

Partnership Program Details

This document contains details on becoming a PeopleVine partner and links to material to begin to understand the platform's capabilities.

Important Links

Start with the following links to learn more about the platform:

- www.peoplevine.com to learn more about the platform
- www.peoplevine.com/page/sales-sheets to download PDFs on our different major components
- www.composeapi.com and click on PeopleVine to gain access to over 400 API methods
- support.peoplevine.com to find help tutorials to see how to use PeopleVine
- www.peoplevine.com/register to join our newsletter to learn more as we grow
- control.peoplevine.com to view our control panel (username: demo password: demo)

Becoming a Partner

Currently our partnership program is ONLY open to a select set of people:

- Existing agencies (small to large) that have an existing client base of at least 20 companies
- Software companies with an existing user base that want to expand their features through our API

The minimum spend with PeopleVine is \$1,500 per months after the first 60 days on the platform.

As a partner you will receive a discounted rate off of our standard rates provided you train, support, manage and own your customer and we bill you directly. If you would like to simply be a referral source, we provide a 10% recurring revenue share for the first 12 months of the customer.

PeopleVine Plans

We currently offer the following plans to our partners:

- 100,000 TouchPoints for \$1,500/month
- 250,000 TouchPoints for \$2,500/month
- Enterprise license with Unlimited TouchPoints for \$10,000/month plus costs

Client implementation and client services will be quoted per project.

There is a \$3,000 on-boarding and certification fee where our team will work with your staff on training (up to 8 hours), initial setup and support the go-live of your first customer.

TouchPoints occur when an individual completes a transaction with you, e.g. when they earn loyalty points, use a coupon, play a contest, etc. They last for a month and expire if not used. If you go past your limit in less than a month, our system will automatically renew you for another block of TouchPoints that last a month. Visit peoplevine.com/touchpoints for more information on how they are setup.



Alternatively you can enter an Enterprise Agreement to get unlimited access to the platform at a flat rate each month. The enterprise license is \$10,000 per month which includes setup, monitoring and support.

We provide you with unlimited usage to the PeopleVine platform in its own separate environment, however you would be responsible for:

- E-mail gateway costs (or you can provide your own)
- SMS gateway costs through Twilio (you would setup your own account)
- Hosting through Microsoft Azure (we manage the account, but it is billed directly to your credit card)

The enterprise agreement allows you to resell within a shared environment and setup your own pricing for your customers where you keep 100% of the revenue generated.

Getting Started

Prior to becoming an official PeopleVine partner, we require each partner to work collaboratively with the internal PeopleVine team to launch the first client solution under your new partnership. We will assist with any development and/or implementation as required and work collaboratively with you on this implementation. You are responsible for any design and development fees as quoted prior to beginning or you may choose to do on your own; however the implementation training/consultation is provided free of charge to our new partners.

To get started as a PeopleVine partner, contact us at info@peoplevine.com. Our team will reach out on next steps.



Partnership Agreement

By accepting this agreement, your company will become an official PeopleVine Partner/reseller of the PeopleVine platform and agrees to be bound by the following terms:

Partner A partner is defined as a company or individual who has the necessary skillset to implement and support a client project within the PeopleVine environment. A partner is provided with specific privileges and discounts that are only available to approved partners. To become a partner you must be approved by PeopleVine and listed within the PeopleVine directory located at <http://www.peoplevine.com/directory>.

Independent Contractor Status Partner represents that he/she is and wants to be an Independent Contractor providing reseller services. It is agreed that there will be no employer/employee relationship between Company and Partner. The parties agree that nothing contained in this Agreement shall be construed to create any employment relationship between Company and Partner.

Partner acknowledges and understands that as an independent contractor he/she is responsible for payment of all federal and state taxes including but not limited to income taxes, FICA and self-employment taxes. Partner understands that if needed, it is his responsibility to obtain professional advice and assistance to comply with laws and regulations applicable to independent contractors. Contractor acknowledges and understands that he/she does not qualify for minimum wage or overtime pay and that Company provides no benefits such as health insurance, unemployment insurance, or worker's compensation insurance.

Confidentiality, Non-Compete and Non-Solicitation A partner is responsible for signing a non-disclosure, non-compete and non-solicitation Agreement and must keep any and all documents, code samples, marketing material and other related documents confidential as they are proprietary to PeopleVine and the platform.

Plans Our standard pricing plans are detailed in the Partnership Program Details and may change over time. As a partner, managing your own customers, you are able to charge any fee you desire to your clients; however we will charge you directly for the plan selected to your credit card on file.

Failed Payment In the event of a failed payment, you will be unable to access the account, data, configuration, etc. until a payment is made to reactivate the account. Any account that goes unpaid for 30 days will automatically be turned off and data may be archived. Recovery of an archived account may incur additional charges at a billable rate of \$250/hr.

Licensing As a partner you are re-selling a license to the PeopleVine platform and require each of your customers to additionally sign and agree to the licensing agreement. They can agree to the license agreement by going to <http://gopv.us/@la>. A copy of the full licensing agreement is available online at <http://gopv.us/@licenseagreement>.

Setup PeopleVine will assist you with setting up the initial client accounts and assign you as the master user to the account. You are responsible for setting up their page layouts, domain



names, company profile, etc. If you need assistance setting up the page layouts and domain names, we charge \$2,250 (25% discount from \$3,000 normal fee).

Commission Partners who manage their own clients are responsible for charging their clients directly for the PeopleVine service and any other services they offer them. We will charge your credit card on file directly for the service used by your client where the partner discount will be applied.

Partners who simply refer clients to PeopleVine will earn a 10% commission paid out 60 days after the client has paid in full. You are responsible to refund any commission for clients who have disputed and/or reversed the charges.

Training PeopleVine will provide you with 4 hours of training to be completed within the first 30 days of becoming a partner (8 hours for enterprise license). Additionally we host webinars every 2 weeks to showcase new features, client projects and case studies which you can attend as often as you'd like. Individual training is available for an additional \$250/hr plus travel expenses. Partners are responsible for training their own customers.

Support We support our partners directly for any incidents that may occur, however you are responsible for supporting your customer directly. As a partner you will receive complimentary e-mail support which typically has a turn-around time of 1 business day, but may change based on volume. You will also receive up to 3 phone incidents per month, but will vary based on volume of sales. Additional time can be purchased at \$250/hr.

Custom Development PeopleVine prides itself in developing new features absolutely free for their paying customers provided that the feature is not customer specific and can be leveraged by our other end-users. However please note that these feature requests get prioritized with our other work, and may not be delivered within your requested time frame.

To expedite a development request, we invoice at \$250/hr or you may find our Open API can accommodate 90% of your development requests.

Consulting PeopleVine is available for consulting on projects, prospect pitches and customer rollouts at a rate of \$250/hr.

Transition to Enterprise In the event that you initially opt to launch your clients within the shared environment, please note that past client data cannot easily be transferred to your enterprise license. To migrate customers into your enterprise environment you will be charged 3 months of their service ahead of time (there is a minimum fee of \$750 per client).

Setting up an Enterprise Environment The PeopleVine team will assist you with setting up the Enterprise environment. Each enterprise environment is hosted in Microsoft Azure, but is managed by the PeopleVine team for up time and reliability; you are responsible for the actual costs. We will also assist you with setting up a mail server (suggested through SendGrid) and SMS server (through Twilio); however you are responsible for the actual billing and account management for these services.



Your environment will be configured to setup and manage accounts, set your pricing plan, etc. You will receive an additional 4 hours of training on the Enterprise system.

Special accommodations can be made for enterprise clients who want to host in their own environment or utilize a different SMS server. Additional fees may apply.

Branding We encourage you to share that you are a Certified Partner of PeopleVine and leverage our logo and material on your web site, marketing material and even business card. You can gain access to this material by visiting <http://gopv.us/@partner>. Here you will also find raw versions of our marketing materials to customize with your branding.

Limits of Authority Partner shall not, without prior written approval from an authorized representative of PeopleVine, incur any expense or obligation in the name of PeopleVine.

Assignment The rights in this partnership agreement may not be assigned without the prior written consent of PeopleVine.

Indemnification Partner will defend, indemnify and hold PeopleVine and its officers, directors, employees, contractors, Affiliates and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, damages (including reasonable attorneys' costs and fees) and judgments (or settlements to which Partner consents) related to any default or breach or alleged default or breach of this Agreement or any other act or omission by Partner relating to its role under this Agreement based on (i) Partner's failure to comply with applicable laws, rules or regulations; or (ii) any actual or alleged negligent act or omission, willful misconduct or strict liability of Partner. Partner will provide PeopleVine with reasonably prompt notice of claims, permit PeopleVine through mutually acceptable counsel to answer and defend claims, and provide PeopleVine with reasonable information and assistance to help PeopleVine defend claims at PeopleVine's expense. PeopleVine has the right to employ separate counsel and participate in the defense of any claim at its own expense. If PeopleVine decides to do this, Partner and PeopleVine will work together in good faith to reach decisions about which both parties agree. Partner must have PeopleVine's written consent before settling any Partner claim or publicizing any settlement. PeopleVine will not unreasonably withhold its consent.

Limited trademark license The PeopleVine marks include the trademarks, logos and symbols and may only be used to resell the PeopleVine services. This agreement gives the company a nonexclusive and nontransferable, limited, royalty-free license to use the Marks.

Disclaimer of Warranties EXCEPT AS PROVIDED HEREIN, MICROSOFT EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. OTHERS THAT MAY BE INCLUDED ARE LACK OF VIRUSES, QUIET ENJOYMENT, SCOPE OF LICENSE, LACK OF ERRORS, SATISFACTORY CONDITION OR QUALITY. THE DISCLAIMER ALSO INCLUDES ANY IMPLIED WARRANTY OR CONDITIONS ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE

Waiver A. The waiver by either party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by either party hereto.



B. The parties agree to waive their right to a jury trial in the event of any dispute or disagreement between them including but not limited to any dispute related to this Agreement, the relationship between the Parties, or the services provided by Partner.

Binding Effect This Agreement shall be binding upon and inure to the benefit of Partner, its successors and assigns. This Agreement is personal as to Partner and may not be assigned by Partner without first obtaining the written consent of PeopleVine.

Interpretation This Agreement shall be construed according to its fair meaning and not strictly for or against any party. Should any provision in this Agreement be held unenforceable, illegal or invalid, it shall not affect the validity or enforceability of any other provision. The descriptive headings in this Agreement are for convenience only and do not constitute part of this Agreement.

Severability If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.

Entire Understanding Partner represents that no promise or inducement has been offered except as stated in this Agreement and that this Agreement is signed by him/her without reliance upon any statement or representation made by PeopleVine that is not contained in this Agreement. This Agreement contains all of the agreements and understandings between the parties relating to the subjects addressed herein and replaces and supersedes any existing or prior agreements between the parties relating to the subjects identified herein. This does not replace any NDA's, non-competes, non-solicitation agreements or the PeopleVine License agreement. This Agreement may only be changed, amended or modified by a writing signed by the party or parties against whom enforcement is sought.

Notices May be provided either by electronic or physical mail.

For PeopleVine
222 Merchandise Mart Plaza Suite 1212
Chicago, IL. 60654
Email: Info@PeopleVine.com

For Partner

Email: _____

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that any litigation relating to this Agreement or the relationship between the parties shall take place in an Illinois court located in Cook County, Illinois which is the county where Company's principal place of business is located.

Survival of Promises All agreements made by Partner which continue after the Termination Date, shall survive termination or expiration of this Agreement and remain in full force and affect.



I agree to the terms set forth in this partnership agreement and fully understand that being a partner of PeopleVine is at my own will and may be terminated at any time as deemed necessary by the PeopleVine team.

X _____
Signature Date

Company Name Your Name Title