENTING THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY (OR OTHER LEGAL ENTITY). IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN YOU MUST CLICK "I DECLINE" AND YOU WILL NOT BE ELIGIBLE FOR PARTICIPATION IN THE BOOMI REFERRAL PROGRAM.

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### EXHIBIT A

#### SAMPLE BOOMI LEAD FORM ("BLF")

Referring Partner: SaaS Consultant, Inc.

Company Name: I Need Integration, Inc

Company Address: 99 Integration Way  
Integration, CA, 99999

Contact Name: John Doe

Contact Title: Business Analyst

Contact Phone: 999-999-9999

Contact Email: jdoe@email.com

#### Items to be integrated:

1. Microsoft Dynamics
2. Salesforce.com
3. SQL Server

Estimated Project Date: 4/15/2008

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### **EXHIBIT B – PARTNER COMMISSION FORMULA**

Boomi, Inc. will compensate Partner with a one-time commission equal to ten (10%) percent of the total fees billed in the first year as set forth in the Boomi Master Subscription Agreement between Boomi and the Commissionable Prospect as of the Effective Date of any such Subscription Agreement. In the case in which a Commissionable Prospect pays Boomi monthly or quarterly, Boomi will compensate the Partner by matching the payment schedule of the Commissionable Prospect for one year. No commissions will be paid to Partner for upsells, renewals, professional services, support services, training services or third party software products purchased by the Commissionable Prospect under the License Agreement or any other agreement between such Commissionable Prospect and Boomi.