



4009 AIRPORT FREEWAY, SUITE 110
BEDFORD, TEXAS 76021
817.835.0000 (P)
817.685.5999 (F)

ON THE WEB AT WWW.MYIT.COM

AGENT PROGRAM

Terms and Conditions

IT IS AGREED by and between myIT.com ("myIT.com") and _____ ("Agent") that Agent shall make lead referrals of myIT.com service under the following terms and conditions:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below. Terms capitalized in these definitions are defined in this paragraph.

1.1. "Customer" means a Sales Lead that subscribes to myIT.com Service for the first time as a result of Agent's efforts under this Agreement. Customer shall not include: (i) an individual or entity who was a customer of myIT.com for any period of time during the six (6) months immediately preceding the date Agent first submits them to myIT.com to become a Customer under this Agreement; (ii) accounts that upgrade myIT.com service that was initially obtained prior to the customer being submitted by Agent to become a Customer under this Agreement; or (iii) the consolidation into a single account of multiple accounts that initially obtained myIT.com service prior to being submitted by Agent to become a Customer under this Agreement.

1.2. "Excluded Account" means an account that Agent may not refer as a Proposed Lead Referral, or that may not become a Sales Lead, under this Agreement. An Excluded Account is any account: (i) customers having no business relationship with Agent; or (ii) of existing myIT.com customers, whether or not such customers upgrade myIT.com service, convert myIT.com service to another myIT.com account, or consolidate myIT.com service with another account.

1.3. "Initial Term" means the initial term of the Agreement as provided in Paragraph 12 herein.

1.4. "Lead Referral Payment" means the payment made by myIT.com pursuant to Paragraph 5 herein for a Sales Lead which becomes a Customer.

1.5. "Lead Referral Revenue" means the total usage-only charges for Service that appear on the invoice issued to a Customer. Lead Referral Revenue shall NOT include taxes, surcharges, federally imposed fees, subsequently credited charges, write-offs, special promotional discounts or fraudulent charges. Lead Referral Revenue shall NOT include revenue generated by any Excluded Account.

1.6. "Mark" means the tradename, service mark, brand or trademark of a Party.

1.7. "Party" means a party to this Agreement.

1.8. "Proposed Sales Lead" means an individual or entity which is proposed to myIT.com by Agent pursuant to Paragraph 2 herein to become a Sales Lead. A Proposed Sales Lead must be a member of Agent's customer base using products and services sold by Agent that are compatible with myIT.com Service.

1.9. "Sales Lead" means a proposed sales lead which has been accepted by myIT.com and shall contain relevant information including, but not limited to, customer name, customer phone, customer email, customer address, myIT.com product of interest, and estimated communications spending.

1.10. "Service" means the myIT.com service, and the only myIT.com services that will be paid a Lead Referral Payment on Sales Leads pursuant to this Agreement. Services are identified in Paragraph 1 of the attached Exhibit and shall be subject to change from time to time in myIT.com's sole discretion.

1.11. "Tariff" means the tariff pursuant to which myIT.com offers the Services. Tariffs are filed with the Federal Communications Commission and/or a state regulatory commission.

2. Relationship of Parties; Agent Responsibilities.

2.1. Agent shall function as an independent contractor using its best efforts to identify and submit Proposed Sales Leads to myIT.com. The Sales Lead will include company, contact information and myIT.com product requested, as well as any other information, required on the Lead Submission Form.

2.2. myIT.com shall, within a reasonable period of time, review Agent's list of Proposed Sales Leads, determine acceptance or rejection, appropriate sales channel and forward the lead for activities under this Agreement.

3. Sales Restrictions. Agent's efforts under this Agreement shall not be directed to any Excluded Account. During the term of this Agreement, and for twelve (12) months thereafter, Agent shall not solicit customers for, or take any action calculated to convert a myIT.com account to, the service of another company.



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4. Restriction on Agent Authority; Liability for Expenses. Agent is an independent contractor with no authority to act on behalf of myIT.com except as expressly provided herein. Agent may not bind myIT.com in any manner whatsoever. myIT.com will incur no obligation to employees or agents utilized by Agent to promote myIT.com Service. Such individuals shall at all times remain employees or agents of Agent. Agent is responsible for all expenses and obligations incurred by it as a result of its efforts to promote Service hereunder.

5. Lead Referral Payment.

5.1. Except as provided in Subparagraph 5.2. below, myIT.com shall pay Agent a one time Lead Referral Payment for each Sales Lead that becomes a new Customer. The Lead Referral Payment is a one time payment equal to 20% of the services revenue generated on the first service call only, a one-time payment equal to the monthly payment of the service plan sold, or a one time payment of \$500.00 per telephone system sold. The Lead Referral Payment will be paid on or about the last day of the third (3rd) month following the date of the invoice on which the Lead Referral Revenue appears. The parties acknowledge and agree that myIT.com's determination shall be final and binding with respect to: (i) Agent's eligibility for any Lead Referral Payment; and (ii) the amount of any Lead Referral Payment. Maximum Lead Referral Payment per individual Sales Lead will not exceed \$3,000 annually.

5.2. Notwithstanding anything herein to the contrary, Agent shall not receive any Lead Referral Payment with respect to the following: (i) any Sales Lead that does not result in a sale of myIT.com service within six (6) months immediately following the date such Sales Lead is submitted to myIT.com as a Proposed Sales Lead; (ii) any individual or entity that is the subject of a Sales Lead when such individual or entity becomes a myIT.com customer as a result of myIT.com sales activities unrelated to Agent's referral of the Sales Lead; or (iii) is a current myIT.com customer.

6. Tariffs. Tariffed Service shall be provided pursuant to the appropriate Tariff. It is understood and agreed that Tariffs may be modified or withdrawn by myIT.com from time to time.

7. Order Acceptance; Service Discontinuation; Customer Service.

7.1 Sales activities on Sales Leads accepted hereunder shall be directed to the sales channel determined by myIT.com in its sole discretion. Sales management receiving a Sales Lead shall determine the appropriate products and services to be marketed in its sales efforts to the prospective customer.

7.2 Orders submitted for Service are not binding until accepted by myIT.com. myIT.com may, in its sole discretion, reject any order or discontinue any Service without liability to Agent for payment of a Lead Referral Payment. Service shall be provided, and billing and collection performed, in accordance with myIT.com's standard practices. Customers shall be customers of myIT.com and shall remain customers of myIT.com after termination of this Agreement.

8. Representations and Warranties.

8.1 Each Party shall: (i) require its employees to comply with all terms of this Agreement; (ii) conduct its businesses activities in a legal and ethical manner; (iii) commit no act which would reflect unfavorably on the other; and (iv) cooperate with the other to resolve any Customer service problem consistent with myIT.com policy.

8.2 Agent shall not: (i) misrepresent myIT.com Service or prices; (ii) sponsor or participate in any pyramid or multilevel marketing in connection with this Agreement; or (iii) impose any fees, initiation charges or minimums in connection with Service provided under this Agreement.

8.3 Agent agrees to disclose to any potential Customer the relationship between Agent and myIT.com existing under the Agreement. Agent hereby indemnifies and holds myIT.com, its officers, employees and agents, harmless from all suits, actions, claims or expenses of any nature (including reasonable attorney's fees and court costs) arising from or brought by third parties, including Customers, or prospective Customers, resulting from Agent's performance, or failure to perform, any obligation under the Agreement, or this Addendum, including the failure to disclose Agent's relationship with myIT.com.

9. Confidentiality; Trade Secrets. Neither Party, nor its directors, officers, employees or agents shall disclose the terms of this Agreement to any unaffiliated third party without the written consent of the other Party, except as otherwise required by law. Identities (including name, address and telephone number) of myIT.com customers are trade secrets belonging to myIT.com. Agent shall not sell or otherwise disclose the identities of such persons as myIT.com customers, or any other trade secret of myIT.com, to any third party at any time.

10. Marks. A Party may use the other's Marks only in promoting Service as provided herein, and only pursuant to written consent of the other Party. It is expressly understood that the Marks of the other Party are proprietary and that nothing in this Agreement constitutes the grant of a general license for their use. Upon termination of this Agreement, all rights and privileges of a Party to use the other's Marks shall expire, and each Party shall discontinue all use of the other's Marks.

11. Taxes. Agent is solely responsible for paying all taxes due as a result of payments made by myIT.com to Agent.

12. Term of Agreement; Termination.



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12.1. Except as provided in Subparagraph 12.2. herein, the Initial Term of this Agreement shall be twelve (12) months commencing on the date the Agreement is executed by myIT.com. At the end of the Initial Term the Agreement shall remain in full force and effect until terminated by either Party on thirty (30) days via email notice to the other.

12.2. A Party may cancel and terminate this Agreement upon ten (10) days via email notice to the other Party in the event such other Party: (i) is the subject of insolvency, bankruptcy, receivership or dissolution; (ii) attempts to assign the Agreement without prior written consent of the terminating Party; (iii) experiences a significant change in ownership or management without prior written consent of the terminating Party; or (iv) breaches any provision of this Agreement.

12.3. myIT.com may cancel and terminate this Agreement upon email notice to Agent if Agent fails to submit a lead within 120 days from the effective date of this Agreement.

13. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS HEREUNDER. LIABILITY OF MYIT.COM IN ANY AND ALL CATEGORIES, INCLUDING, BUT NOT LIMITED TO MISTAKE, NEGLIGENCE, ACT OR OMISSION, INTENTIONAL ACTS, AND BREACH, SHALL NOT EXCEED IN THE AGGREGATE ONE (1) MONTH'S AVERAGE OF LEAD REFERRAL PAYMENTS PAID HEREUNDER.

14. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liabilities (including attorney's fees) resulting from the actions hereunder of the indemnifying Party (its employees or agents). This indemnification includes, but is not limited to, breach of any provision in this Agreement, misrepresentation of the Service or Service price, and unauthorized or illegal acts of the indemnifying Party, its employees or agents.

15. Notices and Inquiries. All notices and inquiries hereunder shall be addressed to the Parties via email. For myIT.com, such notice shall be to: greg@myIT.com. For Agent, notice shall be sent to the email address provided below signature line of this Agreement in the Lead Referral Form.

16. Miscellaneous. Neither Party may assign this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that myIT.com may assign the Agreement without Agent's consent to a subsidiary of myIT.com. This Agreement shall be construed and interpreted under the laws of the State of Texas. Neither Party shall be liable for failure to perform its obligations hereunder due to causes beyond its control, including acts of God, laws or requirements or any government, national emergencies or labor difficulties. No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement. This Agreement, including the attached Exhibit, contains the full understanding of the Parties and supersedes any prior agreement with respect to the subject matter hereof. No waiver or modification of any provision herein shall be binding unless in writing and duly executed by each Party.

Agent Name: _____

Agent Address: _____

City: _____ State: _____ ZIP: _____

Signature: _____

Email Address: _____