

**Carillon ERP  
Lead Referral Agreement**

**Definitions:**

- (1) **Referred Customer** - A “**Referred Customer**” means an entity who meets the following conditions:
  - a. **New Lead** - As of the date of your submission, the Potential Customer has not previously been contacted by Carillon, its Affiliates or any **Carillon Authorized Reseller** and no one has previously submitted the marketing opportunity you submit. Current Carillon clients are not acceptable.
  - b. **No Kickbacks** - The Referred Customer and its employees must not be affiliated with Referrer or any of its affiliates. The referrer must be independent of the Referred Customer. You may not submit your own organization or any affiliated organization as a lead.
  - c. **No Government Entities** - Potential Customers that are government entities are not eligible to become Referred Customers.
- (2) **Carillon Authorized Reseller** – A third party entity that has fulfilled the requirements of Carillon’s Authorized Reseller Program and is current in all of its Carillon obligations.
- (3) **Lead Information** – Complete and accurate contact information including an individual’s name, phone number, email address, organization, and organization address that is provided with the express prior consent of the Potential Customer. Lead Information is to be provided directly to Larry R. Pettit at [LRPettit@CarillonERP.com](mailto:LRPettit@CarillonERP.com) and will be acknowledged by return email.
- (4) **Carillon** – Carillon Financials Corporation
- (5) **Carillon ERP** – Software developed and marketed by Carillon and its affiliates.
- (6) **Referrer** – The undersigned entity and all affiliated entities.

**Exclusions:**

- (1) Carillon Authorized Resellers are not eligible for the Lead Referral Program.
- (2) Carillon reserves the right to terminate this Referral Agreement if it suspects that you do not have the Potential Customer’s consent for disclosing their Lead Information, or that you are gaming, including, but not limited to, submission of low quality leads or unusually high volumes. The Lead provided must be willing to confirm that they provided Referrer consent to provide their contact information.
- (3) The licensed product must be Carillon ERP. License of any product developed by third parties such as but not limited to Microsoft, Oracle or Sybase are not eligible.
- (4) If you are a Carillon Financials Corporation or Pettit Consulting, P.C. employee or a direct or extended family member of an employee, you may not participate in the Referral Program.
- (5) Lead Information from ineligible countries (embargoed countries and countries where Carillon ERP is not made available by Carillon) will not be accepted.
- (6) Carillon reserves the right to cancel or disqualify you or any Referred Customer from the Referral Program for any reason, in which case Carillon will not use the Lead Information you provide.
- (7) Lead Information is eligible to earn referral fees for a period of one year after you receive notice that your lead referral has been accepted by Carillon. If a Potential Customer makes an initial purchase after this time, it will not result in payment of a Referral Fee.

**Referral Fee:**

- (1) When your lead referral has been accepted by Carillon, you will be entitled to a fee from Carillon in the amount of 10% of any license revenue received by Carillon on the sale to a Referred Customer for the initial purchase only of subscriptions or licenses for Carillon ERP that occurs after the date of your submission, up to a maximum of US\$20,000 per Referred Customer. Discounts offered to Referred Customer on the same invoice as the license fee will be deducted first from the license fee for purposes of this calculation.
- (2) The calculation of the revenue received will be based on the net revenue invoiced by Carillon for Carillon ERP licenses after deduction of Authorized Reseller margin, if any. Maintenance and service revenue are not subject to this agreement.
- (3) You acknowledge and agree that Carillon may provide Lead Information to Carillon Authorized Resellers, but has no control over the sales and marketing process with respect to such Lead Information, or when or if a customer will place an order. You hereby waive any liability to Carillon relating to its (or the Carillon Authorized Reseller’s) sales efforts and for how many (if any) orders are placed based on Lead Information you provide.

**Payment Terms:** Carillon will pay you within 90 days after payment has been received from the Referred Customer and provided there has been no return or order cancellation during that period. Payment will be subject to all applicable governmental regulations and rulings, including the withholding of any taxes that may be required.

Carillon is under no obligation to pay any Referral Fees if Referrer or Referred Customer is not in compliance with its obligations under their respective agreements and current in all payment obligations to Carillon and its Affiliates. Unless prohibited by local law, Carillon may, in its sole but reasonable discretion, withhold or reduce Referral Fees to satisfy any such outstanding payment obligations or if Referrer fails to satisfactorily perform any of the requirements under this Referral Agreement.

**Referral Customer Consent:** You hereby represent and warrant that:

(1) You disclosed to the Potential Customer that you may receive a fee from Carillon for providing this referral.

(2) You have obtained express prior consent from the Potential Customer whose Lead Information you submit to: (a) provide the Lead Information to Carillon, its Affiliates and Carillon Authorized Resellers; (b) permit Carillon, its Affiliates and Authorized Resellers to contact such Potential Customer for the purpose of informing them about Carillon products and services.

(3) You have complied with all local data privacy laws in obtaining and providing the Lead Information to Carillon.

**Your Information:** You hereby provide consent for Carillon to disclose you and/or your company as the origin of this referral, and to provide your contact information to the Potential Customer, or to an Affiliate or Authorized Carillon Reseller.

**Course of Conduct and Cooperation:** You have not acted and will not act in a manner that puts your interests in the referral fee ahead of the customer's best interests. You acknowledge that the referral fee is not intended to pay you for doing so. Upon request, you will reasonably cooperate with Carillon in the marketing of Carillon ERP to the Referred Customer. You will not make or authorize any proposal, quotation, representation, warranty, term, condition or other provision relating to any product or service that has not been approved or otherwise authorized by Carillon in writing. You will be solely responsible for all of your costs and expenses of any nature incurred in connection with this Referral Agreement. You are willing to accept emails from Carillon.

**Lead Distribution:** Carillon retains the full right to distribute leads to Authorized Carillon Resellers and in the manner it deems most suitable, or to pursue the lead directly.

**Term:** This Referral Agreement will remain in effect 24 consecutive months.

**Referral Program Changes or Cancellation:** Carillon reserves the right to change any aspect of the referral program upon 30 days notice. Carillon reserves the right to end the referral program, and thus terminate this Referral Agreement, without cause, at any time upon 90 days notice. Referrals in process as of the effective date of such changes will be paid using the method in effect when the Lead Information was accepted.

BY SIGNING AND SUBMITTING THIS AGREEMENT, YOU:

- (1) Agree to be bound by this Referral Agreement; and
- (2) Represent that you have read and understand this referral agreement. You must accept and submit this referral agreement before you can participate in the Carillon ERP Lead Referral Program.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_