

HostRemote, LLC

Professional Services Referral Agent Agreement

This Referral Agreement made and entered into this ____ day of _____, 2____ by and between HostRemote, LLC. , with its principal business address at 2305 Wallace Boulevard, Cinnaminson, NJ 08077 and _____(hereinafter "Agent") with an office at_____.

WITNESSED:

WHEREAS, HostRemote is in the business of providing Managed Hosting Services to its respective customers within the United States & Internationally; and

WHEREAS, Referral Agent desires to act as an independent Referral Agent for HostRemote, and Referral Agent desires to refer products and services, for the mutual benefit of both HostRemote and Referral Agent.

NOW THEREFORE, in consideration of this Agreement, and in consideration of the mutual covenants, promises, terms and conditions herein, HostRemote and Referral Agent agrees as follows:

Article 1: Attachments

The following are hereby incorporated as integral parts of this agreement and form the basis of this agreement.

Schedule A
Agent Prospect Registration

Commission Schedule
Per deal basis

In case of conflict, overlap or discrepancy between the attachments and this agreement, the terms and conditions of the above referenced documents are subordinate to this Agreement.

Article 2: Appointment

2.1 Subject to the terms and conditions contained herein, HostRemote hereby appoints Referral Agent as an independent Referral Agent to procure customers for HostRemote's Managed Hosting Services.

2.2 This Agreement has no term. The relationship is based on a per deal basis.

2.3 If the Agreement is terminated for any reason, HostRemote shall be free to continue service to the customers procured by Agent. Compensation is not and will not be paid on service upgrades or contract renewals. In addition, Referral Agent agrees not to directly or indirectly pursue said customers, in relation to offering Managed Hosting Services, for a period of 12 months after said termination.

Article 3: Payment

3.1 HostRemote shall pay the Referral Agent the commissions provided for herein, on a monthly basis, beginning in the second full month of billings provided the customer is paid up to date. The commissions payable to the Referral Agent shall be determined in accordance with the commission schedule, attached hereto in schedule A.

3.2 Each payment made by HostRemote, in accordance with this Referral Agreement, shall be accompanied by a list of customers procured by Referral Agent, and a listing of the amounts billed on said customers' accounts for the period in which the commission payment was determined.

Article 4: Referral Agents Obligation

4.1 At its expense, Referral Agent shall use its best efforts to procure customers for HostRemote's services during the Agreement term. All sales shall be made in the name of HostRemote, using HostRemote's standard HostRemote Customer Agreement.

4.2 If this Agreement is terminated for any reason, all HostRemote provided information and listings, including customer lists, shall be returned to HostRemote, and Referral Agent shall not retain any part or all of such information. All such information is and shall be deemed to be "Confidential and Proprietary" by HostRemote and Referral Agent shall not disclose same to any person other than its employees or sub-contractors on a "need to know" basis, for the exclusive benefit of HostRemote, unless written permission is first given by HostRemote.

4.3 Referral Agent is an independent contractor and shall pay of its expenses incurred in connection with its activities under this Agreement. Referral Agent shall make no warranties or representations about HostRemote's services other than those specifically authorized by HostRemote. Referral Agent hereby shall and does hereby accept and assume, full and exclusive liability and shall hold HostRemote harmless from the payment of all contributions required under local, state and federal payroll taxes or contributions for unemployment insurance or old age pensions, or annuities which are measured by the wages, salaries or other remuneration paid to Referral Agent in connection with this Agreement.

Article 5: HostRemote's Obligation

5.1 During the initial term of this Agreement, HostRemote shall pay Referral Agent commissions established in accordance with the Commission Schedule, attached hereto and incorporated herein by reference.

5.2 HostRemote shall use its best efforts to install the customers procured by Referral Agent, within 30 days of the receipt of Customer Agreement. HostRemote shall not, however, be liable to Referral Agent, or to any third party, including a prospective customer or actual client, for any delay in such provided services.

5.3 In no event shall HostRemote be liable to Referral Agent or any customer for indirect, special, incidental or consequential damages.

Article 6: Indemnification

Referral Agent will indemnify, defend and hold HostRemote and its affiliates and each of their respective directors, managers, officers, employees, affiliates, agents, shareholders and members ("HostRemote Indemnified Parties") harmless from and against any and all costs, liabilities, losses, damages and expenses, including reasonable attorneys' fees and amounts paid in settlement, resulting from or arising out of any claim, suit, action or proceeding brought against any HostRemote Indemnified Party for (i) any inaccuracy by Referral Agent of any of its representations or warranties contained in or made pursuant to this Agreement (ii) any breach by Referral Agent of any of its agreements or obligations contained in or made pursuant to this Agreement, any personal injury or loss of life occurring or claimed to have occurred in, upon, or about the Site as a result of Customer or any of Customer's agent's installation, operation, maintenance, and/or removal of the Equipment or use of the Customer Space, unless arising from the gross negligence or willful misconduct of HostRemote.

Article 7: General Terms and Conditions

7.1 **Modification:** This Agreement shall not be modified, or amended, except upon the execution of a written agreement, signed by all parties.

7.2 **Entire Agreement:** This Agreement, including all attachments, constitutes the entire Agreement between the parties pertaining to subject matter hereof and supersedes all prior and contemporaneous agreements of said parties in connection herewith. The parties acknowledge that they have not been induced to enter into this Agreement by any representation or promises not specifically stated in this Agreement.

7.3 **Choice of Law:** This Agreement shall be governed by the laws of the State of New Jersey and the parties hereby agree and consent to have any dispute hereunder adjudicated in Burlington County, New Jersey.

7.4 **Waiver:** No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

7.5 **Partial Invalidity:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed deleted.

7.6 **Definition:** A referral is defined as any prospect that is introduced to HostRemote by Referral Agent, using Referral Agents name and information to gain contact with prospect.

IN WITNESS THEREOF, the Parties have executed this Agreement in duplication as of the date first written above

Agent	
Address	
Phone	
Fax	
E-mail	
SS # / Fed. ID #	

HOSTREMOTE L.L.C.

By: _____
Name: _____
Title: _____
Date: _____

Agent

By: _____
Name: _____
Title: _____
Date: _____

Commission determinations for HostRemote services shall be computed at the time of order placement. Exhibit "A" will be filled out completely

Commissions will be calculated as follows:

Monthly Recurring (MRC) X Compensation Percentage = Monthly Commission Payment. Payments will begin in the second (2nd) full month of billings provided the customer is paid up to date.

Furthermore, compensation is not paid on hardware sales, Professional Services, service up-grades, non-recurring installation charges, or contract renewals.

The term "Billed Monthly Total" used in this schedule, means the total of all monthly revenues of HostRemote from HostRemote customers, who become customers of HostRemote for the first time subsequent to actual communication by Referring Agent to HostRemote of the sale, lead, or recommendation, and who have been HostRemote customers at all times since and who have previously executed the Standard Customer Agreements.

HostRemote, LLC
Professional Services Referral Agent Agreement
Exhibit "A"
Agent Prospect Registration

Submitted to: _____

Agent Information			
Agent / Company		Agent Contact	
Address		Phone Number	
City, State, Zip		Email Address	
Prospect Information			
Company		Contact	
Address		Title / Position	
City, State, Zip		Phone Number	
Commission		Email Address	

Agent: _____

HostRemote Acceptance: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____