



**Manufacturing Information Systems Inc.**  
217-4 Maxham Meadow Way Suite 2G  
Woodstock, VT 05091  
(802) 457-4600

### **Manufacturing Information Systems, Inc. – Referral Partner Agreement**

This Agreement is between Manufacturing Information Systems, Inc. (“MISys”) of 217-4 Maxham Meadow Way Ste. 2G, Woodstock, Vermont, United States of America, and you, “Referral Partner”.

**Purpose:** The purpose of this Agreement is to clearly define the commitments of MISys and Referral Partners, as well as the financial terms and conditions of the relationship.

#### **MISys commits to:**

1. maintain the MISys Manufacturing software (the “Software”).
  - a. fix bugs found in the Software.
  - b. integrate with the designated accounting software systems (current version minus 1).
  - c. defend the trademarks and intellectual property of the Software.
2. provide Standard Technical Support directly to end users. Priority Technical Support is available for an additional fee.
3. provide Referral Partner with marketing materials and other resources through the Partner Resource Center.
4. provide Referral Partner with sales support.
5. build the brand name of the Software through co-marketing activities.
6. recognize the Referral Partner as the “Dealer of Record” when Referral Partner is the first to register a lead for that end user or is expressly identified (in writing) as such by the end user.

#### **Referral Partner commits to:**

1. actively market Software solutions to new and existing clients.
2. refer technical support questions directly to MISys.

**Financial Terms and Conditions:** 1. On licenses resulting from the referral, MISys will pay the Referral Partner a commission equal to 25% of the initial licensing fee of the Software modules and user licenses (net of negotiated customer discounts or promotional pricing) and 10% of the 1st year Annual Maintenance and Licensing Fees (AMLF).

- a. Commissions will be paid after the 15th day of the month following the expiration of the money-back guarantee period.
- b. If MISys agrees to a payment plan, Commissions will be paid after the 15th day of the month following the receipt of funds from the customer. Commissions will not be paid for any amounts paid beyond the 1st anniversary of the initial license.
2. If an end user returns the Software within the designated money-back guarantee period, MISys will refund the money to the end user directly.
3. Prior to the issuance of the Software license, end users must execute the MISys Manufacturing License Agreement which includes the End User License Agreement (EULA) and mandatory AMLF.
4. Nothing in this Agreement is intended to, or should be construed to create a partnership, agency, franchise, joint venture or employment relationship between MISys and Referral Partner.

**Terminating the Agreement.** This Agreement will remain in effect unless cancelled by either party in writing with at least 60 days written notice (1) for cause because the other party failed to deliver on its commitments as described in this agreement, or (2) without cause. This Agreement will terminate immediately upon the insolvency or material change in ownership of either party.

Revision Date: December 4, 2018

**If you agree to the terms of this contract, visit <https://misysinc.com/partner-agreement/> and submit the form.**

**misysinc.com**

MISys is a trademark of Manufacturing Information Systems, Inc.