



JHensley Referral Program & Conditions

JHensley Consulting, LLC ("we," "us" the "Company", "JHensley Consulting") offers you the opportunity to earn rewards by referring companies to JHensley Consulting. Your participation in the JHensley Consulting Referral Program ("JHensley Consulting Referral Program" or "Program") can earn you gift cards and credits to use in conjunction with JHensley Consulting Services. The Program is administered by JHensley Consulting.

These terms ("Terms") apply to a user's participation in the Program. By participating in the Program, users agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot participate in the Program. Users also cannot participate where in so doing, they would violate any applicable law or regulations. If users are found to have participated in the program where any applicable law or regulation was violated, JHensley Consulting assumes no liability for user's participation. The user will be responsible for any and all damages and liability for their violation.

Eligibility

This Program is void where such referral programs are prohibited. Users who refer others to the program are "Referrers"; those who are referred are "Referred Customers." Referrers may be eligible to receive gift cards and "credits" for every qualified referral. Referrers must speak and read English, be legally able to participate in the Program, and must be a client of JHensley Consulting in good standing. Participation in the Program represents an ongoing relationship with you, for privacy purposes. So long as you remain in the Program, and you have Credits, you will be considered an active member of the Program and of the JHensley Consulting Community.

How It Works

To participate, please follow the instructions below:

1. Email sales@jhensleyconsulting that you're interested in participating in the referral program and you agree to the terms and conditions.
2. Include the name, title, email address, and company name of the potential referred customer(s).
3. You will be provided with a short message to introduce the referred customer to JHensley Consulting, which you may then use.
4. CC sales@jhensleyconsulting on the outreach email.

From there, JHensley Consulting will meet with the customer if they are interested in Agiloft and either qualify or disqualify them. If qualified, the benefits outlined in the sections below will apply.

Referral Program Benefits

JHensley Consulting's Referral Program consists of four (4) tiers, each with their own benefits, listed below:

1. **Bronze Status**
 - a. **Requirements: Minimum of 2 Referred Customers sign with JHensley per fiscal year.**
 - i. 5% off annual licensing for JHensley Consulting licensed clients -OR -



- ii. \$1,000 off professional services for JHensley Consulting Managed Services clients.
2. Silver Status
- a. Requirements: Minimum of 4 Referred Customers sign with JHensley per fiscal year.
 - i. 7.5% off annual licensing for JHensley Consulting Licensed clients -OR -
 - ii. \$2,000 off professional services for JHensley Consulting Managed Services clients.
3. Gold Status
- a. Requirements: Minimum of 6 Referred Customers sign with JHensley per fiscal year year.
 - i. 10% of annual licensing and \$2,000 off professional services for JHensley Consulting Licensed clients.
 - ii. \$3,500 off professional services for JHensley Consulting Managed Services clients.
4. Diamond Status
- a. Requirements: Minimum of 10 Referred Customers sign with JHensley per fiscal year year.
 - i. 15% of annual licensing and \$4,000 off professional services for JHensley Consulting Licensed clients.
 - ii. \$5,000 off professional services for JHensley Consulting Managed Services clients.

Note: Regardless of purchase, but dependant on qualification, for every referral, a Referrer will receive a \$250 gift card and the Referred Customer will receive a \$100 gift card.

Note: If a Referred Customer signs with JHensley Consulting, they will also receive 5% off implementation.

Conditions For Receiving A Gift Card

The gift card will be rewarded to Referrers and Referred customers for qualified referrals who meet the following conditions:

1. The Referrer is currently a customer of JHensley Consulting
2. The Referred Customer is not a customer of Agiloft or JHensley Consulting
3. The Referrer must register a new referred customer by following the instructions in the “How It Works” section above
4. The Referred Customer must be eligible and otherwise be qualified.
5. **Qualifications for a Referred Customers are:**
 - a. The Customer’s headquarters are in the United States or Canada.
 - b. The Customer’s company has a headcount of no less than 20 employees.
 - c. The Customer’s company must have at least 2 people responsible for contract management/legal operations/business affairs.



- d. The Customer's company cannot already be using a CLM (unless actively searching for a new one).

Conditions For Receiving Credit

Credit will be awarded to the Referrer's company for Qualified Referrals who meet the following conditions:

1. The Referred Customer signs with JHensley Consulting to purchase Agiloft licenses, implementation, or managed services.
2. The Referrer is currently a customer of JHensley Consulting.
3. The Referred Customer is not a customer of Agiloft or JHensley Consulting.
4. The Referred Customer must be eligible and otherwise be qualified.

How Credits Work

Qualified Referred Customers are subject to verification and a gift card and credit (where applicable) will generally be rewarded within 60 days of verification. JHensley Consulting Entities may withhold a gift card if it reasonably believes additional verification is required. JHensley Consulting may also withhold or invalidate any potential it deems fraudulent, suspect, or in violation of these Terms.

All JHensley Consulting decisions are final and binding, except where prohibited, including decisions as to whether a Qualified Referral, or Credit is valid, when and if to terminate the Program, and whether, if at all, to change the program. Any changes to the program will be sent via email and will become effective as of the date the email is sent. If a Referrer has referrals pending qualification at the time that updates are sent, those pending referrals shall be validated and Credits given under the terms that were valid at the time the Referred Customer signed up for the Upgraded Service.

Use of Credits

Credits may only be used for JHensley Consulting products and services. They may not be traded and may not be redeemed for cash. Credits are not transferable, salable, or auctionable. If the Program is terminated by JHensley Consulting, credits will be applied to the upcoming fiscal year. If a Referrer's account is cancelled for any reason, unredeemed Credits are forfeited immediately.

Liability Release

Except where prohibited, Users agree that by participating in the Program, they agree: (1) to be bound by these Terms the decisions of JHensley Consulting, its Administrators ("JHensley Consulting Entities") (if any) and/or their designees, and privacy policies; (2) to release and hold harmless JHensley Consulting Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the



awarding, receipt and/or use or misuse of the Program or any Credit); and (3) to be contacted by JHensley Consulting Entities via e-mail.

Except where prohibited by law, the Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Credit, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. JHensley Consulting disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond JHensley Consulting Entities control, corrupt the administration, security or proper play of the Program.

Except where prohibited, the Released Parties shall not be liable to any Users for failure to supply any Credit or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, and unless prohibited by law, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. A waiver of rights may not apply to you in your jurisdiction of residence. Additional rights may be available to you.

JHensley Consulting Entities reserves the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security or fairness of this Program has been compromised in any way.

Applicable Law

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under the laws of the United States, and except where prohibited, Michigan law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Ottawa County, Michigan.

Referrer's Code of Conduct



Referrer's agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Users agree not to use the Program to:

- Violate the intellectual property rights of JHensley Consulting
- Spam or otherwise create bulk distributions
- Collect or attempting to collect personal data about users or potential Referred Customers.
- Engage in any actions that are designed to disrupt or undermine the Program.
- Make attempts to gain unauthorized access to the software or the Program for any reason.
- Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy JHensley Consulting intellectual property or stop the function of the JHensley Consulting services.
- Engage in behavior designed to annoy or harass others.
- Engage in actions that disparage or malign or call into question the reputation of JHensley Consulting, in JHensley Consulting's sole discretion.

Inappropriate Behavior

The JHensley Consulting Entities may prohibit anyone from participating in the Program or receiving a credit if they determine such User is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other JHensley Consulting users (whether or not enrolled in the Program), or representatives of JHensley Consulting Entities. Use of any automated system to participate is strictly prohibited, and if discovered, and will result in disqualification. JHensley Consulting reserves the right to disqualify anyone, cancel Credits, disable or suspect an account, and contact legal authorities (including law enforcement), if it should discover a user is tampering with the entry or referral process or the operation of the Program or violating these Terms. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

Privacy

Participation in the Program may require a Referred Customer and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed and used in accordance with JHensley Consulting's Privacy Policy which can be found at <https://www.jhensleyconsulting.com/privacy-policy/>. In addition, personal information may be used by Company on Company's behalf, to contact Users with regards to participation in the Program and to receive communications from JHensley Consulting or third party administrators of the Program.

Reservation of Rights

We reserve the right to modify or amend at any time these Terms and the methods through which Credit are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms. JHensley Consulting Entities' failure to enforce any term of these Terms shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN



DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION

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