



Referral Program Terms & Conditions (Effective September 24, 2018)

IMPORTANT: PLEASE READ THESE REFERRAL PROGRAM TERMS AND CONDITIONS CAREFULLY AND MAINTAIN A COPY FOR YOUR RECORDS.

Referral fees are subject to the following terms and conditions:

BY SUBMITTING (A) AN OPPORTUNITY; OR (B) ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO PICK CLOUD, OR BY CLICKING THE "ACCEPT" BUTTON, YOU ACCEPT AND AGREE TO BE BOUND BY THESE REFERRAL PROGRAM TERMS AND CONDITIONS AND ANY OTHER ITEMS REFERENCED HEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT. YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN: (A) SUBMIT A CUSTOMER, OR (B) SUBMIT A PROSPECTIVE CUSTOMER; OR (C) SUBMIT ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO PICK CLOUD; OR (D) RECEIVE ANY COMMISSIONS OR ANY PAYMENT OR CONSIDERATION OF ANY KIND FROM PICK CLOUD. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN PICK CLOUD IS UNWILLING AND HAS NO OBLIGATION TO PAY ANY CONSIDERATION OR ANY AMOUNTS TO YOU. THE AGREEMENT IS BETWEEN PICK CLOUD AND THE INDIVIDUAL OR LEGAL ENTITY THAT SUBMITS THE APPLICABLE CUSTOMER OR THAT CLICKS THE "ACCEPT" BUTTON ("COMPANY" "YOU," OR "YOUR"). IF YOU ARE PART OF OR OTHERWISE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS "COMPANY," "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

To participate, You must agree to these terms.

1. This referral program is organized by Pick Cloud, Inc., with a place of business at, 4000 MacArthur Blvd, Ste, 600, Newport Beach, CA, 92660 (hereinafter "Pick Cloud"). The program is designed to help Pick Cloud expand its customer base.
2. ELIGIBLE TIMEFRAME: Referred party must purchase within 180 days of the referral submission.
3. Eligible Referral Products shall be limited to Pick Cloud Hosting Services. All referrals are subject to review and acceptance by Pick Cloud. Each referral by You of Eligible Referral Products to a Prospect shall be considered an "Opportunity".

3.1 Each Opportunity (in whole or as part of a broader opportunity) must not be: a. pursued directly by Pick Cloud at the time the You submit the Opportunity; b. the subject of a public request for proposal (RFP), invitation for bid (IFB), or similar tender process, that has been published; registered as a referral or otherwise the subject of a deal registration by another finder or partner.

4. Approved Opportunities shall receive a thank you gift from Pick Cloud. If your Opportunity leads to a closed/won transaction, upon receipt of the prospect's sixth month's payment, you will be eligible to receive a \$100 Amazon gift card. If you or your employer is on credit hold with Pick Cloud or not current on all payments due and owing Pick Cloud you are not eligible for a referral fee.

5. You agree that you will not disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers. You agree that your participation in this referral program does not violate any of your employer's restrictions and that you have disclosed your participation in this referral program to your employer and your employer has approved your participation in this referral program.

6. Employees of Pick Cloud, Inc., are not eligible to participate.

7. Subsequent sales of software, product, or services to the Prospect shall not be subject to a referral fee.

8. Pick Cloud shall pay You within ninety (90) days following completion of the criterion set forth herein.

9. You shall not make promises or issue any warranty either expressed or implied pertaining to the software, products or services offered by Pick Cloud unless authorized in writing by Pick Cloud to do so.

10. This referral agreement does not grant the You any interest in Pick Cloud's trademarks or any other intellectual property rights.

11. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may You position yourself as affiliated to Pick Cloud, except as an independent referrer. In view of this independent relationship You shall not enter into any agreements on behalf of Pick Cloud, shall make no warranty either expressed or implied on behalf of Pick Cloud and shall not incur any expenses on behalf of Pick Cloud.

12. This referral agreement does not grant exclusive rights to You to act as referrer on behalf of Pick Cloud and You shall have no rights under any other agreements entered into by Pick Cloud with other parties.

13. Jurisdiction and venue in any action brought by any Party pursuant to this Agreement will lie exclusively in the state and federal courts located in Orange County, California, U.S.A. Each Party submits to the jurisdiction of any such courts over itself and its property with respect to any such action and each Party hereby waives any objection that such courts are an improper or inconvenient forum for the resolution of such action.

14. You agree not to disclose any confidential information pertaining to the Pick Cloud's goods or services nor that of Prospects or existing customers to any third party.

15. Pick Cloud may terminate this program for its convenience at any time with or without notice.

16. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW PICK CLOUD (INCLUDING ANY OF PICK CLOUD'S SUPPLIERS) SHALL NOT BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED; AND B) IN NO EVENT WILL PICK CLOUD'S LIABILITY, EXCEED THE FEES PAID AND OR OWED FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH.

17. You shall indemnify, defend and hold Pick Cloud (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

18. This agreement constitutes the whole agreement between the parties.