SALES REFERRAL AGREEMENT

This Sales Referral Agreement (this "Agreement") is made effective as of _____ (the "Effective Date") by and between **Enterprise Integration, Inc.** with offices at 7601 Centurion Parkway, Jacksonville, FL 32256 ("Enterprise Integration" or "EI") and _____ located at: _____ ("Referrer").

IN CONSIDERATION OF the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged the parties here to agree as follows:

1. **Referrers**

    a. Subject to the terms and conditions of the Agreement, Referrer may from time to time refer potential customers ("Potential Customers") (as defined below) to Enterprise Integration. Referrer shall give Enterprise Integration written notice of Potential Customers through email return receipt requested.

    b. A Potential Customer is defined as having the following characteristic:

    c. Need for EI services as defined by criteria provided by EI to Referrer of which said criteria may change at any time based upon EI's sole discretion.Enterprise Integration, in its sole discretion, shall have the option to enter into, or decline to enter into, an agreement with any Potential Customer. In the event Enterprise Integration declines, for any reason, to enter into an agreement with any Potential Customer, Enterprise Integration shall have no obligation to Referrer under this Agreement or otherwise with respect to such Potential Customer.

    d. If (a) such Potential Customer has (i) not previously entered into an agreement with Enterprise Integration; (II) not previously been referred or introduced to Enterprise Integration in writing by any other person; (III) not been engaged by Enterprise Integration in any marketing discussions regarding provision of the Enterprise Integration services or products; and (III) not previously been documented as a Customer (as defined below); and (b) Enterprise Integration enters into an agreement with any such Potential Customer, upon such terms and conditions acceptable solely to Enterprise Integration and such Potential Customer, within sixty (60) days of such Potential Customer being referred to Enterprise Integration by Referrer, such Potential Customer shall be considered a "Customer" for purposes of this Agreement and Enterprise Integration shall pay a fee to Referrer as set forth below in Section 2.

    e. In the event a referral of a Potential Customer is disputed among one or more Referrers, finders or other persons, Enterprise Integration alone shall determine which party, based solely upon who first provided it with written notice of such Potential Customer, is entitled to a fee, if any, with respect to such Potential Customer.

f.   Referrer acknowledges and agrees that no license is granted under this Agreement to use or access the Enterprise Integration products and services, any of Enterprise Integration's proprietary information or materials embodied therein, or any data, information, or other content provided thereby. As between Enterprise Integration and Referrer, Enterprise Integration retains all right, title, and interest in and to the Enterprise Integration products and services and all know-how, trade secrets, technology, data, information, or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and Referrer acknowledges that it neither owns nor acquires any rights in or to the Enterprise Integration products and services. Referrer further acknowledges that Enterprise Integration retains the right to use the Enterprise Integration products and services for any purpose in Enterprise Integration's sole discretion.

2.   **Compensation**

a.   Referrer shall be entitled to two percent (2%) of the gross margin actually paid per month by the referred Customer to Enterprise Integration pursuant to the contract entered into by Enterprise Integration with such Customer (the "Referrer Fee"), up to fifteen thousand dollars ($15,000). The number of monthly Referrer Fee payments shall be based upon the number of months in the term of the referred Customer contract. In no event, however, shall the number of monthly Referrer Fee payments exceed twelve (12) per referred Customer contract.

b.   Enterprise Integration shall pay the Referrer Fee to Referrer on the following dates (each such date shall be a "Payment Date"), in a given calendar year: on the 15th of each month. Commencing on the first Payment Date following the commencement of an agreement, Enterprise Integration shall pay Referrer the Referrer Fee earned on the first payment collected by Enterprise Integration. The Referrer shall not be entitled to any payment from Enterprise Integration except as specifically provided herein. Referrer shall be responsible for all of its costs and expenses in connection with this Agreement, Potential Customers and Customers.

c.   Referrer shall be solely responsible for all national, state or local sales, use, value-added, personal property or other taxes or levies applicable to any consideration paid or payable by Enterprise Integration hereunder or which Enterprise Integration may otherwise be required to pay or collect upon the payment of any amount hereunder. Should any such tax or levy be assessed against Enterprise Integration, Referrer agrees to pay such tax or levy and indemnify Enterprise Integration against losses or expenses associated with any claim for such tax or levy.

3.   **Term and Termination**

a.   The initial term of this Agreement shall be one (1) year from the Effective Date and shall be renewed there after automatically on a month-to-month basis, unless sooner terminated as here in after provided, subject to and upon the conditions specified herein.

b. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. Upon termination of the Agreement, a list shall be prepared of all pending unfinished business involving any Customers or Potential Customers introduced by Referrer (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referrer Fees after the termination of this Agreement); provided, however, Referrer shall cease to be entitled to any Referrer Fees due to it as of the date of termination if this Agreement is terminated by Enterprise Integration for cause as hereinafter defined. As used herein, "cause" shall mean any breach of this Agreement by Referrer. In no event shall the above referenced list include any parties that were not identified to Enterprise Integration by Referrer as Potential Customers in writing prior to giving the termination notice.

4. **Acting as Finder Only: Non-Exclusivity**

   a. It is understood that Referrer is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on Enterprise Integration's behalf, or to negotiate the terms of Potential Customers' agreements with Enterprise Integration on behalf of Enterprise Integration. Referrer shall not make (i) any false or misleading representations about the Enterprise Integration products or services to Potential Customer or others; or (ii) any representations, warranties or guarantees with respect to the Enterprise Integration products and services, Enterprise Integration or any of Enterprise Integration's obligations to any third party that are not consistent with the terms of this Agreement. Referrer acknowledges and agrees that Enterprise Integration derives substantial value from the goodwill associated with the Enterprise Integration products and services. Referrer will undertake all measures necessary to ensure that its promotional activities hereunder conform to industry standards of professionalism and fair practices, and Referrer understands that Enterprise Integration will have the right to terminate this Agreement, for cause, in the event that Enterprise Integration determines in its reasonable discretion that Referrer has failed to meet any of the foregoing standards of this Section. Referrer hereby agrees to indemnify, defend, and hold Enterprise Integration harmless and from any claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by, and any statements, representations, or warranties made by Referrer or the breach thereof.

   b. This Agreement is non-exclusive. Referrer acknowledges that Enterprise Integration may enter into referral agreements or similar arrangements with other parties and that Referrer shall have no rights under such agreements or to any fees for customers referred to Enterprise Integration by others or identified by Enterprise Integration itself.

5. **Relationship**

Referrer is and shall be deemed an independent contractor of Enterprise Integration. Referrer and Enterprise Integration expressly intending that no employment, partnership, or joint venture relationship is created by this Agreement, hereby agrees as follow: (i) neither Referrer nor anyone employed by or acting for or on behalf of Referrer shall ever be construed as an employee of Enterprise Integration and Enterprise Integration shall not be liable for employment taxes respecting Referrer or any employee of Referrer; (ii) Referrer shall not make any commitment or incur any charge or expense in the name of Enterprise Integration without the prior written approval of Enterprise Integration; (iii) Referrer expressly acknowledges and agrees that except to the extent expressly provided herein, neither Referrer nor anyone employed by or acting on behalf of Referrer shall receive or be entitled to any consideration, compensation or benefits of any kind from Enterprise Integration.

6. **Indemnification and Limitation of Liability**

Referrer shall indemnify, defend and hold Enterprise Integration (and all officers, directors, employees, other referrers, and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) Referrer's performance of this Agreement, default under any provision herein, breach of any representation or warranty herein, or violation of applicable law. Referrer shall not enter into any stipulated judgment or settlement that purports to bind Enterprise Integration without Enterprise Integration's express written authorizations, which shall not be unreasonably withheld or delayed.

UNDER NO CIRCUMSTANCES SHALL ENTERPRISE INTEGRATION BE LIABLE TO REFERRER FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, THAT RESULT FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS CONTEMPLATED HEREIN. WITHOUT LIMITING THE FOREGOING, THE CUMULATIVE LIABILITY OF ENTERPRISE INTEGRATION TO REFERRER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL CASH AMOUNT PAID TO REFERRER BY ENTERPRISE INTEGRATION UNDER THIS AGREEMENT DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY OR (II) ONE THOUSAND DOLLARS (U.S. $1,000.00). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Enterprise Integration acknowledges and understands that Referrer is not liable for the actions or omissions of a Potential Customer or Customer except to the extent such Potential Customer or Customer's actions or omissions result from any Referrer representation, statement, action, or omission.

7. **Miscellaneous**

   a. Entire Agreement

   This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This Agreement supersedes all prior communications or agreements written or oral, and is intended as a complete and exclusive statement of the terms of the Agreement between the parties. In the event of conflict between this Agreement and any other agreement, document, material, or statement between the parties, this Agreement shall control except for a valid amendment as set forth above.

   b. Notice

   All notices given and requests made hereunder (i.e., notices of default, termination, renewal, non-renewal and indemnification) must be sent in writing and must be delivered or sent either by nationally recognized overnight courier or registered or certified United States mail, return receipt requested, postage prepaid. All notices to either party shall be delivered to their respective addresses listed above. The parties may change their address by notice delivered to the other party. Any notice or request sent by registered or certified United States mail, return receipt requested, postage prepaid shall be deemed given on the date of receipt or refusal as indicated on the return receipt. Any notice or request sent by overnight courier service shall be deemed given on the date of receipt or refusal of the same. Notwithstanding the foregoing, day-to-day communications and notifications under this Agreement (including notices of Potential Customers, but excluding notices of default, renewal, non-renewal, termination and indemnification) may be made through other means, including through email.

   c. Confidentiality

   Referrer acknowledges that by reason of its relationship to Enterprise Integration hereunder, it may have access to certain information and material concerning Enterprise Integration's business, plans, customers, technology and products that are confidential and of substantial value to Enterprise Integration, which value would be impaired if such information were disclosed to third parties. Referrer agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Enterprise Integration. In the event of termination of this Agreement, there shall be no use or disclosure by Referrer of Enterprise Integration and disclosure by Referrer of any confidential information of Enterprise Integration and any materials related to Enterprise

Integration shall be immediately returned to Enterprise Integration. Referrer acknowledges that the provisions of this Section are reasonable and necessary for the protection of Enterprise Integration and that Enterprise Integration will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, Referrer agrees that, in addition to any other relief to which Enterprise Integration may be entitled in the form of actual or punitive damages, Enterprise Integration shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining Referrer from any actual or threatened breach of such provision. The terms of the Section shall survive termination of this Agreement.

d. Representations, Warranties and Covenants

Referrer represents, warrants and covenants to Enterprise Integration that at the Effective Date and continuing for the term of this Agreement that neither the execution and delivery of this Agreement nor the sale of Enterprise Integration services in accordance with the terms of this Agreement violates or will violate the provisions or obligations of any other agreements to which Referrer is a party or by which it is bound, and that Referrer will comply with all applicable laws in connection with its performance under this Agreement, and dealing with Potential Customers and Customers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENTERPRISE INTEGRATION DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION OR ACCURACY OF ANY INFORMATION PROVIDED HEREUNDER.

e. Successor and Assigns

Referrer shall not assign this Agreement or delegate any of its duties hereunder without the prior written consent of Enterprise Integration. Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto.

f. Governing Law

The laws of the State of Florida shall govern this Agreement without giving effect to the choice of laws provisions thereof. Referrer agrees to submit to the jurisdiction of the state or federal courts of or for Jacksonville, Florida.

g. Authority

If either party is a corporation or limited liability company, each person executing this Agreement on behalf of such party hereby covenants, represents and warrants that such party is duly formed or duly qualified and that each person executing this Agreement on behalf of such a party is an officer or member of such party and is duly authorized or execute, acknowledge and deliver the Agreement to the other party.

h. Counterparts

This Agreement may be executed in one or more counterparts and facsimile signatures shall be sufficient to indicate acceptance by the parties, each of which shall be original and all of which shall constitute one and the same instrument named below.

i. Entire Agreement

This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise not contained in this Agreement, and no changes or modifications to this Agreement, shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

Enterprise Integration, Inc.

By: Name: Title:

Date:

Referrer:

By: Name: Title:

Date:

*Tax & Payment information: Make checks

payable to:

_____

Address we can mail your checks:

_____