



EVERNOTE COMMUNITY PROGRAM TERMS

Last Updated: April 6, 2017

Welcome to the Evernote Community Program! Evernote (“Evernote”, “we”, “us” or “our”) operates a service that enables users to write, store, organize, search and share text, documents, images and sounds over the Internet, and sync the same through one or more devices operating Evernote’s software applications (collectively, the “Evernote Service”). The “Evernote Community Program” or “EC Program” is designed to give you (“you” or “your”) the opportunity to obtain specific training and resources to learn about the Evernote Service, and to encourage and enable you to act as an Evernote Community Member, Evernote Community Leader, or Evernote Certified Consultant (as described below) to prospective and existing customers and users of the Evernote Service (“Evernote Customers”). Your participation in the Evernote Community Program is subject to these Evernote Community Program Terms (these “Program Terms”).

Please make sure that you read and understand these Program Terms. These Program Terms are a legal agreement between you and Evernote that specifically govern your participation in the EC Program. By participating in the EC Program, you are agreeing to these Program Terms. If you do not agree to these Program Terms, please do not click “I Agree” or participate in the EC Program.

We may, at any time, modify these Program Terms. If we modify these Program Terms, we will post our modified Program Terms on our website or through the EC Program. By continuing to participate in the EC Program, you agree that you accept all of our modifications to these Program Terms. If you do not agree to the new Program Terms, you must stop participating in the EC Program.

1. Participation. You certify that you are at least the age of majority in the country you live in (usually 18 years). If you are not at least the age of majority where you live, you are not allowed to participate in any EC Programs. Anybody who is at least the age of majority in the country they live in can sign up and participate in the EC Program as further described below.

2. Levels of Participation. We offer three different levels of participation, depending on your engagement and activity as a participant in the EC Program. The levels are:

- (a) Evernote Community Member (“ECM”),
- (b) Evernote Community Leader (“ECL”), and
- (c) Evernote Certified Consultant (“ECC”).

To review the criteria for these different participation levels, please see our [EC Program FAQ](#). Evernote may change these criteria at any time, with or without notice.

All EC Program participants start at the ECM level of participation. If you meet the criteria described in the [EC Program FAQ](#), you may move up a membership level to become an ECL and then to an ECC. If, at any time, you do not fulfill the minimum criteria for your membership level, Evernote may move you to the membership level for which you qualify and your potential EC Program benefits will be changed accordingly.

2.2 EC Program Benefits. Members of the EC Program may receive certain benefits from Evernote not available to other Evernote customers, such as discount coupons for certain Evernote Services, Evernote training materials, and items to use for purposes of promoting your participation in the EC Program.

2.3 Referral Page. Evernote will design and host a referral page on Evernote's website with a URL specific for you that you can provide to your clients or others in the Territory who may wish to sign up for Evernote Services through you ("Referral Page"). Your Referral Page will include EC Program branding. Evernote retains final discretion in the design and technical integration of the Referral Page with the Evernote's website. Evernote Referral Pages are provided for all EC Program members, regardless of membership level.

2.4 Code of Conduct. We expect all of our Evernote ECs to abide by our EC Program [Code of Conduct](#).

3. Additional Terms and Conditions. Our Terms of Service (<https://evernote.com/legal/tos.php>), Privacy Policy (<https://evernote.com/legal/privacy.php>), and other terms and conditions applicable to subscribers of the Evernote Service (including Paid Services), including, as applicable, the Trademark Guidelines (the "Trademark Guidelines") (<http://evernote.com/trademark/>) and the Copyright Policy, each of which is currently published at the Evernote website at <https://evernote.com/legal/> (collectively, the "Standard Terms"), are incorporated and made part of these Program Terms. You hereby agree to all applicable Standard Terms. If there is a conflict between these Program Terms and the Standard Terms, the Standard Terms will control. You may also be subject to additional terms and conditions that may apply when you use third-party content, third-party services or third-party software. You acknowledge that the Terms of Service, Privacy Policy, Copyright Policy, Trademark Guidelines, other terms and conditions applicable to subscribers of the Evernote Service (including Paid Services), and the EC Program Code of Conduct may be modified by Evernote from time to time.

4. Supplemental Programs. In addition to the EC Program, Evernote may make available one or more additional programs as part of the EC Program (each, a "Supplemental Program"). Each Supplemental Program will have its own additional terms and conditions that you are required to agree to in order to participate. These Supplemental Program terms can be found as addenda, below, to these Program Terms. Supplemental Program terms are additional terms to, not terms that replace, these Program Terms. Evernote reserves the right to limit the size of the EC Program or any individual Supplemental Program (collectively, the "Programs") and the number of individuals participating in the Programs from time to time. Program benefits are only available to you as long as you (a) meet the then current criteria for the applicable Program and (c) agree to, and are in compliance with, the applicable Program Terms. *Each time you move from one membership level to another, you should review the Supplemental Program terms that apply to you as a participant in a new membership level.*

5. Materials. You may be provided with one or more logo(s) or other trademarks for use in accordance with these Program Terms and the license below ("Program Trademarks") and the [Trademark Guidelines](#). In addition to the Program Trademarks, you may be provided with other materials, such as software, promotional materials, training documentation and methodologies, coupons or discounts for Evernote Customers, and other materials that you can use for promoting the Evernote Service and to assist in promoting your activities as an EC (the "Evernote Materials").

6. License to Materials. As long as you continue to comply with these Program Terms and participate in the EC Program, Evernote hereby grants you a personal, limited, revocable, non-exclusive, non-transferable license for the sole and exclusive purpose of promoting the Evernote Service and the Programs as a member of the EC Program, to: (a) use the Evernote Materials worldwide, except for the People's Republic of China, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan (the "Territory"), (b) distribute those Evernote Materials in the Territory as designated for public distribution by Evernote, and (c) use the Program Trademarks in the Territory in accordance with these Program Terms, subject to Evernote's [Trademark Guidelines](#) and the examples below.

Illustrative Examples: These are illustrative examples. Please remember that you still need to follow the Trademark Guidelines, the license above, and all other provisions of these Program Terms:

Approved Uses:

- Using the Program logo on your marketing materials, including website, business card, brochures, etc.
- Using screenshots of Evernote Business, Evernote Premium, or Evernote Plus for use in training (online or offline)

Prohibited Uses:

- Using the Evernote logo, the EC logo, or any other Evernote Trademark as an avatar or profile image on social media
- Shortening or re-wording Program Trademarks, for example by shortening "Evernote Community Leader" to "Evernote Leader" or anything along those lines
- Using "Evernote," Evernote Community," "EC," "ECL," "ECM," or any of the Program Trademarks, names or abbreviations as part of any domain name, practice, or company name or portion of URL
- Creating usernames/handles that include "Evernote," "Evernote Community," "EC," "ECL," "ECM," or any of the Program Trademarks, names or abbreviations for any social media account

7. Term and Termination. These Program Terms will continue until terminated.

7.1 You may terminate these Program terms at any time and for any reason by (a) notifying us in writing at ECP@evernote.com, (b) removing all references to any Evernote Trademark and your participation in the EC Program on any website, social media site, or other publicly available advertising or other media, (c) stop using all Evernote Materials provided for purposes of your participation in the EC Program, and (d) discontinuing your participation in the EC Program.

7.2 We may terminate or suspend your access to the EC Program at any time and for any reason with or without notice and without liability, including if you are no longer eligible for the EC Program, we discontinue the EC Program, we reasonably believe that you have violated these Program terms, or we reasonably believe that you have created any risks to us, Evernote Customers or any other person.

7.3 Upon termination the rights and licenses granted under the Programs and these Program Terms (including, without limitation, all agreements, amendments or addenda establishing participation in a Supplemental Program) shall immediately terminate. You will also immediately remove all Program Trademarks and Evernote Trademarks from any publicly available websites or materials. Notwithstanding any termination or expiration of these Program Terms, the obligations and rights under Sections 2.4, 5, 7.3, 8, 9, 10, 12, 13, 14, 15, 17, 18 of the Program Terms, Sections 6.2 and 6.3 of Addendum I, and Sections 1, 2 and 5 of Addendum II shall survive and continue in effect.

8. No Expansion of Obligations. You acknowledge that Evernote's obligations to Evernote Customers are set forth in Evernote's Standard Terms. You are not allowed to make any representation, warranty or promise for or on behalf of Evernote, or otherwise obligate Evernote in any manner (contractually or otherwise), to any of your clients or any other person. You will be legally responsible for any person acting for you or on your behalf.

9. Legal Compliance. You agree to comply with all applicable federal, state and local laws and regulations, in the conduct of your consulting and other activities relating to the Programs.

10. Evernote Properties. Except for the limited license rights specifically granted to you in these Program Terms, all rights, title and interests, including, without limitation, intellectual property rights, in and to the Evernote Service, all related software applications and those trademarks and service marks owned or licensed by Evernote, including, without limitation, EVERNOTE, the ELEPHANT HEAD logo, the Program Trademarks, and those trademarks and service marks that are identified at Evernote's website, currently at www.evernote.com/trademark (the "Evernote Trademarks" and, collectively with the Evernote Materials, the

Evernote Service and software applications, the “Evernote Properties”), are retained by Evernote and/or Evernote’s licensors, according to their respective rights therein. The Evernote Properties are protected by copyright, trademark and other intellectual property laws and treaties within and beyond the Territory. You acknowledge and agree that these Program Terms in no way shall be construed to provide any express or implied license to use or otherwise exploit any of the Evernote Properties, except as specifically set forth herein. You will not have or acquire by virtue of these Program Terms, your participation in any Programs, or otherwise any vested, proprietary or other right in Evernote Trademarks or in "goodwill" thereunder.

You acknowledge that the development of the Evernote Service is ongoing and that you and Evernote Customers benefit from the improvements resulting from such ongoing development. In order to facilitate such ongoing development, you may provide certain suggestions and other information to Evernote and its personnel regarding the use and improvement of the Evernote Service (the “Contributed Ideas”) and you hereby grant Evernote an irrevocable, perpetual, nonexclusive, worldwide, transferable, sub-licensable, royalty-free, fully paid up right and license to disclose, use and incorporate the Contributed Ideas in order to develop, improve, use, create, commercialize, or exploit any Evernote products or services, without any additional compensation to you and without any obligation to provide any accounting or other reporting to you.

11. License to Use Your Trademarks. Subject to the other terms and conditions of these Program Terms, you hereby grant Evernote a personal, limited, non-exclusive, non-transferable license to use and copy your trademarks solely in connection with the identification and marketing of your services as an EC. Except for this limited license, all rights, title and interests, including, without limitation, all goodwill, in and to your trademarks are retained by you. If you are a copyright holder and you have reason to believe that your copyright has been infringed upon, please review our [Copyright Policy](#).

12. Relationship of the Parties. It is the parties' express intention that you are an independent contractor and not an employee, agent, joint venturer, franchisee or partner of Evernote. You have no authority, legal or otherwise, to bind Evernote or to assume or create any obligation or responsibility, express or implied, written or oral, on behalf of Evernote or in Evernote's name. You are solely responsible for payment of any income taxes, social security taxes, unemployment or disability insurance charges or similar items in connection with your performance of any consulting services for your clients and that you receive while acting as an EC Program participant. The rights granted by Evernote to you and the services to be provided by you under or in connection with these Program Terms are non-exclusive; except as expressly provided in these Program Terms, nothing herein shall limit or otherwise impair each party’s freedom to conduct their business within the Territory. Except as may be expressly agreed by you and Evernote pursuant to a Supplemental Program, you acknowledge and agree that Evernote shall not have any obligation to you for compensation or expense reimbursements on account of these Program Terms or your actions in the Programs.

13. Confidential Information. You agree that all information, whether or not in writing, of a private, secret or confidential nature concerning Evernote’s business, business relationships or financial affairs, including, without limitation, confidential plans for the Evernote Service, the Programs, or any other inventions or trade secrets (collectively, “Confidential Information”) is and shall be Evernote’s exclusive property. You will not disclose any Confidential Information to any person or entity or use the same for any purpose without written approval by an officer of Evernote, either during or after the term of this Agreement. If you become legally compelled to disclose any Confidential Information, you will provide Evernote with advance written notice and any other information reasonably necessary to inform Evernote of such action (unless legally prohibited from doing so), so that Evernote may seek a protective order or other appropriate remedy to protect its interest in the Confidential Information; and, in the event of any required disclosure, you shall furnish only that portion of the Confidential Information that you are legally required to disclose, and only for such particular legal proceeding.

14. Indemnification. You shall indemnify and hold harmless Evernote, its affiliates and its and their respective directors, officers, employees and shareholders (“Indemnitees”) from and against any and all loss, damage, injury, liability, claims, costs and expenses arising from or relating to (i) any act or omission by you in

the performance of your services, including without limitation any personal injury, death or damage to personal property, and (ii) any breach of these Program Terms, including any applicable addenda, attachments or other between you and Evernote. Such indemnity shall apply regardless of whether liability without fault is imposed or sought to be imposed on one or more of the Indemnitees, except to the extent such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the Indemnitee and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on, you.

15. Disclaimer; Liability Limitation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVERNOTE HEREBY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE PROGRAMS, EVERNOTE SERVICES, PROGRAM MATERIALS AND EVERNOTE PROPERTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, EVERNOTE DOES NOT WARRANT THAT THE PROGRAMS, THE EVERNOTE SERVICES, PROGRAM MATERIALS OR ANY ASPECT THEREOF WILL MEET ALL OF YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE EVERNOTE SERVICES OR THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

NEITHER EVERNOTE NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, NOR ANY OF ITS AGENTS SHALL BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION. NOTWITHSTANDING ANY ENTITLEMENT UNDER APPLICABLE LAW, YOU ACKNOWLEDGE THAT YOU: (I) HAVE NO EXPECTATION AND HAVE NOT RECEIVED ANY ASSURANCE THAT ANY INVESTMENT IN THE PROGRAMS WILL BE RECOVERED OR RECOUPED OR THAT YOU WILL OBTAIN ANY PROFIT AS A RESULT OF PARTICIPATING IN THE PROGRAMS. WE SHALL NOT BE LIABLE FOR ANY ACCESS TO, USE OF OR RELIANCE ON THE PROGRAM, THE EVERNOTE MATERIALS OR THE EVERNOTE SERVICES BY YOU OR ANYONE ELSE, OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATED TO EVERNOTE OR CONTENT OR PROGRAMS ACCESSED THROUGH EVERNOTE. YOUR USE OF THE PROGRAMS AND ANY RELATED PRODUCTS OR SERVICES IS AT YOUR OWN RISK. EVERNOTE'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS PARTNERS AND LICENSORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO \$100.

16. Third Party Links; App Distributors. Evernote may provide links to third-party websites or other resources ("Linked Sites"). Evernote has no control over these Linked Sites, and is not responsible for the operation of any Linked Site. Evernote offers these links as a convenience only, and the availability of any Linked Site is not an endorsement of the content, or any products or services available on these Linked Sites, or an endorsement of any Linked Site's owners, or its providers. You acknowledge and agree that you access these Linked Sites at your own risk. Any interactions or business dealings with advertisers or third parties other than Evernote found on or through the EC Program are solely between you and such advertiser or other third party. Without limiting any of the above, Evernote will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such Linked Website. These Program Terms are between you and Evernote only. We use certain third parties to distribute our applications and may use third parties for other Services. These third parties, such as Apple, Inc., Amazon, Inc. and Google, Inc. ("App Distributors") have no warranty, maintenance, support or other service obligations with regard to the EC Program. We, and not the App Distributors, are solely responsible for the EC Program.

You understand and agree that the App Distributors have no obligation to provide maintenance and support services with respect to the EC Program.

17. Dispute Resolution. If you have any dispute with us, you must first give us an opportunity to resolve the dispute by sending a written description of your claim to us at legalnotice@evernote.com. We each agree to make a good faith attempt to resolve any dispute or claim arising out of or related to these Program Terms or the Programs through negotiation. Within thirty (30) days after we acknowledge receipt of notice of a dispute or claim from you, we will make a good faith attempt to resolve such dispute or claim without pursuing any formal proceedings. If we are unable to resolve the dispute within ninety (90) days after we acknowledge your notice, then either party may serve a request upon the other party, and such receiving party shall accept such request and agree to submit such dispute to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The foregoing provisions of this Section shall not preclude either party from seeking a temporary restraining order or other immediate injunctive relief. YOU MAY ONLY BRING CLAIMS AGAINST EVERNOTE ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS EVERNOTE AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN YOUR CLAIM WITH ANOTHER PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING AND MAY ONLY AWARD RELIEF IN FAVOR OF YOU OR EVERNOTE; ANY RELIEF AWARDED CANNOT AFFECT OTHER EVERNOTE ECs. If any claim proceeds in court rather than through arbitration, we each waive any right to a jury trial. You agree that any material breach of Sections 5, 10 and 13 of these Program Terms will result in irreparable harm to Evernote and damages would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, Evernote will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Evernote seeks such an injunction.

18. Miscellaneous. These Program Terms constitute the entire agreement between you and Evernote with respect to its subject matter, and supersede all other proposals, statements and agreements, including any previous agreement relating to the Programs. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. All notices to Evernote shall be in writing to the attention of VP, Legal, with a copy to legalnotice@evernote.com. These Program Terms shall be construed, interpreted and enforced in accordance with the laws of the State of California, without regard to its principles of conflict of laws. You expressly waive, to the fullest extent permitted by law, any provisions of the laws of any other jurisdiction which may be inconsistent with the enforcement of the provisions of these Program Terms. The parties agree that exclusive jurisdiction and venue of any action with respect to these Program Terms shall be in a state or federal court located in California, USA, and each of the parties hereby submits to jurisdiction and venue of such courts for the purpose of any such action. The Evernote Service and Programs are available to users globally. If you are located outside the U.S., you (i) acknowledge and agree that these Terms are only being offered in English, and that if there is any translation of these Program Terms, the English version shall govern; (ii) consent to the transfer, storage and processing of your information, including any personal information, in and to the United States ("U.S.") and/or other countries; and (iii) acknowledge and agree that the Evernote Services may be subject to the U.S. export laws and the export or import laws of other countries, and you agree to comply strictly with all such laws and, in particular, shall: (1) obtain any export, reexport, or import authorizations required by U.S. or your local laws; and (2) you understand that U.S. export control laws prohibit the export of certain technical data and software to certain territories, and that no software available from the Evernote Services may be downloaded or exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. These Program Terms shall be binding upon, and inure to the benefit of, both parties and their respective

successors and assigns. Evernote may transfer or assign these Program Terms at any time. Your obligations are personal and shall not be assigned to any other party. Should any provision of these Program Terms, or any provision incorporated into these Program Terms in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of these Program Terms shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. A printed version of these Program Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Program Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

SUPPLEMENTAL PROGRAM TERMS

ECL/ECC PROGRAM ADDENDUM I

EVERNOTE COMMUNITY LEADER AND CERTIFIED CONSULTANT PROGRAM

ECLs and ECCs obtain additional Evernote Services training, and, as a result, also obtain access to certain additional EC Program benefits (the “ECL Program” or the “ECC Program”, as applicable). This ECL and ECC Program Addendum, including the terms and conditions below and all related schedules, whether attached or linked (the “ECL/ECC Addendum”), amends the Program Terms by incorporating the terms and conditions in this ECL/ECC Addendum into the Program Terms, and establishing each of the ECL Program and ECC Program as a “Supplemental Program” under the Program Terms. Your participation in the ECL Program or the ECC Program is subject to the Program Terms and this ECL/ECC Addendum.

Capitalized terms used in this ECL/ECC Addendum have the meanings we provide in this ECL/ECC Addendum. Capitalized terms not defined in this ECL/ECC Addendum have the meanings we provide in the Program Terms.

When you become a new ECL Program participant or an ECC Program participant, please review these terms and conditions to ensure that you understand and agree with this ECL/ECC Addendum. In addition, we may, at any time, modify this ECL/ECC Addendum. If we modify this ECL/ECC Addendum, we will post our modified ECL/ECC Addendum on our website or through the ECL Program or ECC Program, as applicable. By participating and/or continuing to participate in the ECL Program or ECC Program, you agree that you accept this ECL/ECC Addendum and all of our modifications to this ECL/ECC Addendum. If you do not agree to this ECL/ECC Addendum (as modified from time to time), you must stop participating in the ECL Program or ECC Program, as applicable.

1. ECL Program and ECC Program Participation and Certification.

1.1 ECL Program. In order to qualify for participation in the ECL Program, you must meet our [eligibility criteria](#). Once you become eligible for the ECL Program, you will be invited to complete an online ECL training course. You must pass this course to become an ECL and to maintain your membership in the ECL Program. To remain an ECL, you must continue to meet the ECL eligibility criteria.

1.2 ECC Program Participation. In order to participate in the ECC Program, you must meet our [eligibility criteria](#), complete and pass the ECC training program, and accurately complete any application materials, including personal identification, consulting experience and related information requested by Evernote, from time to time. Evernote may, in its sole discretion, require you to pay a fee to participate in the

ECC Program (or waive payment of any fee), and you acknowledge that payment of any such fee does not guaranty that you will successfully complete the ECC Program and obtain certification, or continue to be certified under the ECC Program. You need to fulfill all of the requirements established by the ECC Program and, in order to be eligible for certification, complete any assessments that may be required from time to time.

1.3 Certification. Once you meet the ECL Program eligibility requirements or complete the ECC Program certification requirements, as applicable, Evernote will inform you if you have demonstrated a sufficient mastery of the ECL Program or ECC Program materials, as applicable, to be certified as an Evernote Community Leader or Evernote Certified Consultant, as applicable, and we will specify any limitations such as geographic or other market boundaries for your certification (the "Certification Exclusions"). For purposes of this ECL/ECC Addendum, "Territory" has the meaning in the Program Terms, subject to additional Certification Exclusions. Your eligibility or certification is valid only while you meet the requirements for eligibility or certification (collectively referred to as "Certification Period"), as further described in this ECL/ECC Addendum.

1.4 Recertification. You acknowledge that the Evernote Service and the EC Program (including the various membership levels and criteria for eligibility) are always evolving and that Evernote may, in its discretion, determine that you will need to obtain additional training or satisfy other requirements in order to remain an ECL or ECC. You always have the choice to decide whether to fulfill the additional requirements, or not; *however*, if Evernote notifies you that any recertification is required in order to continue to be identified as an ECL or ECC, as applicable, your Certification Period will terminate if you do not obtain the necessary recertification according to the schedule Evernote establishes.

2. ECL Program and ECC Program Benefits.

2.1 Publicity. Subject to Section 6 of the Program Terms ("License to Materials") and other provisions relating to Evernote Materials and Program Trademarks, during a Certification Period, you may use the designated Program Trademarks to identify as an "Evernote Community Leader" or "Evernote Certified Consultant", as applicable. You understand and agree that the [Trademark Guidelines](#) apply to your use of the Program Trademarks, and that you will not: (a) use Program Trademark as an avatar or profile image on social media, (b) shorten, change, or re-word the Program Trademarks (*i.e.*, "Evernote Leader", "Evernote Consultant" or "Evernote Certified" are not permitted uses), (c) register "ECL", "Evernote Community Leader", "Evernote Leader", "ECC," "Evernote Certified," "Evernote Consultant," or "Evernote Certified Consultant" as part of any domain name, practice or company name or portion of URL, or (d) use usernames/handles that include "Evernote" "ECL", "Evernote Leader", "Evernote Certified Leader", "ECC," "Evernote Certified," "Evernote Consultant," or "Evernote Certified Consultant. Evernote may, in its sole discretion, promote you as an Evernote Community Leader or Evernote Certified Consultant, as applicable, in its marketing materials, including its website and in other media and events promoting the portfolio of Evernote Services, ECLs and ECCs.

2.2 ECC Demonstration Account. During a Certification Period, ECCs will be provided one or more no-cost demonstration accounts to services in the portfolio of Evernote Services (each, a "Demonstration Account"). Evernote may alter the Demonstration Account offerings at any time. Unless the Demonstration Account benefits are changed by Evernote in its sole discretion, Demonstration Accounts shall include a no-cost demonstration account in Evernote Business Service to use in connection with consulting engagements. Your use of the Demonstration Account shall be subject to the Program Terms; you acknowledge that in order to utilize the Demonstration Account, you must register and comply with Program Terms. ECLs are not eligible to receive a Demonstration Account.

2.3 Consultant Services. You are free to charge fees for services you provide to your clients with respect to any Evernote Services training or demonstrations that you provide as an ECL or ECC, as applicable, according to the terms you and your clients establish. You will not owe any commission or other consideration to Evernote for those fees between you and your clients.

2.4 Referral Bonus. During a Certification Period, in accordance with and subject to the terms of this ECL/ECC Addendum, you are eligible for a Referral Bonus as described in the Referral Bonus Addendum (below) and are an integral part of this ECL/ECC Addendum.

3. ECL and ECC Responsibilities.

3.1 ECL Program and ECC Program Requirements. You are required to comply with all Program Terms, including, without limitation, the requirements of EC Program, ECL Program, and, if applicable, the ECC Program, this Supplemental Program, the Code of Conduct and other requirements published as part of the Program Materials (which Evernote may update from time to time).

3.2 Performance of Services. As an EC Program participant with a consulting business, you agree that you will deliver high quality consulting services in accordance with the EC Program and this ECL/ECC Addendum; conduct business in a manner that reflects favorably at all times on the goodwill and reputation of Evernote; and avoid deceptive, misleading, or unethical practices that are or might be detrimental to Evernote or Evernote Customers. You are solely responsible for all of your interactions with any of your clients, including, without limitation, entering into, and performing in accordance with, a contract between you and your client. Evernote has no obligation to assist you with respect to any client issues.

3.3 Independence. The authority to be identified as an ECL or ECC is personal and applicable only to you. You will not enter into any arrangement with another person that would allow that person to act in any capacity as your representative or in any manner that would reasonably suggest that person is certified or is an ECL or ECC. In addition, if you are an ECC, you will not allow any person to use the Demonstration Accounts unless that person is actively engaged as a consulting services client or a member of your business.

4. Term; Termination. This ECL/ECC Addendum remains in force during the term of the Program Terms, unless earlier terminated as provided in this Section 24. This ECL/ECC Addendum automatically terminates upon any termination or expiration of the Program Terms.

4.1 Termination of Certification. Evernote may terminate your status as an ECL or ECC, as applicable (without terminating this ECL/ECC Addendum) by notice to you under the following circumstances:

(a) if you fail to satisfy any of the requirements for eligibility under the ECL Program or certification under the ECC Program, as applicable; or

(b) if you breach any term of this ECL/ECC Addendum and fail to cure such breach (or the consequence of such breach) within ten (10) days after the earlier of (i) your recognition of such breach or (ii) Evernote's notice to you of such breach.

4.2 Effects of Termination of Eligibility or Certification. Following any termination or expiration of eligibility or certification (including a non-recertification under Section 2), your Certification Period ends and all rights privileges, benefits (including your right to be identified as an ECL or ECC, as applicable, and any right to accrue or receive a Referral Bonus or other benefits) of yours under this ECL/ECC Addendum automatically terminate and will not re-start until you receive written notice of recertification as an ECL or ECC, as applicable, from Evernote. Becoming eligible again to be an ECL or recertified as an ECC will initiate a new Certification Period. During any period outside of the Certification Period, you will immediately remove all use or display of the Evernote Trademarks from any publicly available site or other material, including any listing or promotion of your services in materials or platforms operated by others (to the extent possible).

4.3 Effects of Termination of ECL/ECC Addendum. Upon any termination or expiration of this ECL/ECC Addendum, your Certification Period immediately terminates, and all rights, privileges, benefits and obligations under this ECL/ECC Addendum and the ECC Program also terminate (including rights in connection with Evernote Materials associated with the ECC Program). You will retain rights under our Referral Bonus Addendum (below), which is incorporated and made part of the ECL/ECC Addendum. Notwithstanding the

foregoing or anything to the contrary in the ECL/ECC Addendum, Sections 6.3 and 6.4 shall survive any termination or expiration of this ECL/ECC Addendum.

5. Compliance. Except as may be expressly authorized in connection with any customer discount program that Evernote may provide to you, you will not, directly or indirectly, offer any financial or similar incentive to any individual or entity in connection with the referral process in this ECL/ECC Addendum. You acknowledge that this ECL/ECC Addendum does not create any rights for you to act as a reseller of the Evernote Service and you will take no action under this ECL/ECC Addendum that purports to sell subscriptions, seats, or upgrades to the Evernote Service. You are solely responsible for compliance with all applicable laws, rules, and regulations in connection with your activities as an ECC.



EC PROGRAM ADDENDUM II

REFERRAL BONUS ADDENDUM

FOR EVERNOTE COMMUNITY LEADERS AND EVERNOTE CERTIFIED CONSULTANTS

ECLs and ECCs are eligible to receive cash payments from Evernote. This Referral Bonus Addendum, including the terms and conditions below and all related schedules, whether attached or linked (the “Referral Bonus Addendum”), amends the Program Terms and the ECL/ECC Addendum by incorporating the terms and conditions in this Referral Bonus Addendum into the Program Terms and ECL/ECC Addendum, and establishing the Referral Bonus Addendum as a “Supplemental Program” under the Program Terms. Your participation in the EC Program as an ECL or ECC is subject to the Program Terms and this Referral Bonus Addendum. Capitalized terms used in this Referral Bonus Addendum have the meanings we provide in this Referral Bonus Addendum. Capitalized terms not defined in this Referral Bonus Addendum have the meanings we provide in the Program Terms.

When you become a new ECL Program participant or an ECC Program participant, please review these terms and conditions to ensure that you understand and agree with this Referral Bonus Addendum. In addition, we may, at any time, modify this Referral Bonus Addendum. If we modify this Referral Bonus Addendum, we will post our modified Referral Bonus Addendum on our website or through the ECL Program or ECC Program, as applicable. By participating and/or continuing to participate in the ECL Program or ECC Program, you agree that you accept this Referral Bonus Addendum and all of our modifications to this Referral Bonus Addendum. If you do not agree to this Referral Bonus Addendum (as modified from time to time), you must stop participating in the ECL Program or ECC Program, as applicable.

Evernote Community Leaders (“ECLs”)	Referral Bonus Payment	One-time payment for signing up new paid customers to Paid Services: <ul style="list-style-type: none"> ○ Evernote Plus - US\$2 ○ Evernote Premium- US\$5 ○ Evernote Business (“EB”) US\$8 - (per EB customer account)
Evernote Certified Consultants (“ECCs”)	Referral Bonus Percentage	Twenty-five percent (25%) of the Referral Bonus (as defined below)
ECLs and ECCs	Minimum Payment Amount	Fifty US Dollars (USD \$50).

1. Definitions. The following definitions apply to this Referral Bonus Addendum:

1.1 “Bonus Eligible Purchase” means a credit card purchase by a Referred User of a subscription to a Paid Service.

1.2 “Disqualified User” means any individual or entity (a) that is currently using or has previously used an Evernote Service that is a Paid Service, (b) that pays a discounted rate for a Paid Service under a promotional offer, (c) that was previously qualified under a different Evernote promotional program, or (d) becomes disqualified under Section 3.2 of this Referral Bonus Addendum.

1.3 “Evernote Basic” means a level of the Evernote Service that is provided and made generally available to subscribers without charge. Evernote Basic expressly excludes any Paid Service, including without limitation Evernote Premium, Evernote Plus, or Evernote Business services, and excludes any account where features or benefits have been obtained through Evernote or third party promotions, points, gift cards, or by virtue of being associated with (or linked to) another party’s Paid Service.

1.4 “Paid Service” means a level of the Evernote Service requiring payment of a periodic subscription fee (i.e., Evernote Plus, Evernote Premium, Evernote Business or another paid version of the Service).

1.5 “Referral Bonus” the aggregate amount of cash proceeds actually received by Evernote during your Certification Period for Bonus Eligible Purchases, reduced by the aggregate amount of: (i) value added tax, sales and use tax and similar tax, if any, (other than taxes on income of Evernote); (ii) any discounts, write offs and rebates (that have not already been accounted for); (iii) any fulfillment fees paid by Evernote to its e-commerce vendors; (iv) any credit card processing fees; and (v) any origination and transaction-related fees charged by third parties.

1.6 “Referred User” has the meaning set forth in Section 2.1.

1.7 “Referral Page” means a link, with a unique URL to be supplied by Evernote to you, which directs to the Evernote website, where an individual or entity can register for an Evernote Service account or make a purchase attributable to your referral link.

2. Cash Rewards. As an ECL or ECC, you have the opportunity to earn cash rewards for activities that result in new Evernote Customers who pay for certain Evernote Paid Services.

2.1 Payment. After the end of any calendar quarter during the period in which you are participating in a Program that offers possible cash rewards, Evernote will calculate the amount due to you based on the criteria for the specific Program(s) that you are participating in, adjusted to account for customer refunds, cancellations, or reductions in seat subscriptions (“Referral Balance”).

(a) In any quarter in which the Referral Balance equals or exceeds the Minimum Payment Amount for the Program that you are participating in (as defined above), Evernote will pay you such amount within forty-five (45) days after the end of the calendar quarter. If the currency in the Referral Balance is any currency other than U.S. Dollars, Evernote may, in evaluating whether the Referral Balance is greater than or equal to the Minimum Payment Amount, employ any reasonable method to do so, using exchange rate information no older than six (6) months old.

(b) In any quarter where the Referral Balance falls below the Minimum Payment Amount for the Program that you are participating in, the Referral Balance will be carried over to the following quarter as long as you remain a participant in the EC Program.

(c) If you or we terminate this Agreement, and your Referral Balance is below the Minimum Payment Amount, no payment will be made to you.

2.2 Taxes. As between Evernote and you, you agree to pay all taxes associated with any and all payments made by Evernote to you under these Program Terms, including, without limitation, sales, use, excise, added value and similar taxes and all customs, duties or governmental impositions. Evernote may

deduct any taxes from the amounts otherwise owed to you that are required to be withheld by law, and shall pay them to the appropriate tax authority

3. Referral Process.

3.1 To be eligible for a Referral Bonus,

(a) (i) if the individual or entity is not a current user of Evernote Service, the individual or entity must create their initial registration for the Evernote Service by clicking on your Referral Page and then successfully completing their registration on the page to which they are directed, or (ii) if the individual or entity already has an established Evernote account, the individual or entity must be upgrading from a free Evernote Service to a Paid Service;

(b) the individual or entity must successfully complete the purchase of the Paid Service with a credit card from the page the individual or entity is directed from your Referral Page (no Referral Bonus will be paid if the Paid Service was completed via an invoice);

(c) the Paid Service must be purchased at then-current Evernote-published non-discounted generally available retail price for direct sales by Evernote in the Territory for the purchased service;

(d) the payment under subsection (c) must be made during the (i) the time period in which you were an ECL or (ii) Certification Period for ECCs, as applicable; and

(e) the individual or entity cannot be a Disqualified User (subsections (b)-(e), collectively, "Referred User").

3.2 An individual or entity automatically and permanently ceases to be a Referred User on the sooner of (a) a payment for a Bonus Eligible Purchase was credited to your account if you are an ECL, or (b)(i) termination or expiration of the EC Program, the ECL/ECC Addendum or this Referral Bonus Addendum, or (ii) two (2) years after the completion of registration under Section 3.1, if you are an ECC.

3.3 Evernote's algorithm for determining a Referred User and a Bonus Eligible Purchase is proprietary. You acknowledge and agree that it is possible for it to appear that an individual or entity should qualify as a Referred User, and that a purchase is a Bonus Eligible Purchase but you do not receive credit and therefore do not receive any payment from Evernote. Such situations may include but are not limited to instances where the user may not complete the registration process after clicking on Referral Page or the user may use your Referral Page and purchase an upgrade using a discount coupon from a reseller. It is also possible that, from time to time, Evernote's algorithm does not appropriately identify a Referred User or Bonus Eligible Purchase. While Evernote is constantly upgrading its algorithms and makes every reasonable effort to ensure accuracy, Evernote has no liability to you to pay any Referral Bonus for any Referred User that is not eligible, is not identified by Evernote as a Referred User, or because any purchase has not been identified by Evernote as a Bonus Eligible Purchase.

4. Payments. All Referral Bonus payments will be made in accordance with this Referral Bonus Addendum.

4.1 For ECLs, payments owed under this Referral Bonus Addendum are as follows:

- (a) Evernote Plus - US\$2 per Bonus Eligible Purchase
- (b) Evernote Premium - US\$5 Bonus Eligible Purchase

(c) Evernote Business - US\$8 per Bonus Eligible Purchase

4.2 For ECCs, payments owed under this Referral Bonus Addendum, will be calculated by multiplying the Referral Bonus Amount by the Referral Bonus Percentage. For example, if the Referral Bonus Amount is \$100 and the Referral Bonus Percentage is 25%, then the payment amount owed to you would be \$25 ($\100×0.25).

5. Disclaimers. In addition to the disclaimers in the Program Terms, you hereby acknowledge, agree and understand that your right to receive Referral Bonus payments are limited and dependent on many factors, including your own referral activities, the qualifications and activities of the individuals and entities that click on your Referral Page, and your strict compliance with the Program Terms, ECL/ECC Addendum and this Referral Bonus Addendum. You further acknowledge and agree that Evernote makes no promises or warranties in connection with any aspect of the EC Program, and that that you have read and understand the details of this EC Program, including but not limited to the ECL Program and the ECC Program, as applicable.