

Dooly Customer Referral Program Agreement

Welcome to the Dooly Customer Referral Program!

Please read below for the important legal fine print.

This **DOOLY CUSTOMER REFERRAL PROGRAM AGREEMENT** ("**Agreement**" or "**Program**") is between Dooly Research Ltd., a Canadian corporation ("**Dooly**"), with an address of 560 Beatty St Unit L110, Vancouver, BC V6B 2L3, Canada, and you or your company, organization, or entity ("**Referrer**"), (collectively, the "**Parties**").

We reserve the right to terminate or change any aspect of the Program at any time for any reason. The Program is administered by Dooly, which may, outsource certain elements of administration to third parties (collectively "**Administrator**")

These terms ("**Terms**") apply to a Referrers participation in the Program. By participating in the Program, Referrers agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program. Referrers cannot where in so doing, they would violate any applicable law or regulations.

RECITALS

- Dooly offers a world-class platform to accelerate Salesforce updates and improve sales conversations in real-time using AI.
- Referrer and Dooly each desire that Referrer promote the Services (as defined below) to potential Customers (as defined below) and refer such Customer to Dooly for a referral commission, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS.

As used in this Agreement and any amendments or exhibits therein, each capitalized term will have the meaning and definition specified below:

1.1 “Customer” or “Referred Customer” means an end-user, company, organization, or entity who acquires the Services for use (and not for re-sale) and agrees to a 1-year Contract.

1.2 “Services” means Dooly’s offerings as defined in Dooly’s [Terms of Service](#). Dooly may modify or alter the Services at any time in its sole discretion, without notice or notification.

1.3 “Person” means an individual, company, partnership, corporation, limited liability company, or other entity.

1.4 “Dooly Marks” means brand assets and branded terms, trademarks, service marks, logos, insignias, trade dress, and other designations proprietary to Dooly. Dooly may modify or alter Dooly Marks at any time in its sole discretion, without notice or notification.

1.5 “Dooly Marketing Assets” means assets and marketing materials created by or for the benefit of Dooly and used to promote and market the Services. Dooly may modify or alter Dooly Marketing Assets at any time in its sole discretion, without notice or notification.

1.6 “Intellectual Property Rights” means trademarks, trade names, logos, trade dress, copyrights, patents, proprietary information, know-how, methodologies, designs, formulas, processes, trade secrets, programs, methods, apparatuses, ideas, inventions, creations, improvements, works of authorship or other similar material, publicity rights, privacy rights, moral rights, and any and all other proprietary rights and any and all applications, registrations, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

1.7 “Derivative Work” means any work which is based on, uses, or incorporates the Service or any part thereof, including, without limitation, translations, condensations, improvements, updates, adaptations, enhancements, or any other form in which the Services or any part thereof may be revised, updated, transformed, or recast.

1.8 “Reward” or “Rewards” means variable compensation that may be provided to the Referrer for valid Referred Customers who sign a Contract within 90-days of receiving the Referral Link, as defined by this Agreement.

1.9 “Referral Link” means the unique referral link generated for each Referrer that is intended to be shared with Customers to sign up with.

1.10 “Qualified Referral” means a valid Referred Customer as outlined by this Agreement.

1.11 “Contract” means a valid Referred Customer that signs up for Dooly Services for a minimum of 1-year within 90 days of registering for Dooly Services using a Referrer’s Referral Link.

1.12 “Lifetime” means the projected retention rate of Customers which is currently estimated at thirty six (36) months. Retention rate will naturally vary by customer. Dooly makes no guarantee to the Referrer Commission period and reserves the right to Section 1.12 at its sole discretion, at any time.

2. ELIGIBILITY

2.1 Referrer Requirements

Referrers must be able to receive payments by bank draft or e-transfer depending on Referrer location. Additional expenses and fees resulting from the transfer of funds between Parties will be deducted from the Rewards amount the Referrer is eligible for. Referrers must be able to speak and read English, be legally able to participate in the Program, and must be

1. have an existing, valid Dooly user account
2. 2) at least the age of majority where they reside, and
3. 3) are otherwise in good standing.

Dooly reserves the right to determine if a Referrer’s Dooly user account is valid based on criteria that includes, but is not limited to incorporation status, Dooly account activity and ownership, and business affiliation of the user’s registered Dooly account email address domain. Participation in the Program represents an ongoing relationship with you and has privacy implications. So long as you remain a Referrer in the Program and are receiving the Rewards, you will be considered an active member of the Program. Please see Dooly’s privacy policy for detailed information regarding your privacy rights. Companies and employees of Dooly Entities or their subsidiaries, affiliates, promotional agencies, including household members and immediate family are not eligible. Referrers must respect the spirit of the Program by not engaging in unfair, problematic practices, or spamming, including creating fake accounts or harassing potential referral sources.

2.2 REFERRED CUSTOMER REQUIREMENTS.

Who can I refer?

2.2.1 The Referred Customer must use the Referral Link to sign up from a Referrer in good standing with Dooly.

2.2.2 If a Referred Customer receives more than one Referral Link, Dooly will provide the Reward to the Referrer whose Referral Link is used to complete the Dooly registration process regardless of when the Referral Links were sent. If a Referred Customer registers using any other method, the registration will not count as a Qualified Referral and Referrer will not earn reward.

Dooly reserves the right at any time, without limitation, to investigate instances where multiple Referrers have attempted to refer the same Referred Customer and render a decision regarding the dispensement of the Reward at its sole discretion.

2.2.3. The following Referrals will not be accepted and will not be considered valid Referred Customers, and as such, are not eligible for the Referrer to receive Reward.

2.2.4. The Referred Customer may not combine the link with any other monetary offer.

2.2.5. The Referred Customer must register using a valid and current email address that has not been used to register for Dooly within the last 16 months.

2.2.6. The Referred Customer must be eligible to create a Dooly account and otherwise be qualified for the Service.

2.2.7. The Referred Customer must not be registered with the Service already, and was not previously registered with the Service under any email address or alias for at least 16 months.

2.2.8 A former Customer of Dooly will not be accepted as a Referred Customer.

2.2.9 Existing Customers of Dooly will not be accepted as a Referred Customer.

2.2.10 Yourself, the Referrer, will not be accepted as a Referred Customer.

2.2.11 A Customer who previously referred you at any previous point in time or instance will not be accepted as a Referred Customer.

2.2.12 Customers who you have previously referred will not be accepted as a Referred Customer. Referrers may only refer a Customer once. Including, but not limited to new locations, departments, offices, subsidiaries, or other related entities.

2.2.13 A prospective Customer that is already in Dooly's leads database at the time of your referral will not be accepted as a Referred Customer.

2.2.14 To be considered a valid Referred Customer, the Customer must have never previously entered into a Subscription agreement with Dooly and users at the company of Customer must never have registered for Dooly services in the past.

3. OBLIGATIONS OF REFERRER.

3.1 Obligations as a Referrer. Referrer hereby agrees to:

3.1.1 use its best efforts to (a) promote the Services to potential Customers; and (b) satisfy all reasonable criteria and policies given in writing to Referrer by Dooly during the Term

3.1.2 to conduct business in a manner that reflects favourably at all times on the Services, goodwill, and reputation of Dooly

3.1.3 not to use Dooly Intellectual Property Rights, except as authorized in this Agreement

3.1.4 to make such filings and take such actions as may be required to remain qualified to do business and perform its obligations hereunder all applicable laws

3.1.5 to perform its obligations under this Agreement in accordance with all applicable laws and regulations, including without limitation, privacy, and anti-spam laws

3.1.6 to avoid deception, misleading, or unethical representations or practices that are or may be detrimental to Dooly or the Services, including but not limited to, distributing unsolicited marketing assets, or engaging in any activity that violates Dooly's policies

3.1.7 to avoid activities that may diminish or tarnish the image or reputation of any Dooly Mark during the Term or after, as determined solely by Dooly

3.1.8 not to bid on any keywords or phrases that include any Dooly Marks either in pay-per-click (PPC) or cost-per-acquisition (CPA) campaigns

3.1.9 not to create any domains, subdomains, or URLs using Dooly Marks

3.1.10 during the Term, not to represent or distribute any products that compete, directly, or indirectly, with the Services, as determined solely by Dooly.

3.1.11 to not disclose the total Contract value of Customers referred by the Referrer, especially in instances where a Customer is provided a discount.

3.2 Referrer Activities. Without limiting the generality of the obligations set out in Section 3.1, Referrer will (i): introduce potential Customers to Dooly, which may include sharing a Referral Link with such potential Customers; (ii) assist Dooly in following up with Customers and potential Customers to answer questions or provide feedback from Referrer's experience using Dooly services after sales meetings; and (iii) to the extent reasonably requested by Dooly, assist during the negotiation process with Customers entering a Contract.

3.3 Referral Tracking. Dooly shall provide Referrer with a unique URL generated by Dooly, the Referral Link, for the Referrer to share with Customers. The Referral Link shall track Customer Subscriptions via cookies placed on Customer's browser upon clicking the referral link. These cookies have a referral period of ninety (90) days, or such other period as may be determined in the sole discretion of Dooly, (the "**Referral Period**"). Referrers shall only receive payments, per Section 5, for referrals tracked via the Referral Link that result in a Contract during the Referral Period. It is the Referrers responsibility to ensure that cookie use relating to this Section or this Agreement complies with applicable laws.

3.4 Inappropriate Behaviour. Dooly may prohibit anyone from participating in the Program or receiving Award or Referral Compensation if they determine such Referrer is attempting to undermine the fairness, integrity, or legitimate operations of the program in any way by cheating, hacking, deception, or any other unfair practices determined solely at the discretion of Dooly. Dooly reserves the right to disqualify anyone, cancel Awards, Referral Compensation, disable or suspend an account, and contact law authorities (including law enforcement), if it should discover a user is tampering with the referral process or the operation of the Program or violating these Terms. Referrals generated by any automated means including but not limited to scripts and macros will be disqualified. If a solution cannot be found to restore the integrity of the Dooly program, we reserve the right to cancel, change or suspend the Program at any time at the sole discretion of Dooly.

4. HOW IT WORKS.

To participate, once you have created your Dooly account, visit www.dooly.ai/settings/referrals and follow the instructions. A unique referral link will be generated for you which you can share with your network. When a Referred Customer signs a Contract within 90-days of registering for Dooly Services using your Referral Link, you are eligible for Reward. See Section 5., Commissions and Fees for further details.

4.1 How many referrals can I submit?

As a valid Referrer, you can refer as many Customers as you like and will be eligible for Awards and Referrer Commission should the Customers meet the eligibility requirements outlined in this Agreement.

4.2 What if my referral does not become a customer?

If the Referred Customer does not sign a Contract within ninety (90) days of your referral, you will not be eligible to any Reward or Referral Commission, even if the referred customer subsequently purchased Dooly Services.

5. COMMISSIONS AND FEES.

5.1 Fees to Customer. Dooly shall directly bill Customer for the Services (the "**Subscription Costs**" or "**Subscription Fees**"). Dooly shall be responsible for collecting Subscription Costs. During the Term, Subscription Costs may change, as determined by Dooly in its sole discretion.

5.2 Payment to Referrer. Dooly shall pay Referrer twenty percent (20%) of the Net Subscription Fees actually received by Dooly from a new Customer for the Services referred by Referrer and tracked, per Section 3.3 ("**Referrer Commission**"). For the purpose of this Agreement, "**Net**" shall mean the aggregate amount of Subscription Fees actually received by Dooly from Customer, less any refunds to any such Customer for Contract or Subscription cancellation, discounts provided, and any applicable taxes. Payments to the Referrer shall be calculated and made by Dooly ninety (90) days from the date on which the referred new Customer begins a Subscription to Dooly's Services, with each payment to be made based on a minimum of three (3) months of accrued Subscription fees. If the referred new Customer cancels their Subscription within the first 90 days, no Referrer Commission or Award shall be awarded.

Referrer Commissions shall be paid out for the Lifetime of a Customer Subscription which is currently projected to be thirty-six (36) months for referred new Customer's Subscription. Dooly reserves the right to change any aspect of Referrer Compensation, including but not limited to, commission rates, payment dates, and duration of payments, at any time for any reason. Dooly will use commercially reasonable efforts to notify Referrer of planned compensation changes. Electing not to terminate this Agreement in accordance with Section 7.2.3., "Referrer Cancellation" indicates Referrer's acceptance of any and all new, updated, or modified compensation provisions.

5.3 Referrer Commission Adjustments. If a Customer's Subscription is terminated or the actual amount to be received by Dooly under the Subscription changes, the Referrer Commission calculation in Section 5.1 shall be determined based on the final contract value actually received by Dooly. If the Referrer Commission is paid before a Subscription downgrade or termination, Dooly reserves the right to claim any excess amount paid by Dooly to Referrer or to deduct such excess amount from the next payment to Referrer. Should a Customer referred by Referrer cancel their Subscription to Services, Dooly shall pay Referrer Commission only through the final month of Customer's active Subscription, in accordance with the applicable terms of Section 5.2. If

there are any termination clauses in a Customer Contract that permit termination for convenience, the Contract shall be treated as a monthly subscription with payments made at the completion of each three (3) month period. To be eligible for Referrer Commission, Customer must meet the terms of Section 2.2

5.4 No Expenses; Taxes. Except as expressly set forth herein, each party shall be responsible for any and all expenses incurred by such party in connection with its performance hereunder. Referrer will be responsible for any sales, use, or other taxes (other than taxes based on Dooly's net income), and payment processing fees that may arise in connection with Referrer's performance under this Agreement.

5.5 Currency. Referrer may have the option to select a local currency by which to receive Referrer Commission. Dooly disclaims all liability in this area, including but not limited to, fluctuations in exchange from United States Dollars to any other currency.

5.6 No Guarantee. Referrer acknowledges and agrees that Dooly makes no representation or guarantee of any kind regarding revenue, business, profit, or Customers under this Agreement.

6. LICENSE GRANTS AND OWNERSHIP.

6.1 License Grants

6.1.1 License. Subject to Referrer's compliance with all terms of this Agreement, Dooly hereby grants to Referrer, a revocable, non-transferable, worldwide, non-exclusive license during the Term to display, promote, market, and demonstrate the Services solely for the purpose of promoting the Services to Customers and potential Customers. Dooly grants no rights under this agreement to Referrer to sublicense, resell, or otherwise distribute or provide the Services to Customers or third parties or for subsequent sublicensing, resale, or other distribution to end users or other distributors.

6.1.2 Dooly Trademark License. Subject to such written guidelines as may be periodically provided by Dooly to Referrer, Dooly hereby grants to Referrer a revocable, non-transferable, worldwide, non-exclusive license during the Term to use Dooly Marks solely for the purpose of promoting the Services to Customers or potential Customers.

6.1.3 No Modifications. Referrer shall not (i) alter, modify, adapt, translate, or create Derivative Works from the whole or any part of the Services, Dooly Marks, or Dooly Marketing Assets.

6.1.4 Misuse or Infringement. Referrer will use its best efforts to notify Dooly promptly of any misuse or infringement of Dooly Intellectual Property Rights of which it becomes

are of, and will cooperate with Dooly, where reasonably necessary, to protect Dooly Intellectual Property Rights against infringement. Any decision to take action against misuse or infringement will be entirely at Dooly's discretion, and any damages recovered will be solely for Dooly.

6.1.5 Quality Control. Any uses by Referrers of the Services, Dooly Marketing Assets, or Dooly Marks shall conform to all standards set by Dooly from time to time, and not be sold, used, distributed, or disclosed by Referrer unless approved by Dooly. Referrer acknowledges and agrees that this Section constitutes a material term of this Agreement.

6.1.6 Reservation of Rights. Dooly reserves all rights not expressly granted in this Agreement, and does not transfer any title, right, or interest to any Intellectual Property Rights contained in the Services.

6.2 Ownership. Referrer acknowledges and agrees that Dooly maintains exclusive ownership of the Services, Dooly Marks, and Dooly Marketing Assets, including all Derivative Works, updates, or modifications thereto, and all copies and all portions thereof. All goodwill arising with respect to the use of the Services, Dooly Marks, and Dooly Marketing Assets shall inure to Dooly's exclusive benefit. Referrals will not attack, question, or contest the validity of Dooly's ownership of Dooly Intellectual Property Rights, both during the Term and thereafter. Referrer will not remove, alter, or conceal any Dooly copyright or other proprietary notice displayed on the Services, Dooly Marks, or Dooly Marketing Assets. Referrer shall not use any language or display Dooly Intellectual Property Rights in such a way as to create the impression that Dooly Intellectual Property Rights belong to Referrer.

7. TERM AND TERMINATION.

7.1 Term. This Agreement shall commence on the date of its execution and continue in full force and effect until terminated in accordance with this Agreement.

7.2 Termination.

7.2.1 Breach. This Agreement may be terminated immediately by either party by written notice of termination if the other party breaches this Agreement and fails to remedy the breach within 60 days after receipt of written notice. Notwithstanding the foregoing:

1. Either party may terminate this Agreement immediately upon written notice to the other party if the other party infringes the Intellectual Property Rights of the party electing to terminate this Agreement or breaches the confidentiality provisions of this Agreement, and

2. Dooly may terminate this agreement immediately upon written notice to Referrer in the event Referrer breaches Section 6.13.

7.2.2 Cessation of Business or Insolvency. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement immediately by providing written notice to the other if:

1. The other party ceases to carry on its business, or otherwise terminates its business operations, except as a result of a permitted assignment of this Agreement; or
2. The other becomes insolvent, admits in writing its inability to pay debts as they mature, or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding; or
3. If any such proceeding is instituted against the other (and not dismissed within ninety (90) days).

7.2.3 Referrer Cancellation. Referrer may terminate this Agreement at any time and for any reason by providing Dooly with at least thirty (30) days written notice of Referrer's intention to terminate the Agreement. Referrer shall continue to receive any Referrer Commission or other benefits owed, and shall have the right to continue to refer Customers through the end of the thirty (30) day notice period. All benefits, including Referrer Commissions shall cease immediately upon termination.

7.2.4 Dooly Cancellation. Dooly may terminate this Agreement at any time and for any reason, including but not limited to, cancelling this Customer Referral Program, by providing thirty (30) days written notice to Referrer. Referrer shall receive outstanding Referrer Commissions that originate from Customer Subscriptions entered into prior to receiving the termination notice, and during the final thirty (30) days of the Agreement, but otherwise Dooly will have no liability related to such termination. Referrer agrees to follow all instructions that may be provided in any termination notice. All benefits, including Referrer Commissions, shall cease immediately upon termination. Notwithstanding, Dooly shall pay one Referrer Commission for each qualifying Customer referred during Referrer's final thirty (30) days, within ninety (90) days of the Agreement's termination date, per Section 7.31 (Return of Materials).

7.3 Effect of Termination or Expiration

7.3.1. Return of Materials Upon termination or expiration of this Agreement, Referrer will immediately return, or (at Dooly's request), destroy all Marketing Assets and Confidential Information in its possession or control, and upon Dooly's request, an office of Referrer will certify to Dooly in writing that Referrer has done so. Dooly will pay all outstanding amounts owed to Referrer within ninety (90) days of Agreement termination or expiration.

7.3.2. Survival. The terms and conditions of all Sections in this Agreement, and any right of action for breach of this Agreement that may have arisen prior to termination or expiration, shall survive any termination or expiration of this Agreement.

8. PRIVACY AND CONFIDENTIALITY.

8.1 Definition of Confidential Information. For this Agreement, “Confidential Information” means all data and information whether in written, machine readable, or other tangible form, or disclosed orally, and whether disclosed before, on, or after the effective date, that is communicated by either party to the other party. A party disclosing information is a **Disclosing Party**. A party receiving information is a **Receiving Party**. Confidential Information shall include, but not be limited to, information relating to the Disclosing Party’s assets, properties, personnel, customers, suppliers, products, technology, services, facilities, current or proposed business plans, marketing and roll-out plans, distribution channels, financial information, prices, trade secrets, know-how, formulae, processes, data, drawings, proprietary information, and any other non-public information which concerns the business and operations of the Disclosing Party or its Affiliates, whether marked or otherwise labelled as confidential. The term **“Affiliate”** shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with either party.

8.2 Restrictions on Use and Disclosure. The Receiving Party shall keep all Confidential Information received from the Disclosing Party strictly confidential during the Term and for a period of two (2) years after the expiration or termination of this Agreement. Receiving Party shall preserve and protect Confidential Information from disclosure by exercising the same degree of care that it exercises to preserve and protect its own Confidential Information, but in no case less than reasonable care. The Receiving Party shall not disclose any of the Confidential Information to any Person unless written permission is granted by the Disclosing Party, except that the Receiving Party may provide access to the Confidential Information to those of its directors, officers, employees, and professional advisors who need such access for the purposes of this Agreement, provided the Receiving Party uses its best commercial efforts to ensure that all such persons adhere to the terms of this Agreement. Neither party shall use, sell, license, lease, or otherwise allow third parties to use the Confidential Information of the other party, in any way, for its own or any third party’s benefit.

8.3 Exclusions. Notwithstanding the provisions of Section 8.1, Confidential Information shall not include any information that, as established by competent evidence: (a) is publicly known at the time of disclosure or becomes publicly known through no fault of the Receiving Party; (b) Receiving Party knew prior to the disclosure thereof; (c) was independently developed by Receiving Party without benefit of, use of, or reference to,

Disclosing Party's Confidential Information; or (d) is required to be disclosed by a court or tribunal of competent jurisdiction; provided, however, that Receiving Party promptly inform Disclosing Party of such obligation in writing so that, to the extent practicable, Disclosing Party may obtain a protective order or other similar remedy.

8.4 Survival. The obligations of confidentiality set forth in Section 8 shall continue in full force and effect until each party supplies the other party with the last item of Confidential Information and for five (5) years thereafter; provided, however, that as to any Confidential Information that constitutes a "trade secret" under applicable law, the obligations of confidentiality contained herein shall continue for so long as permitted under applicable law.

8.5 Breach of Confidentiality. If the provisions of Section 8 are breached, each party acknowledges that the other will suffer irreparable harm and that monetary damages will be an insufficient remedy. Consequently, the injured party shall be entitled to seek injunctive relief or other similar action. The remedy hereunder shall not preclude any other remedies available, at law or at equity, to the injured party.

8.6 Participation. Participation in the Program may require a Referred Customer and/or Referrer to submit personal information about themselves. This personal information will be processed, collected, and used in accordance with Dooly's Privacy Policy which can be found at <https://www.dooly.ai/privacy-policy/>.

8.7 Publicity. Neither party shall publicly disclose the contents of this Agreement without the prior written consent of the other party, unless required by law.

9. WARRANTIES

9.1 Mutual Representations and Warranties. Each party represents and warrants that:

1. it has the full corporate right, power, and authority to enter into this Agreement and perform its obligations hereunder;
2. when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation enforceable against it in accordance with its terms; and
3. it will comply with all applicable laws, regulations, and orders of any governmental authority of competent jurisdiction in its performance of this Agreement.

9.2 Referrer Representations and Warranties. Referrer warrants to Dooly that: (i) Referrer has all consents, permissions, or licenses necessary to perform its obligations under this Agreement, and (ii) Referrer shall make no representations or warranties with

respect to the Services except as expressly permitted in this Agreement and Dooly's Terms of Service, and shall not alter or enlarge such representations or warranties.

9.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT EITHER PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. RESERVATION OF RIGHTS.

We reserve the right to modify or amend this Agreement at any time at the sole discretion of Dooly. We reserve the right to disqualify and Referrer from the participation in the Program for not complying with these Terms. Dooly's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

11. SEVERABILITY.

If any provision in these Terms or Agreement are held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void, or unenforceable) will be struck and will not affect the validity of and enforceability of the remaining provisions, Terms, or Agreement.

12. INDEMNIFICATION.

12.1 Dooly Indemnification. Dooly hereby agrees to defend, indemnify, and hold harmless Referrer and its officers, directors, shareholders, employees, and consultants (collectively, the "**Referrer Indemnified Parties**") from any and all damages finally awarded by a court of competent jurisdiction without appeal or settlement amount that may be incurred by Referrer Indemnified Parties as a result of any third party claim that Dooly's intellectual property as used in accordance with the terms of this Agreement violated the intellectual property rights of said third party, provided that:

1. Referrer notifies Dooly promptly in writing of the claim;
2. the violation is not due to Referrer's misuse of the Services, failure to implement, or properly implement, a solution provided by Dooly, or combining of the Services with other products, services, or technologies;
3. Dooly has sole control of the defense and all related settlement negotiations;
4. Referrer provides Dooly with all reasonable assistance, information, and authority to defend and/or settle the claim; and
5. Referrer has not breached any term of the Agreement. Notwithstanding the foregoing, Referrer may participate in the defense and any settlement

discussions, and will have the right to approve any settlement agreement purporting to bind Referrer.

12.2 Referrer Indemnification. Referrer hereby agrees to indemnify, defend, and hold harmless Dooly and its officers, directors, shareholders, employees, and consultants (collectively, the “**Dooly Indemnified Parties**”) from any and all liability, damages, costs, fees, loss (including, without limitation, attorneys’ fees) that may be incurred by Dooly Indemnified Parties as a result of any claim arising from or related to:

1. Referrer’s breach of any of its representations, warranties, or covenants set forth in this Agreement
2. Referrer’s negligence or willful misconduct
3. Referrer’s violation of any third party Intellectual Property Right. Dooly may participate in the defense and any settlement discussions, and will have the right to approve any settlement agreement purporting to bind Dooly.

12.3 THE FOREGOING SETS FORTH EACH PARTY’S EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

13. LIMITATION OF LIABILITY.

NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INSURERS, LICENSORS, AND SERVICE PROVIDERS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, WARRANTY, AND NEGLIGENCE, AND WHETHER OR NOT SUCH PERSON WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY’S AGGREGATE LIABILITY TO REFERRER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF REFERRAL COMMISSION OWED TO REFERRER WITHIN THE LAST TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE CLAIM(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE DEFENSE AND INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT OR FOR ANY BREACH OF SECTION 2 OR 8.

13.1 Release and Limitation of Liability

By participating in the Program, you release Dooly Research Ltd. and its agents from all liability, including, without limitation, all liability with respect to any and all Rewards.

14. MISCELLANEOUS.

14.1 Relationship of Parties. The parties hereto expressly understand and agree that each party is an independent contractor under this Agreement and this Agreement will not create any relationship of agency, partnership, joint venture, or any similar relationship between the parties. Neither party, nor its agents or employees, are the representatives of the other party for any purpose, and neither party has the power or authority to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

14.2 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may:

1. assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets, or business; or
2. delegate any of its obligations hereunder to subcontractors reasonably acceptable to the other party, provided that the delegating party remains responsible for the performance of all such obligations. Any attempted assignment or delegation in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and assigns.

14.3 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the federal laws of Canada and the province of British Columbia, notwithstanding the actual residence of the Parties. The Parties hereby submit to the jurisdiction of the courts in Vancouver, British Columbia in any proceeding, claim, or litigation arising out of the Agreement

14.4 Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent such delay or failure is caused by any occurrence beyond the reasonable control of such party, including, but not limited to, acts of God, power outages and governmental restrictions, fires, labor disturbances, floods, epidemics, war, riot, civil insurrection, shortages of relied upon services, or intentional, reckless, or negligent acts of third parties, including unauthorized hacking on or through the Internet.

14.5 Notice. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing, by an authorized representative of such party, and delivered by hand, registered mail, courier, or express delivery service, or email. Notice shall be considered to have been received five (5) days after sending

date if by registered mail, courier, or express delivery service, and the same day if sent by email.

14.6 No Implied Waivers. A party's failure to exercise a right under this Agreement shall not constitute a waiver of such right. A party's waiver of the other party's breach of this Agreement shall not constitute a waiver of any such breached provision.

14.7 Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The Parties agree to renegotiate in good faith those invalid provisions so as to be valid, enforceable provisions that reflect as closely as possible the original intent of the Parties, and further agree to be bound by such substitute provisions.

14.8 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

14.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, including, without limitation, the terms of any purchase order. No amendment to or modification of this Agreement will be binding unless agreed to in writing and signed by a duly authorized representative of both parties. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party.