

CUSTOMER REFERRAL AGREEMENT

This Customer Referral Agreement (the "Agreement" or "Customer Referral Program"), effective upon accepting and reviewing the terms and conditions hereof, (the "Effective Date") is by and between mindSHIFT Technologies, Inc., d/b/a 123Together.com, a Delaware corporation with a principal place of business at 3975 Fair Ridge Drive, Suite 200-S, Fairfax, Virginia 22033 ("123Together"), and, by acceptance below, you (the "Referrer").

I. GENERAL: Based on its relationships, experience and activities, the Referrer will identify without conflicting with 123Together's core sales force, from time to time, companies with a potential, active and legitimate need for the ("Services"), as defined in service specific Terms and Conditions, of 123Together ("Prospect"). Referrer must be current customers of 123Together and in good standing. 123Together desires to encourage the referral of those Prospects to 123Together and to compensate the Referrer for those referrals that result in closed business for 123Together within six (6) months of the initial introduction, company profile, specific contact information and needs of a Prospect to 123Together by the Referrer, which would include completion by Referrer of the form referenced in Section VI. A. hereof ("Successful Referrals").

II. INDEPENDENT CONTRACTOR: It is hereby acknowledged that the Referrer will make all such referrals solely as an independent company. The Referrer further acknowledges that this Agreement does not create a partnership, joint venture, or employee-employer relationship of any sort between it and 123Together. 123Together will not withhold or be responsible for any amounts for Federal or State income, FICA, or other taxes nor is the Referrer eligible to participate in any 123Together employee benefit plans. The Referrer agrees to discharge all obligations imposed upon it as an independent contractor by all applicable Federal and State laws, including but not limited to taxes, Worker's Compensation, the filing of all returns and reports, and the payment of all assessments, taxes and other sums due from an independent contractor. The Referrer hereby indemnifies and holds 123Together harmless from and against any and all claims, damages, liabilities, and expenses of any kind arising out of or in connection with Referrer's failure to discharge any such obligations aforementioned. The Referrer hereby indemnifies and holds, 123Together, its officers, and employees harmless from and against any and all claims, damages, liabilities and expenses, **INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY, ACCURACY OF DATA, OR ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 123TOGETHER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS/LICENSORS, REFERREES, ASSIGNEES, OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, ANY LOSS OF DATA OR ANY LOSS OF USE OF THE SERVICES OR ANY COMPONENT THEREOF, EVEN IF 123TOGETHER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.**

III. NO RESTRICTIONS ON PERFORMANCE: The Referrer hereby warrants to 123Together that it has no restrictions on its performance of providing these referrals, that it is not bound by any contract or covenant of non-competition which prevents it from legally making these referrals, and that by doing so it will not be in violation of any non-disclosure, non-competition, confidentiality or other agreements to which it is a party.

IV. NON-SOLICITATION:

A. The Referrer hereby agrees and warrants that from the date of execution of this Agreement and for a period of one (1) year following the termination of this Agreement, the Referrer shall not solicit or hire or assist any other

entity in the solicitation for other employment or hiring any employee of 123Together.

B. If Referrer causes any person employed by 123Together to leave 123Together's employment to become an employee or independent contractor of Referrer, Referrer shall pay 123Together the sum equivalent to six (6) months of the employee's then current annual salary upon the employment or engagement of that person. Referrer acknowledges that this provision is reasonable and necessary to protect the legitimate interests of 123Together.

V. CONFIDENTIALITY: the Referrer hereby agrees that from the date of termination of this Agreement and for a period of two (2) years after termination, the Referrer will not reveal, divulge, or make known to any person or entity, or use, directly or through another person or entity, any secret or Confidential Information, as defined below, of or concerning either 123Together, any 123Together customer, or any of their subsidiaries, or any of their businesses of which it becomes aware except as required pursuant to judicial order or government regulation. In such case, the Referrer agrees to notify 123Together prior to any disclosure and to cooperate with 123Together in the event it elects to contest the judicial order or governmental request. For the purpose of this Agreement "Confidential Information" means all proprietary, trade, and financial information, including information and data regarding costs, profits, markets, sales, products, customer or 123Together employee personal information, key personnel, pricing policies, operational methods, technical processes, computer programs or systems developed or improved by 123Together, the identity or personal information of 123Together's customers, employees, representatives and contacts, the nature of the Services required by 123Together's actual and prospective customers, the Services performed by 123Together for its customers, the identities of 123Together actual and prospective employees and other business affairs and methods, plans for future developments and other information not readily available to the public, all of which are highly confidential or secret in nature whether provided orally or in writing, pictorially, in machine readable or any other form and whether or not marked as "Confidential." Confidential Information does not include information that is or becomes available to the general public without breach of this Agreement, becomes lawfully available to the Referrer from a third party free from any confidentiality restriction, or which the Referrer can satisfactorily demonstrate was in its possession, without any breach of confidentiality, before receipt thereof from 123Together. Referrer also understands that 123Together customers may have a substantial role in the healthcare field and as such 123Together as well as Referrer are held to the HIPPA standards of compliance.

VI. REFERRAL NOTIFICATION AND QUALIFICATION:

A. The following URL should be used to refer a new customer to 123Together: <http://www.123together.com/Hosted-Exchange-Customer-Referral-Program.xhtml>

B. Within 90 days of a new referral signup, Referrer will be notified about the new referral.

C. 123Together reserves all rights to its trademarks but may be used by Referrer in accordance with this Agreement. Referrer may in no way display a 123Together related logo, image, or trademark, which may be distasteful, defame, or misrepresent 123Together's brand. 123Together has the right to specify how and if a trademark may be used by the Referrer. Referrer shall take great care to not misrepresent 123Together products or services.

D. Referrer agrees to NOT SEND UNSOLICITED or SPAM email to promote 123Together services. This action is grounds for immediate termination of this Agreement with a cancellation of any pending commission credits.

E. Web sites or businesses that promote sexually explicit material or violence are unable to participate in the Customer Referral Program. Individuals, sites or businesses that promote discrimination based on race, sex,

religion, national origin, and physical disability shall not be accepted. Sites that promote illegal activities shall not be accepted. Please do not apply if your web site or business promotes these types of activities. By participating in this Customer Referral Program, it is implied that your site and business does not directly promote or endorse these activities.

VII. CALCULATION OF SUCCESSFUL REFERRAL FEES: Fees earned will be calculated based solely on Successful Referrals as follows:

- A. 123Together will pay Referrer the set commission stated in Section VII.
- B. hereof, for each new prospect referred to 123Together. The commission will be paid and based on the first month of service.
- B. Referrer will be paid \$ 9.99 for every Microsoft Exchange mailbox enabled by the referred prospect up to Five Hundred (\$500) Dollars per Successful Referral.
- C. Referrals can only be made through a single company Referrer. Referrer commission shall be made to the Referrer account in the form of a credit for future services. Referrer accounts will be credited between 30 and 60 days after new Prospect has made their first 3 monthly payments for services performed.
- D. Commissions are not redeemable for cash value and can only be used for current or future services provided by 123Together in a form of Referrer credit to be applied no later than one (1) year after said credit is posted.
- E. 123Together will make every reasonable effort to track and pay commissions for all Prospects referred by Referrer. However, 123Together is not responsible for technical problems, Acts of God, acts by third parties, or other events outside our reasonable control, which may temporarily disrupt or diminish this Customer Referral Program. We will make every reasonable effort to identify the originating Referrer and credit them accordingly.

VIII. TERMINATION AND SURVIVAL: Either party hereto may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice. Section IV, V, and VIII of this Agreement shall survive the Termination of the Agreement. Unless Referrer is in violation of any term or condition hereof, fees for Successful Referrals installed at the time of termination will be continued through the end of the applicable month. Any referred Prospects whether closed or non-closed, are and will remain the property of 123Together.

IX. ASSIGNMENT: 123Together may assign this Agreement or any rights or obligation under this Agreement to:

- A. One or more financial institutions, lenders, and creditors as collateral security for any financing of 123Together; or
- B. Any purchaser of all or substantially all of the assets or stock of 123Together by merger, consolidation or otherwise.
- C. Referrer may not assign or otherwise transfer its rights and responsibilities under this Agreement.

X. AMENDMENTS: This Agreement represents the entire agreement between the Referrer and 123Together and may only be amended by writing executed and delivered by the party against whom enforcement is sought.

XI. GOVERNING CONDITIONS:

- A. The terms of this Agreement are confidential and, as such, may not be revealed to any third party except as otherwise required by law.
- B. No waiver in any instance of any provision hereof, or of any breach or right hereunder, shall be deemed to be or to require any waiver in any other instance.
- C. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Massachusetts.

By clicking through this Agreement each party represents and warrants that (i) it has full corporate power and authority to enter into and deliver this Agreement, as well as to perform its obligations under this Agreement, (ii) it has had a reasonable opportunity to read and review this Agreement and to understand its terms, and (iii) the person clicks through this Agreement is duly authorized to enter into this Agreement on its behalf.