

# Atvantage, LLC Customer Referral Agreement

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2004 between Atvantage, LLC hereafter referred to as "Atvantage", a Utah Limited Liability Company having its principal offices at 106 S Mountain Way Dr, Orem, UT 84058, and \_\_\_\_\_, hereafter referred to as "Partner" with principal office at \_\_\_\_\_.

The parties agree as follows:

## COMPENSATION

Atvantage will reduce Partner's recurring Monthly Fees for Partner's own Atvantage Managed Service subscription for each SecureIT®, Managed Server Hosting, Web Hosting and Spamless E-mail Hosting Managed Services prospect referred to Atvantage by Partner which is converted into a sale. The amount of the reduction (hereafter referred to as the "Discount") of Partner's Monthly Fees shall be ten percent (10%) of the Referred Customer's Monthly Fees, subject to a maximum Discount of fifty percent (50%) in any one calendar month. The Discount shall be calculated and applied on an ongoing monthly basis for the duration of the Initial Term in which the Referred Customer subscribes to the SecureIT Program and pays the associated monthly subscription fees to Atvantage. Sale is total amount of recurring monthly fees less any sales tax.

Atvantage will reduce Partner's recurring Monthly Fees by five percent (5%) for each SecureIT®, Managed Server Hosting, Web Hosting, and Spamless E-mail Hosting Managed Services Customer referred to Atvantage by Partner that renews their contract with Atvantage after the Initial Term, subject to a maximum Discount of fifty percent (50%) in any one calendar month. The Discount shall be calculated and applied on an ongoing monthly basis for as long as the Referred Customer continues to subscribe to the SecureIT Program and pays the associated monthly subscription fees to Atvantage. Sale is total amount of recurring monthly fees less any sales tax.

Partner Discounts shall be calculated in U.S. dollars. The Discount will be applied to Partner's monthly invoice in the month following receipt of Referred Customer payment(s).

All Customer Referral Partner applications are subject to final approval by Atvantage.

Discounts will be applied to Partner's recurring Monthly Fees for referred sales and renewals for as long as Partner actively participates in Program and either party does not cancel this Agreement. If canceled, outstanding discounts for current period at time of cancellation shall be applied to the next monthly invoice so long as rules of this Agreement were not violated by Partner.

## TERMS OF AGREEMENT

This Agreement shall remain in effect until canceled by either party or Partner cancels their own Atvantage subscription, whichever comes first.

Discounts earned through the date of expiration or cancellation of this Agreement will remain payable only if the qualifying sales are not canceled or refunded by the Referred Customers and the Partner has not violated this Agreement. Application of the final Discount to the Partner may be withheld for a reasonable time in order to ensure that the correct amount is applied.

## REQUIRED CONFIDENTIALITY

For so long as PARTNER shall remain engaged by Atvantage and for a period of two years after termination of this Agreement with Atvantage for any reason, PARTNER shall not disclose or communicate any "Confidential Information" of Atvantage to any person or entity other than Atvantage nor use said "Confidential Information" for any purpose or reason other than the benefit of Atvantage. For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding Atvantage's technology, business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Atvantage which is not generally known by individuals outside of Atvantage (including Atvantage's employees, consultants, and advisors). Also, "Confidential Information" shall additionally include, but not be limited to, the following information of Atvantage:

1. Price lists or other pricing information;
2. Customer lists or other customer information;
3. Sales strategy, tactics, or methods;
4. Information pertaining to products or services under development;
5. Internal company reports of any kind.
6. Technology methods, techniques and tools

Any violation of the above by Partner shall constitute material breach of this Agreement by Partner and shall be grounds for immediate termination of this Agreement, and Atvantage will no longer be obligated to apply any future discounts to Partner's invoices or compensate Partner in any way.

## INDEPENDENT CONTRACTOR

The relationship between Atvantage and Partner established by this Agreement is that of independent contractors. Atvantage and Partner shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Partner" shall

not be interpreted as a legal Partner, simply as an independent contractor for Atvantage under this Agreement.

WARRANTY DISCLAIMER

Atvantage makes no warranties expressed or implied with regard to Partner Referral Program except as outlined in this Agreement.

CANCELLATION

Either party can cancel this Agreement with or without cause by giving 30 days written notice to the other party. If this Agreement was canceled by Partner, Partner shall not be entitled to any further discounts, credits or compensation from Atvantage. If this Agreement was canceled by Atvantage for cause, Partner shall not be entitled to any further discounts, credits or compensation from Atvantage. If this Agreement is canceled by Atvantage and the terms of this Agreement were not violated by the Partner, then a Discount will be given to the Partner for any outstanding amounts owed. Notwithstanding the foregoing, all obligations undertaken by Partner respecting Confidential Information disclosed herein shall survive termination of this Agreement.

PERIODIC CHANGES

This Agreement is subject to change as seen fit by Atvantage. Should these changes be unacceptable to the Partner, Partner is entitled to terminate the Agreement with 30 days written notice to Atvantage.

GOVERNING LAW

This Agreement is made under and shall be construed according to the laws of the State of Utah, and the parties expressly waive its choice of law rules.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and entered as of the date first indicated above.

Authorized Partner

Atvantage, LLC

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

TAX ID Number: \_\_\_\_\_

Partner ID Number: \_\_\_\_\_