

CYBERLYNK REFERRAL PARTNER AGREEMENT

THIS REFERRAL PARTNER AGREEMENT (this "Agreement") is made by and between CyberLynk Network, Inc. ("CyberLynk"), a Wisconsin corporation having its principal place of business at 10125 S. 52nd Street, Franklin, WI 53132, and the referral partner identified on the signature page of this Agreement ("Referral Partner"). This Agreement shall be effective on the date executed by CyberLynk (the "Effective Date"). Each of CyberLynk and Referral Partner is referred to herein as a "Party" and collectively as the "Parties."

1. Appointment of Referral Partner; Structure of the Agreement.
 - (a) CyberLynk appoints, on a non-exclusive basis, Referral Partner as an authorized referral partner for purposes of referring to CyberLynk prospective subscribers and customers for the services (the "Services") set forth in the referral description (the "Referral Description") attached hereto as Exhibit A.
 - (b) The provision of referral services by Referral Partner ("Referral Services") will be governed by the terms and conditions of this Agreement and by the terms and conditions set forth at the Referral Partner section of the enterprise website (set forth at the URL, <http://www.ePartnerPortal.com>)_ (the "Referral Rules and Regulations Website"). The Referral Rules and Regulations Website is incorporated herein by reference.
 - (c) CyberLynk reserves the right, in its sole and absolute discretion, to modify, update, or change the Services (including the prices thereof) and the Commissions (as defined below) at any time, with such modifications effective upon the earlier of (i) posting of the modifications on the Referral Rules and Regulations Website and (ii) delivery of other notice to Referral Partner.
 - (d) Referral Partner has no authority to (i) negotiate any contract for or on behalf of CyberLynk or bind CyberLynk to any contract, representation, or understanding concerning CyberLynk, the Services, or any other product or services offered by CyberLynk outside the scope of this Agreement or (ii) make any representations or warranties concerning the Services or Referral Partner's relationship with CyberLynk. CyberLynk may, in its sole discretion, accept or reject any prospective subscriber or customer of the Services submitted to it by Referral Partner.
2. Commissions.
 - (a) Upon the terms and subject to the conditions of this Agreement and to the Referral Rules and Regulations, CyberLynk shall pay Referral Partner a one-time commission ("Commission") for each actual subscriber or customer of the Services (each such subscriber or customer, a "Referral Customer") that arises directly from Referral Services performed in accordance with the terms and conditions of this Agreement. Commissions to be paid will be determined in accordance with and subject to the terms and conditions set forth in the Referral Description and in this Section 2. The Commissions are the only compensation to be paid to Referral Partner for the performance of its obligations under this Agreement.
 - (b) CyberLynk shall pay the Commission to Referral Partner in respect of a Referral Customer only if all of the following conditions are satisfied:
 - (i) the Referral Partner is not affiliated with or an employee of the Referral Customer; and
 - (ii) the Referral Partner has had direct personal contact with the Referral Customer and Referral Partner has directly endorsed and recommended the Services to the Referral Customer; provided, however, that CyberLynk will not be obligated to pay the Commission to Referral Partner if Referral Partner uses mass mailings and/or other forms of mass solicitations to potential customers for the Services.
 - (c) Referral Partner acknowledges and agrees that, in the event a Referral Customer is referred to CyberLynk by more than one CyberLynk referral partner, CyberLynk will pay the Commission to the referral partner who first submitted the Referral Customer information to CyberLynk; provided, however, that CyberLynk may, in its sole and absolute discretion, determine to split the applicable Commission between the referral partners in certain situations.

- (d) Referral Partner must provide written notice of any dispute with respect to a Commission within the longer of sixty (60) days of its receipt of such Commission or ninety (90) days of installation of Referral Customer's Service, with any Commission not so disputed being deemed accepted by and binding upon Referral Partner, except if CyberLynk is entitled to recover some or all of any such Commission upon the occurrence of certain chargeback events as provided herein.

3. Relationship of the Parties.

Referral Partner acknowledges and agrees that (a) it is an independent contractor and (b) it and CyberLynk are NOT, by virtue of this Agreement or otherwise, joint venturers, partners, employer/employee, franchiser/franchisee or fiduciaries of any kind. Referral Partner is responsible for the control and acts of its employees, representatives and agents. Neither Party is authorized to bind the other Party with respect to any matter, including, without limitation, express or implied agreements, guarantees, representations or debts. Referral Partner shall do nothing that would discredit, injure the reputation of, or reflect adversely upon CyberLynk or its products or services. Referral Partner acknowledges that CyberLynk will conduct sales and marketing activities (including through or in cooperation with other referral partners or affiliates, distributors, dealers, agents, resellers or other distribution channel representatives) with respect to the Services in any and all locales, and that no agreement has been reached between the Parties to make any division of territory in which either of the Parties will be conducting sales and marketing activities with respect to the Services, whether by subscriber type, industry or geographic location. Throughout the Term (as defined below) and at all times thereafter, CyberLynk shall retain full and exclusive ownership of all information relating to Referral Customers originated by Referral Partner hereunder for the Services insofar as such information relates to or results from the provision of the Services to such Referral Customers.

4. Certain Obligations of the Parties.

- (a) Referral Partner agrees that, during the Term, it shall:

- (i) forward leads for the Services only in accordance with this Agreement and such other written terms established by CyberLynk from time to time;
- (ii) use only CyberLynk -approved marketing materials and not develop or use any other product literature or modify any materials provided by CyberLynk;
- (iii) not make representations or guarantees concerning the Services which are false, misleading or inconsistent with any marketing or other materials (including price lists) published and otherwise supplied by CyberLynk from time to time;
- (iv) at its own expense, remain in compliance with all applicable international, federal, state, and local laws and regulations applicable to its performance under this Agreement and maintain in full force and effect all licenses and permits required for its performance under this Agreement;
- (v) abide at all times by the Guidelines Regarding Use of CyberLynk's Service Marks, attached hereto as Exhibit B; and
- (vi) conduct itself in accordance with professional standards of honesty, integrity and fair dealing in performing its obligations under this Agreement.

- (b) In furtherance of Section 4(a), Referral Partner acknowledges and agrees that CyberLynk, in its sole discretion, may (i) contact or take any other action it deems appropriate with respect to any Referral Customer to which Referral Partner refers to CyberLynk and (ii) modify, suspend, and/or terminate the terms and conditions of a Referral Customer's agreement with CyberLynk and/or the Services and pricing therefor at any time as permitted in CyberLynk's agreement with such Referral Customer.

5. Confidentiality.

During the Term and during the two (2) years period immediately thereafter, Referral Partner shall not in any way transfer to any third party or use in direct or indirect competition with CyberLynk or any of its affiliates or other representatives any information relating to CyberLynk's business or to CyberLynk's Referral Customers (including those originated by Referral Partner during the Term), including, without limitation, the terms and conditions of this Agreement and the Exhibits hereto, technical information, price lists, data, marketing materials, business plans, all information in the Services related materials provided by CyberLynk to Referral Partner from time to time ("Referral Materials"), and all information concerning Referral Customers (collectively, the "Confidential Information"). Confidential Information is and shall remain the exclusive property of CyberLynk and may be used by Referral Partner solely in the performance of its obligations under this Agreement. Referral Partner agrees that monetary damages for breach of this section

may not be adequate and that CyberLynk shall be entitled to seek injunctive relief with respect to any such breach. Neither Party shall make any public announcement (including, but not limited to, press releases) regarding this Agreement or any relationship between Referral Partner and CyberLynk without the express prior written consent of the other Party. Upon termination of this Agreement or upon CyberLynk's request, Referral Partner shall promptly return all Confidential Information to CyberLynk (including all copies thereof in any medium) and shall certify in writing to CyberLynk that it has done so. Notwithstanding anything to the contrary, Confidential Information does not include information that (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is rightfully in the receiving Party's possession, as evidenced by receiving Party's records; (c) is disclosed to the receiving Party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (d) is independently developed by the receiving Party without any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by the disclosing Party.

6. Non-Solicitation.

During the Term and for so long thereafter as CyberLynk is obligated to pay Commissions to Referral Partner pursuant to this Agreement, Referral Partner shall not directly or indirectly induce any Referral Customer or its affiliates to discontinue its or their relationship with CyberLynk.

7. Representations and Warranties: Disclaimer.

(a) Referral Partner hereby represents and warrants that:

- (i) as of the Effective Date, it is in compliance with all applicable international, federal, state, and local laws and regulations applicable to its performance under this Agreement and has all licenses and permits required for its performance under this Agreement;
 - (ii) its execution of this Agreement and its performance of its obligations hereunder do not breach any agreement or obligation to which it is currently bound; and
 - (iii) neither it nor any of its officers, directors, employees, representatives or agents has ever been dismissed, fined, or otherwise sanctioned for fraudulent or improper sales practices.
- (b) REFERRAL PARTNER ACKNOWLEDGES THAT THE SERVICES PROVIDED BY CYBERLYNK ARE PROVIDED ON AN "AS IS" BASIS AND THAT, NOTWITHSTANDING ANY OTHER ORAL OR WRITTEN COMMUNICATIONS WITH CYBERLYNK ABOUT OR IN CONNECTION WITH ANY SUCH SERVICES, CYBERLYNK MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OR AVAILABILITY OF THE SERVICES, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CYBERLYNK IS NOT LIABLE TO REFERRAL PARTNER WHATSOEVER AS A RESULT OF OR IN CONNECTION WITH THE DISCONTINUANCE, UNAVAILABILITY, OR FAILURE OF THE SERVICES.

8. Term; Termination; Effect of Termination.

- (a) This Agreement shall be effective on the Effective Date and shall continue for a period of one (1) year from the Effective Date (the "Initial Term") and shall automatically renew thereafter for successive one (1) year terms (the Initial Term and any such extension thereof collectively referred to herein as the "Term"), unless terminated earlier in accordance with the terms hereof.
- (b) Either Party may terminate this Agreement at any time upon giving the other Party at least thirty (30) days' prior written notice.
- (c) This Agreement may be terminated by CyberLynk:
 - (i) upon at least ten (10) days' prior written notice by CyberLynk for breach by Referral Partner of any provision of this Agreement;
 - (ii) immediately upon written notice by CyberLynk
 - (A) If Referral Partner participates or engages in any activity relating to fraud against CyberLynk or if Referral Partner falsifies or forges any order for Services;

- (B) upon the insolvency, bankruptcy, receivership, or dissolution of Referral Partner or Referral Partner's attempted assignment of this Agreement without CyberLynk's prior written consent;
- (C) in the event Referral Partner engages in any marketing or solicitation activity that violates or contravenes any federal, state, or local law or the terms of this Agreement, including, without limitation, any breach by Referral Partner of the terms and conditions of Exhibit B regarding the use of certain CyberLynk intellectual property ("Prohibited Marketing Activity"); or
- (D) in the event any current or prospective Referral Customers solicited by Referral Partner engages in any activity of any Referral Customer or prospective Referral Customer undertaken at the direction of Referral Partner or based upon a representation made by Referral Partner that violates any federal, state or local law, the terms of this Agreement, or the terms of CyberLynk's Acceptable Use Policy ("AUP") (set forth at the URL, <http://www.CyberLynk.net/Legal>) (collectively, "Prohibited Activity"); or

(iii) upon thirty (30) days' prior written notice by CyberLynk in the event that Referral Partner fails to achieve and to maintain any applicable minimum requirement as set forth in the Referral Description.

- (d) Upon termination of this Agreement pursuant to Section 8(b) and provided Referral Partner continues to comply with the terms and conditions of this Agreement, CyberLynk will remain obligated to pay Commissions for each Referral Customer that was referred to CyberLynk prior to the date of termination; provided, however, that each such Referral Customer was referred to CyberLynk in accordance with all the terms and conditions of this Agreement. Upon termination of this Agreement pursuant to Section 8(c), CyberLynk shall have the right to terminate all Commission payments to Referral Partner immediately upon such termination.
- (e) Notwithstanding a termination of this Agreement pursuant to this Section 8, Referral Partner shall remain obligated to indemnify CyberLynk pursuant to Section 10(a) for all claims described therein, including, without limitation, claims arising from or related to the events or occurrences that give rise to such termination.

9. Limitation of Liability.

EXCEPT WITH REGARD TO REFERRAL PARTNER'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, AND WITH THE EXCEPTION OF ANY DAMAGES ARISING FROM THE BREACH BY REFERRAL PARTNER OF THE CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 8, NEITHER PARTY NOR ITS AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THIS AGREEMENT, OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. CYBERLYNK'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL COMMISSIONS PAID BY CYBERLYNK TO REFERRAL PARTNER WITHIN THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. Notwithstanding the foregoing, CyberLynk shall have no liability to Referral Partner whatsoever (including, without limitation, for any claim for Commissions due) as a result of (i) the discontinuance, unavailability or failure of any Services, (ii) any adjustments by CyberLynk to the terms and conditions of any Services, (iii) the failure by CyberLynk to accept any prospective Referral Customer or any order for Services, (iv) the failure by CyberLynk to provide or to continue to provide any Services to a prospective or current Referral Customer due to an initial or continuing credit approval process or due to termination or assignment of such Referral Customer's agreement with CyberLynk, or (v) any non- CyberLynk products or services marketed, sold or licensed by Referral Partner.

10. Indemnification.

- (a) Referral Partner shall indemnify, defend, and hold harmless CyberLynk and its affiliates and its and their respective directors, officers, employees, agents and representatives from any and all claims,

demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them as a result of or arising out of or relating to or in connection with:

(i) Referral Partner's default under any provision in this Agreement, breach of any warranty or representation in this Agreement, or failure in any way to perform or breach of any obligation under this Agreement; and
(ii) the acts, omissions or misrepresentations of Referral Partner or its affiliates, directors, officers, employees, agents or representatives.

- (b) CyberLynk shall indemnify, defend and hold harmless Referral Partner from and against any third-party claim, action, suit or proceeding ("Claim") by a Referral Customer originated by Referral Partner pursuant to this Agreement, which Claim is directly related to CyberLynk's provision of the Services to such Referral Customer; provided, however, that CyberLynk shall not have any obligation to indemnify Referral Partner pursuant to this Section 10(b) if any such Claim was caused by any event or occurrence for which Referral Partner would be required to indemnify CyberLynk pursuant to Section 10(a) or was the result of Referral Partner's gross negligence or willful misconduct. CyberLynk's obligation to indemnify Referral Partner pursuant to this Section 10(b) is contingent upon (i) Referral Partner providing CyberLynk prompt written notice of any Claim and (ii) Referral Partner providing CyberLynk, at CyberLynk's expense, all information and assistance reasonably requested by CyberLynk for CyberLynk to defend or to bring a countersuit in conjunction with such Claim. This Section 10(b) sets forth the sole and exclusive remedy of Referral Partner and, together with Section 9, the entire obligation and liability of Referral Partner as to any Claims by a Referral Customer related to CyberLynk's provision of the Services.

11. Miscellaneous.

- (a) All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person, when received by mail, postage prepaid, registered or certified mail, return receipt requested, or when received by an internationally recognized courier service, and proof of delivery received by the noticing Party.
- (b) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be restated to reflect as nearly as possible the original intent of the Parties and the remainder of the provisions shall remain in full force and effect.
- (c) Other than in connection with seeking equitable relief to enforce rights involving Confidential Information or intellectual property rights, the Parties agree that any and all disputes arising out of or relating to this Agreement that are not resolved by their mutual agreement may be submitted to binding arbitration, in accordance with the then Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted, in English, in Milwaukee, WI. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having in personam and subject matter jurisdiction.
- (d) Referral Partner acknowledges that CyberLynk, its affiliates, and third party providers own and retain all trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights in or associated with CyberLynk, its affiliates, and the third party providers, respectively, as applicable, and agrees that it will not at any time during or after the Term assert or claim any interest in such proprietary rights or do anything that may adversely affect CyberLynk, its affiliates, or the third party providers (including, without limitation, any act or assistance to act which may infringe or lead to the infringement of any of the proprietary rights of CyberLynk, its affiliates, or the third party providers).
- (e) Referral Partner may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of CyberLynk. CyberLynk shall have the right to assign this Agreement or any rights or obligations hereunder and shall give notice of such assignment to Referral Partner.
- (f) No failure to pursue any remedy resulting from a breach of this Agreement by the non-breaching Party shall be construed as a waiver of that breach by the non-breaching Party nor as a waiver of

any subsequent or other breach unless such waiver is in writing and signed by the non-breaching Party.

- (g) Neither Party shall be liable for any failure or delay in performance (other than with respect to payment obligations) due to circumstances beyond its reasonable control, which shall include, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences.
- (h) The obligations contained in Sections 5, 6, 9, 10, and 11 shall continue in force notwithstanding the termination of this Agreement.
- (i) Neither the course of conduct between the Parties nor trade practice shall act to modify any provision hereunder. The terms and conditions of this Agreement, including all Exhibits, shall prevail notwithstanding any conflicting terms and conditions of any order form or other form for order solicitation submitted by Referral Partner to CyberLynk. This Agreement and any addenda or order forms accepted hereunder constitute one and the same legally binding instrument and the entire agreement between Referral Partner and CyberLynk, and supersede all prior oral or written agreements between the Parties with respect to the matters provided for herein. Unless otherwise provided in this Agreement, no modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed by CyberLynk.

Referral Partner

Date: _____
Referral Partner ID: _____
Signature: _____
Print Name: _____
Title: _____
Company Name: _____
Federal EIN or SSN: _____
State of Organization: _____
Qualified to do business in State(s) of: _____

Date: _____
CyberLynk Network, Inc.
Signature: _____
Print Name: _____
Title: _____

INSTRUCTIONS

Please print, sign, date, fax or email to CyberLynk (414-858-9336) – Sales@CyberLynk.net. Mail original to CyberLynk at address included below.

CyberLynk Network, Inc.
10125 S. 52nd Street
Franklin, WI 53132
US
Fax: 414-858-9336 or: Sales@CyberLynk.net
Phone: 800-862-5965

EXHIBIT A
REFERRAL DESCRIPTION

This Referral Description may be amended from time to time by CyberLynk in accordance with Section 1 of the Agreement to which this Exhibit is attached. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

1. Services.

In accordance with the terms and conditions of the Agreement, Referral Partner is authorized to provide Referral Services to CyberLynk for the following Services, as more particularly described on the Referral Rules and Regulations Website and/or in the Referral Materials:

All collocation, dedicated servers and managed services defined on the CyberLynk.net website and offered by CyberLynk's family of companies.

2. Commissions.

Subject to Sections 1, 2, 4, and 8 of the Agreement and the terms and conditions of this Referral Description, CyberLynk shall pay the following Commissions to Referral Partner for qualified referral leads for the Services accepted, provisioned, billed, and collected by CyberLynk:

- a. CyberLynk will pay to Referral Partner a one-time Commission of 100 percent (100%) of the Referral Customer's Billed Monthly Recurring Revenue (as defined below) for each Referral Customer that Referral Partner refers to CyberLynk for Services that result in such Referral Customer signing up and utilizing services with CyberLynk that contractually obligates the Referral Customer to pay monthly revenue for the applicable Services ordered from CyberLynk for a minimum term of twelve (12) months (the "Required Minimum Contract Term"); provided, however, that CyberLynk may charge back to Referral Partner the amount of any such Commission (and set-off such amount as provided in Section 4 below) in the event the Referral Customer terminates its written agreement with CyberLynk without cause within the initial six (6) months of the Required Minimum Contract Term.
- b. "Billed Monthly Recurring Revenue": The amount determined by the average of the Billed Monthly Revenue (as defined below) for each of the first two (2) months of the applicable Referral Customer agreement with CyberLynk.
- c. "Billed Monthly Revenue": The amount consisting solely of the base monthly recurring fees billed to Referral Customer for the Services ordered, after application and deduction of all discounts, credits and other promotions offered by CyberLynk in connection with such Services. By way of illustration, but not limitation, Billed Monthly Revenue would exclude taxes, set-up fees, fees for local loop services and fees for additional add-on services such as [extra bandwidth and space rental fees and additional hourly support charges. On sales over \$10,000 in billed monthly recurring revenue, CyberLynk will pay to Referral Partner the Commission, which may be adjusted to reflect the margin or price discounts of the sale.

3. Payment of Commissions.

CyberLynk will use commercially reasonable efforts to pay Commissions due and owing to Referral Partner approximately thirty (30) days from the end of the month from which CyberLynk receives the second month's payment from the Referral Customer. Notwithstanding the foregoing, in addition to the adjustment permitted in Section 4 below, CyberLynk reserves the right to (i) without notice, set-off against any Commissions payable to Referral Partner hereunder any amount due CyberLynk by Referral Partner, including, without limitation, the amount of any previous Commissions paid to Referral Partner in error and the amount of any chargebacks permitted pursuant to Section 2 above and Section 4 below and (ii) withhold the last month's payment of Commissions owed to Referral Partner for a period of up to six (6) months in order to determine whether any set-off or other chargebacks are necessary, including, without limitation, chargebacks permitted pursuant to Section 4 below.

4. Adjustment for Collected Amounts.

Notwithstanding anything to the contrary herein or in the Agreement, CyberLynk reserves the right, at any time and from time to time, to (i) compare the Billed Monthly Revenue upon which the Commissions are based and paid to Referral Partner to the actual amount of such Billed Monthly Revenue paid by the applicable Referral Customer to CyberLynk (the "Collected Monthly Revenue") and (ii) if the amount of the commissions that would have been paid to Referral Partner if such commissions were based upon the Collected Monthly Revenue is less than the amount of Commissions actually paid to Referral Partner, CyberLynk may charge back to Referral Partner the difference in amount. Referral Partner agrees to pay CyberLynk any amounts charged back within thirty (30) days of receiving notice of the chargeback amount.

EXHIBIT B
GUIDELINES REGARDING USE OF CYBERLYNK'S SERVICE MARKS

These Guidelines may be amended from time to time by CyberLynk in accordance with Section 1 of the Agreement to which this Exhibit is attached. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.

1. Referral Partner acknowledges that CyberLynk and its affiliates own all right, title and interest in and to certain intellectual property of CyberLynk and its affiliates, including, without limitation, all CyberLynk Network, Inc. ("CyberLynk") trademarks, trade names, service marks, trade dress or other designation, copyrights, trade secrets, patents, advertising material and all goodwill, if any, associated with any and all of the foregoing, in each case, whether presently existing or later developed by CyberLynk or its affiliates (collectively, the "CyberLynk Intellectual Property"). Nothing contained herein shall give Referral Partner any right, title or interest in any CyberLynk Intellectual Property or, except as provided in the Agreement and these Guidelines, any rights to use any CyberLynk Intellectual Property in any way, including, without limitation, in any advertising, marketing or publicity materials of any kind. Referral Partner covenants not to prejudice or impair the interests of CyberLynk in the CyberLynk Intellectual Property. At no time shall Referral Partner challenge or assist others to challenge any of the CyberLynk Intellectual Property or the registration thereof or attempt to register any trademark, trade name or any other mark confusingly similar to any of the CyberLynk Intellectual Property.
2. CyberLynk authorizes Referral Partner, solely in connection with marketing the Services (as defined in the Agreement) and soliciting orders therefor pursuant to the Agreement on the Internet or any print or electronic media and subject to the terms and conditions of the Agreement and these Guidelines, to use, on a nonexclusive basis, certain service marks of CyberLynk only in a manner and form as CyberLynk may establish from time to time (the "Applicable CyberLynk Marks"). If CyberLynk, in its sole and absolute judgment, believes the Applicable CyberLynk Marks are being used by Referral Partner in a manner that jeopardizes, or would reasonably be likely to jeopardize, the valuable goodwill and reputation of CyberLynk and its affiliates and its and their respective brands and names, CyberLynk may, upon written notice to Referral Partner, immediately terminate Referral Partner's right to use the Applicable CyberLynk Marks. If Referral Partner fails to terminate its use of the Applicable CyberLynk Marks when required pursuant to the preceding sentence, CyberLynk may immediately terminate the Agreement.
3. Referral Partner agrees not to use the Applicable CyberLynk Marks in a merely descriptive manner, including, without limitation, to describe any feature, attribute, or component of the Services; rather, the Applicable CyberLynk Marks shall be used solely to designate the source of the Services and only as approved by CyberLynk pursuant to Section 4 below.
4. All advertising and promotional material to be used by Referral Partner that bears the Applicable CyberLynk Marks or references CyberLynk Network, Inc, or the Services (including advertising and promotional material on the Internet) shall either be prepared by CyberLynk or, if prepared by Referral Partner, its use shall be subject to the express prior written approval of CyberLynk. Referral Partner may not alter or otherwise modify any such advertising or marketing materials which it is authorized to use without the express prior written consent of CyberLynk.