



AUTHORIZED SALES REPRESENTATIVE AGREEMENT

THIS AUTHORIZED SALES REPRESENTATIVE AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 20____ (the "Effective Date"), between _____ (the "Agent") and Hivelocity, Inc., a Florida limited liability company (the "Company").

WHEREAS, Company is in the business of selling telecommunications products and/or services ("Company Services") to individuals and businesses throughout the World, and Company desires to authorize Agent to sell Company Services, as a non-exclusive agent of the Company, subject to the terms and conditions contained in this Agreement; and

WHEREAS, Agent is interested in selling Company Services on behalf of Company, in accordance with the terms of this Agreement, and Agent understands that Company Services include all products and services which Company authorizes Agent to sell and for which Company receives a commission for such sale.

NOW THEREFORE, the parties, in recognition of the mutual covenants set forth in this Agreement, and with the mutual desire to prevent the burdens and costs of future litigation, agree as follows:

1. AGREEMENT

This Agreement consists of this Authorized Sales Representative Agreement and any exhibits, addenda, or other attachments signed by both parties and attached hereto.

2. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year commencing on the Effective Date and shall be renewed automatically thereafter for succeeding terms of one (1) year unless terminated as follows:

- a. Company may terminate this Agreement at any time in the event Agent (i) misrepresents any policies or offerings of Company or (ii) breaches any provision of this Agreement; and upon termination of this Agreement pursuant to this subparagraph 2.a., all Agent's rights hereunder, including, but not limited to, any and all rights to commissions, shall immediately terminate.
- b. Company or Agent may terminate this Agreement at any time and for any reason, or for no reason, by providing written notice to the other party at least thirty (30) days prior to the effective date of such termination, and unless Company terminates this Agreement earlier pursuant to subparagraph 2.a. above, Agent shall continue to receive commissions pursuant to the terms set forth in Section 4 of this Agreement for sales of Company Services by Agent prior to such termination to customers generated by the Agent.

3. AUTHORIZATION AND DUTIES

Agent is authorized to market and promote the Company Services. Agent will make reasonable efforts to market

Initials: _____ Company

Initials _____ Agent

Page 1 of 7



Company Services. During the term of this Agreement, Agent shall sell Company Services offered by Company.

Company grants to Agent a limited license to use Company's name and federally registered and protected service marks and any other service marks that Company may authorize, ONLY in connection with obtaining customer orders for Company Services on behalf of the Company. In the event Agent uses any of Company's assets or service marks in violation of the above, it will be considered a material breach of this Agreement and all Agent's rights hereunder, including, but not limited to, any and all rights to commissions, shall immediately terminate.

4. COMPENSATION

As compensation for Agent's services, Company will pay commissions to Agent according to the commission schedule ("Commission Schedule"), attached hereto as Exhibit A, and based on the commission payments received by Company for sales of Company Services to customers generated by the Agent. Commissions may change from time to time as dictated by Company. In any event or in the event of any change with respect to any Service Provider contract with Company, as it relates to any Company Service sold by Agent, the Agent's compensation may be reassessed, at the sole discretion of Company, and made a part of this Agreement by attaching a revised Commission Schedule signed by the Company reflecting the reassessed compensation. Agent will be notified of such amendment to this Agreement via e-mail, US Mail, through the Agent's web portal, or through other means of notice pursuant to Section 15 of this Agreement.

Upon Company's receipt of a payment from a Service Provider for a Customer Service sold by Agent, payment to the Agent for its share of the commission shall be remitted to Agent in the next customary payment to Agent or as soon as reasonably possible, whichever is sooner. As long as Company is receiving payments from customers brought to Company by Agent, Agent will continue to be paid its portion of such associated commission payments. In the event a customer or Service Provider should default on or discontinue commission payments to Company for any reason or if Company is directed by Service Provider or customer to cease commission payments to Agent, then Agent shall not be entitled to any commissions related to such Service Provider and customer and Company will not be liable to Agent for such commissions.

For as long as commissions are payable to Agent pursuant to this Agreement, Company reserves the right to offset the commissions payable to Agent pursuant to this Agreement as follows:

- a. Company may offset the commissions otherwise payable to Agent by any charges, costs, expenses, fees, including, but not limited to, attorney fees and allocable costs of in-house counsel, or penalties resulting from actions of Agent.
- b. Company may offset the commissions otherwise payable to Agent by the amount not remitted to Company by Company's customer or Service Provider; however, Agent will receive a pro rata share of any commissions recovered from a Service Provider or customer should such an event take place, if the Agent would have been entitled to commissions related to such Service Provider or customer.
- c. Company may offset the commissions otherwise payable to Agent by any amounts that Agent was overcompensated as a result of a customer default, error in commission determination,

Initials: _____ Company

Initials _____ Agent

Page 2 of 7



Service Provider chargeback, customer termination, or any other reason.

- d. Without limiting any of the foregoing, Company may offset commissions otherwise payable to Agent by any amounts Agent may owe to Company pursuant to this Agreement.

5. NON-CIRCUMVENTION

During the term of this Agreement and for a period of two (2) years immediately following the date upon which this Agreement is terminated, Agent shall not directly or indirectly solicit or attempt to solicit any customer generated by Agent to move such customer's account(s) with Company to a new service provider outside the portfolio of the Company's Service Providers (an "Outside Provider") Any breach of the foregoing terms of this non-circumvention provision by Agent shall be deemed a material breach of this Agreement and all Agent's rights hereunder, including, but not limited to, any and all rights to commissions, shall immediately terminate.

6. TRADE SECRETS AND NON-DISCLOSURE

The Agent acknowledges that a confidential relationship exists between the Agent and the Company by virtue of the relationship contemplated by this Agreement and that Agent is subject to any and all of the limitations and obligations contained in that certain Non-Disclosure Agreement between Company and Agent executed by Agent.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

Agent will indemnify, defend, and hold harmless Company, including, but not limited to, all its officers, directors, employees, agents, and affiliates, from and against any and all claims, demands, actions, damages, losses, assessments, charges, liabilities, costs, and expenses, including, but not limited to, interest, penalties, and attorneys' fees, which at any time may be asserted against or suffered by any or all of them, and which arise as a result of Agent's actions in the performance of Agent's duties hereunder. Unless otherwise provided for in this Agreement, neither party will be liable for consequential, incidental, special, or indirect loss or damage of any kind. Company will have no liability to Agent for commissions that might have been earned under this Agreement due to the inability or failure of Company's Service Providers to provide services to any person or legal entity solicited by Agent or in the event of discontinuation or modification of such services. Nothing in this Agreement shall be construed to create a third party beneficiary relationship with any of Agent's customers.

8. AMENDMENT

Unless otherwise permitted pursuant to the terms of this Agreement, this Agreement may be amended only in writing and signed by Company and Agent.

9. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Agent for Company, and contains, together with any attachments hereto, all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever.

Initials: _____ Company

Initials _____ Agent

10. WAIVER

The terms, covenants, representations, and warranties of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of either party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same.

11. GOVERNING LAW; VENUE

The laws of the State of Florida will govern the validity and construction of this Agreement and of the rights and duties of Company and Agent. Jurisdiction and venue of any suit or action arising out of this Agreement or the performance rendered by either party pursuant to this Agreement shall lie exclusively in Hillsborough County, Florida and Company and Agent, by execution of this Agreement, irrevocably consent to the personal jurisdiction of any federal or state court of such venue.

12. NON-ASSIGNABILITY

No whole or partial assignment of this Agreement or of any right, duty, or obligation of performance arising under it may be made without the prior written consent of the non-assigning party. Notwithstanding the foregoing, (i) Agent may assign, without the consent of Company, its rights to payments arising from this Agreement; and (ii) Company may assign, without the consent of Agent, its rights and obligations under this Agreement to any of its Affiliates, successors through merger, or acquirers of substantially all of its assets. This Agreement shall inure to the benefit of and be binding on the parties' successors and assigns.

13. ADVICE OF COUNSEL

Each party acknowledges and agrees that he, she, or it has given mature and careful thought to this Agreement and that he, she, or it has been given the opportunity to independently review this Agreement with his, her, or its own independent legal counsel.

14. SEVERABILITY

If any portion or provision of this Agreement shall be adjudged invalid, illegal, or unenforceable by a court of competent jurisdiction, and if such provision can be rendered enforceable by limiting its scope, then such provision shall be deemed revised to incorporate such limitation and shall be enforced to the full extent possible consistent with such limitation. In the event that any such provision cannot be rendered valid and enforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of any other portion of this Agreement, and this Agreement shall be construed, to the extent possible, as if such provision were not contained herein.

15. NOTICES

All notices, demands, and other communications required or contemplated by this Agreement shall be in writing and shall be deemed given by the sender and received by the recipient: (i) upon receipt if delivered personally; (ii) by confirmed facsimile utilizing the number provided in this Agreement; (iii) upon confirmation of overnight delivery; or (iv) five days after mailed by first class registered or certified mail, return receipt requested or (v) via email if such email is responded to by the recipient party. Addresses and contacts for such notices are provided on the signature page below



[Signatures on Following Page]

Initials: _____ Company

Initials _____ Agent

Page 5 of 7



WHEREFORE, the parties have caused this Agreement to be executed by their authorized representatives.

COMPANY:

Hivelocity, Inc.
8010 Woodland Center Blvd Suite 700
Tampa, FL 33614
Phone: (813) 471-0355
Fax: (813) 902-6477

By: _____

AGENT:

_____ (print name/company)

_____ (address line 1)

_____ (address line 2)

_____ (address line 3)

Phone: () _____ - _____

Fax: () _____ - _____

By: _____ (signature)

_____ (print name),

as its _____ (print title, if any)



EXHIBIT A

COMMISSION SCHEDULE

Please see the attached Commission Schedule, subject to the below terms related to up-front bonuses, as follows:

In any event, Agent shall reimburse Company within thirty (30) days (or up to five (5) months if reimbursement is obtained all or partially via offset pursuant to Section 4 of the Agreement) after Agent receives notice that the payment was subject to a chargeback by the Service Provider.

Recurring commissions are paid as follows: 10% of Monthly Recurring Revenue less any licensing Revenue paid monthly and clawed back in the event of non-payment by customer or termination of customer by Company. Initial payment to Agent is made approximately 60 days following initial payment from customer and agent is paid retroactively for the first two months' payments.