



Preferred Referral Partnership Agreement

Name/Company: _____

Address: _____

Street

City

State

Zip Code

Phone Number: _____

Contact Email Address: _____

Commission/Accounts Receivable Contact: _____

Other Information: _____

Agreement

1. "Multiven Services" means network maintenance (NMS or NMS-Lite), which includes technical support, software assistance and hardware replacement (if applicable) purchased by an end-customer.
2. "Qualified Lead" means a potential end-customer referred to Multiven by the Referral Partner that is expected to purchase Multiven Services within thirty (30) days after the Initial Referral Date. "Initial Referral Date" means the first date a Qualified Lead is introduced to Multiven.
3. The non-exclusive Preferred Referral Partner named above ("Referral Partner") shall receive 5% commission on all new Multiven Services purchased by (i) a Qualified Lead or (ii) by a Referral Partner's customer (the "Commission"). Any Qualified Lead must state Referral Partner's name prior to its initial purchase of Multiven Services and must make their initial purchase of Multiven Services within thirty (30) days of the Initial Referral Date (a "Qualified Purchase"). If a Qualified Purchase is made, Referral Partner shall receive commission on all new purchases of Multiven Services made by such Qualified Lead during the first twelve (12) months after the Initial Referral Date.
4. Terms of sale between end-customer and Multiven are solely based on Multiven's NMS Terms and Conditions of sale, as the same may be amended from time to time. Referral Partner does not have the right to enter into contracts on Multiven's behalf.
5. If Referral Partner is the point of sale for Multiven Services, then payment for Multiven Services is due to Multiven within ten (10) calendar days of the service start date and Referral Partner shall deduct its Commission from payment owed for Multiven Services. If Multiven is the point of sale, Commission shall be paid to Referral Partner within thirty (30) days of Multiven receiving payment from end-customer. Commission shall not be owed as a result of any set-up fees or other consulting fees collected by Multiven.
6. Referral Partner shall promote Multiven Services with due care and diligence and shall act in accordance with sound commercial principles in its relations with customers and potential end-customers. Referral Partner shall do nothing that would tend to discredit, injure the reputation of, or reflect adversely upon Multiven or its services.
7. Multiven shall provide reasonable sales and marketing assistance, as may be needed from time to time. Multiven may include Reseller Partner on the Multiven website and in Multiven marketing collateral.
8. If a prospective or current customer of Multiven has been referred by both the Referral Partner and either another independent authorized Multiven Partner, another Referral Partner, a Multiven employee or some other third party, Multiven reserves the right, in its sole discretion, to determine the amount of commission payable to each party, and Referral Partner agrees to be bound by Multiven's decision in this regard.
9. Each party shall keep confidential all confidential information it receives from the other party.
10. This Agreement shall last for one (1) year (the "Term") from the date of this agreement is signed and will automatically renew unless terminated by either party upon thirty (30) days written notice prior to expiration.

Partner Signature / Title / Date