

# EDUSPIRE SOLUTIONS

## AMBASSADOR PROGRAM APPLICATION AND AGREEMENT

The Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between Eduspire Solutions (“Eduspire Solutions”) and \_\_\_\_\_ (“Applicant”).

**Eduspire Solutions and Applicant** agree as follows:

### 1. APPLICATION:

Applicant is interested in participating in the Eduspire Solutions Ambassador Program as described herein and hereby submits this as an application for the program. It is acknowledged that the applicants are screened for suitability and not all applicants are automatically approved. Approved Applicants will be notified and will then become Eduspire Solutions Ambassadors subject to the terms outlined in this Agreement.

### 2. COMPENSATION:

Eduspire Solutions will pay approved Ambassadors as outlined in the program terms below for Referrals to Qualified Buyers. A Qualified Buyer is any school principal, vice-principal, assistant principal, school district superintendent, assistant superintendent, school district technology director, or other similar school or district staff who has authority over or significant decision-making involvement in technology purchases. A Referral means the provision of relevant contact information for that individual who is personally known by the Applicant, including name, title, phone number, and email address, through the official Eduspire Solutions Online Referral Form.

- a. **Appointments:** Under this program, Ambassadors will assist Eduspire Solutions to develop product awareness by setting up Appointments for a live meeting between Eduspire Solutions staff and a Referral. For each such Appointment that an Ambassador arranges, the Ambassador will be paid \$50. There is a limit of \$5,000 that can be earned by an Ambassador in a single calendar year under this portion of the program.
- b. **Signed Contract Commission:** Additionally, for any Referral provided by an Ambassador that ultimately becomes a paying Eduspire Solutions customer, the Ambassador will be compensated after the initial sale with 10% of the implementation fees and 10% of the total annual per user fees based on the Signed Contract. There is no limit to the amount that can be earned under this portion of the program.

### 3. LIMITATIONS

- a. **Disclosure and Conflict of Interest:** In the case that an Ambassador provides a Referral who is currently employed in the same school or school district as the Ambassador, then no compensation will be paid unless the Ambassador’s employer receives a written disclosure of the intended compensation under this program and approves it in writing. It is the responsibility of the Ambassador to be aware of the employer’s policies regarding compensation from third parties and to observe all relevant disclosure and documentation provisions.
- b. **Prior Relationship:** Upon receipt of a Referral, Eduspire Solutions will advise the Ambassador whether there is an existing or prior relationship with that entity, whether through another Ambassador or through Eduspire Solutions’ own efforts. In such cases, no compensation will be owed to the Ambassador for that Referral.

- c. **Time Limit:** The time for payment after a Referral under this program is a maximum of one year. If there has been no confirmed Appointment within one year of the Referral, then no compensation will be owed to the Ambassador under this program. Likewise, if there has been no Signed Contract within one year of the Referral, then no compensation will be owed to the Ambassador under this program.

#### **4. PAYMENT TERMS:**

Payments are made based on the relevant events as described above. Payments for Appointments will occur within 30 days after the appointment occurs, but payment of Signed Contract Commissions will not be owed under any circumstances until 60 days after receipt of full payment from the Customer under the Signed Contract.

#### **5. EFFECTIVE DATE AND TERMINATION:**

- a. This Agreement shall be effective for a given calendar year (January through December), beginning with the date the Agreement is first signed. Subsequently, the Agreement shall automatically renew for successive twelve (12) month terms unless either party provides a minimum sixty (60) days written notice prior to the end of the current (or renewed) contract term.
- b. This Agreement may be terminated by Eduspire Solutions at any point. If Eduspire Solutions terminates the Agreement, the Ambassador will still be entitled to payments for any Referrals made while the Agreement was in effect, subject to the limitations described in the previous section entitled "Limitations."
- c. Should Applicant terminate this Agreement or any renewal thereof, Applicant will no longer be entitled to any future payments from Eduspire Solutions.

#### **6. INDEPENDENT CONTRACTOR RELATIONSHIP:**

- a. The relationship of Applicant to Eduspire Solutions is that of a contractor and nothing herein shall be construed as creating any other relationship. Applicant may adopt whatever arrangements it desires with regard to the details of the services performed hereunder, the hours during which said services are to be provided, and the place or places where said services are to be furnished.
- b. Applicant accepts, in connection with the work called for hereby, exclusive liability for the payment of any taxes or contributions based on Applicant's income or levied on Applicant's property (real or personal). Applicant also will comply with all valid Federal and State administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions. Applicant agrees to indemnify and hold Eduspire, Eduspire Solutions and any of its owners, directors, officers and employees harmless from and against any and all liability for the delay or failure of Applicant to pay any such taxes or contributions.

#### **7. TITLE TO MATERIALS**

- a. All materials, data, and equipment furnished by Eduspire Solutions are to be and remain the sole property of Eduspire Solutions and are to be returned to Eduspire Solutions upon request or within thirty (30) days after the expiration or earlier termination of this Agreement.

- b. Eduspire Solutions shall retain ownership of all data and intellectual property provided by Eduspire Solutions to Applicant. This type of data includes customer lists, product information, prices, technical data, marketing materials and plans, strategy and marketing approach, etc.
- c. Moreover, such materials will be considered confidential and will not be disclosed to any other parties during or after the Agreement except with permission from Eduspire Solutions.

## 8. SEVERABILITY:

If any provision of this Agreement is determined by a court to be invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

## 9. REMEDIES:

- a. **Arbitration.** Any dispute arising between the parties hereto shall be resolved by arbitration in Philadelphia, Pennsylvania in accordance with the Rules of the American Arbitration Association, and the award of the arbitrator shall be final and binding upon the parties. In the event a demand for arbitration is filed pursuant hereto, the parties shall have the same rights to discovery under the Pennsylvania Rules of Civil Procedure as if the dispute had been filed as an original action in a Pennsylvania Court, and any Court located in Pennsylvania shall have jurisdiction and shall be authorized to enforce said rights as if the entire dispute were pending before said Court.
- b. **Attorney Fees.** If an attorney shall be retained to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to be reimbursed for all reasonable attorneys' fees incurred, without regard to whether a legal action was formally commenced, and including the fees necessitated by the appeal of any determination by either party.

## 10. OTHER PROVISIONS:

- a. **Amendment.** No amendment or modification of this Agreement shall be effective unless in writing signed by both parties.
- b. **Agreement Survives Termination.** All rights of the parties pursuant to this Agreement shall survive any termination of business relationship.
- c. **Choice of Law.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of Pennsylvania.

IN WITNESS WHEREOF, Eduspire Solutions and Applicant have executed this Agreement by their respective duly authorized representatives as of the date first written above.

**Eduspire Solutions**

**[Applicant]** \_\_\_\_\_

Signed: — Nathan E Hammond —

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

By: — Nathan Hammond —

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

Title: — Executive Director —

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

**Ambassador Applicant Information**

This information can also be submitted directly in the Eduspire Solutions online application form:

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

Position: \_\_\_\_\_

Address (for payments): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Employer and/or School Affiliation: \_\_\_\_\_

School District (or Independent School): \_\_\_\_\_

School Type (public, private, etc): \_\_\_\_\_

School Location (City, State): \_\_\_\_\_