CHAMBER ROYALTY PROGRAM TERMS & CONDITIONS

This Agreement sets forth the Terms and Conditions for the Chamber Royalty Program (“Royalty Program”) of Patriot Software, LLC, a Delaware limited liability company (“Patriot”). You or your Chamber of Commerce agree to be bound by these Chamber Royalty Program rules by accepting these Terms and Conditions.

1. DEFINITIONS:

A. “Participant.” “Referrer,” “You,” “Your,” and “Yours” means a Chamber of Commerce or Individual who applies and is approved to participate in Patriot's Royalty Program.

B. “Patriot,” “Us,” “We,” “Our,” and “Ours” means Patriot Software, LLC.

C. “Referral” or “Referrals” means anyone You refer to Patriot through Your Royalty Badge or Invitation Link.

D. “Paying Customer” means Your Referral has converted their Free Trial of Patriot’s services into a Verified Paid Account with Patriot.

E. “Verified Paid Account” means Your Referral is a first time customer that has entered a credit card into Patriot’s systems, and Patriot successfully charged for software services.

F. “Royalty Payments” mean any money that Patriot owes Participants for referring Paying Customers which will be paid by direct deposit each month.

G. “Royalty Badge,” or “Invitation Link” means a Patriot Software image to be placed by You on Your website that is embedded with a code unique to Your Patriot Account designed to track new Patriot customers referred by You.

H. “Royalty Center” is Patriot’s online system where Royalty Program Participants monitor Referrals, Royalty Payment Reports, and retrieve Badge images, Invitation Links, advertisements, etc.

I. “Certified Advisors” means any Royalty Program Advisors who elects to take (and pass) the Patriot Software Certification Exam.

2. AGREED UPON TERMS: As a Participant in Patriot’s Royalty Program, You agree to attempt to send first-time customer Referrals to Patriot from time to time. Participants will receive a complimentary 12-month subscription to Patriot’s full service payroll product for up to 10 employees (“Complimentary Payroll”). Participants will pay Patriot’s standard monthly subscription fees for any employees in excess of 10. A Participant may maintain its 12-month Complimentary Payroll subscription indefinitely by providing Patriot with at least one (1) Paying Customer in each 12-month period following the first one. The Paying Customer’s service and remaining discount periods will be uninterrupted by Paying Customer’s change in Chamber membership. Paying Customers referred by Participants will receive a complimentary 2-month trial of Patriot services. After the initial 2-month complimentary trial period has expired, Paying Customers referred by Participants will receive a ten percent (10%) discount for 24 months on any Patriot services selected by Paying Customers. Participants earn Royalty Payments after their Referrals successfully sign up as paying Patriot customers. Patriot agrees to make monthly Royalty Payments to Royalty Program Participants for Referrals that result in an active, ongoing,
Paying Customer for Patriot. The monthly Royalty Payments will be equal to five percent (5%) of the total fees paid to Patriot by Participant’s Referrals each month. If a Paying Customer changes its Chamber membership from one Participant to another, upon receipt of written confirmation of the membership change from both Participants, Patriot will immediately terminate Royalty Payments to the former Participant and begin making Royalty Payments to the new Participant for Paying Customer’s services. If at any time a Paying Customer’s Chamber membership lapses for any reason, Paying Customer’s account will be converted to a full paying retail customer account. Royalty Payments are displayed in the Royalty Center. Royalty Payments will be made directly to Your deposit account, less any fees that Patriot is required to withhold by law. All guidelines for Royalty Program participation will be published on our public website and/or in our Royalty Center.

3. SUPPORT: Patriot will provide to Participants and Paying Customers complimentary setup and support for its payroll and accounting software. Patriot will also provide a dedicated team of Royalty Program support staff to assist Participants and Paying Customers in the use of Patriot Software.

4. TERMINATION: This Agreement ends at any time when terminated by either party, with or without cause, and with or without notice to either party. Upon termination of this Agreement all licenses granted herein shall terminate; You must immediately remove any Patriot Royalty Program Links and Patriot Brand Features from Your website; Patriot will pay any accrued Royalty Payments; the remaining Terms and Conditions of this Agreement will survive.

5. MODIFICATION: At any time and in Patriot’s sole discretion, Patriot may modify any of the terms and conditions contained in this Agreement. Referer’s continued participation in the program following Patriot’s posting of a new agreement constitutes binding acceptance of the Modification.

6. LIMITATION OF LIABILITY: Under no circumstances will Patriot be liable in tort, contract, or otherwise for indirect, incidental, consequential, special, or exemplary damages arising from any provision of this Agreement or from the Royalty Program. Participant is responsible for any and all tax liability and must indemnify and hold Patriot harmless from any and all claims, damages and expenses (including, without limitation, attorneys’ fees).

7. RESERVATION OF RIGHTS: Patriot reserves all rights other than those expressly granted in these Terms and Conditions and grants no license except as expressly set forth herein. Patriot retains all right, title, and interest in and to the Patriot Brand Features and the Patriot Site, together with all Intellectual Property Rights.

8. PUBLICITY: Marketing resources directed to Your membership will be provided by Patriot. You may not create, publish, or distribute any original promotional images or material that makes reference to Patriot, aside from the Royalty Badges, Invitation Links, or other official advertisements, that are published in the Royalty Center, without first submitting such material to Patriot and receiving written consent from Patriot. Each Participant agrees to place on its website (if applicable) a Royalty Badge, as provided to Participant by Patriot.

9. RELATIONSHIP OF PARTIES: You and Patriot are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and agent between the parties.

10. GOVERNING LAW: This Agreement must be interpreted in accordance with the laws of the State
of Ohio without reference to conflicts of laws provisions, and any legal proceeding arising out of this Agreement will occur in Stark County, Ohio. Any damage award shall not exceed fifty-dollars ($50) or one (1) month of Patriot Software service, whichever is greater.

11. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement of the parties as it relates to the Service and supersedes all other oral or written agreements governing Your use of the Service.