

CHANNEL PARTNER AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____ by and between:

SUPPLIER: [Name of Supplier] [address] [city / state or province / zip or postal code] [name of contact person] [phone number] [fax number] [email]	CHANNEL PARTNER: [Name of Channel Partner] [address] [city / state or province / zip or postal code] [name of contact person] [phone number] [fax number] [email]
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WHEREAS:

- A. Channel Partner desires to sign up customers for Supplier's Internet services (the "Services") on the terms and conditions set forth in this Agreement, and represents to Supplier that it has the necessary expertise to undertake and perform its duties hereunder;
- B. Supplier is willing to pay Channel Partner a commission for each customer signed up by Channel Partner under this Agreement;
- C. Supplier wishes to retain the right to modify or eliminate its channel partner program (the "Program") at any time, and Channel Partner understands and acknowledges Supplier's right to do so;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Subject to the qualification requirements set out in paragraph 3 hereof, Supplier hereby appoints Channel Partner as an authorized representative of Supplier, to sign up customers for the Services under the Program.
2. For each customer who signs up for the Services for a term of twelve (12) months or longer, and contingent upon the installation of the Services and payment by the customer of at least two (2) months of Services, Supplier shall pay Channel Partner a commission in accordance with the terms and conditions set out in Schedule A hereto.
3. To remain in good standing under the Program, Channel Partner must sign up a minimum of ____ new Units per month. A "Unit" is defined as \$_____ of recurring monthly revenue ("RMR"), as defined in Schedule A to this Agreement. Supplier reserves the right to modify the minimum requirements in its sole discretion, upon ____ days' prior notice to Channel Partner.
4. Channel Partner agrees to comply with all Supplier policies and procedures and to follow the Program Guidelines set out in Schedule B hereto. In the performance of its obligations under this Agreement, Channel Partner will observe the highest level of integrity and fair dealing and will do nothing to discredit, dishonor, reflect adversely upon or in any way injure the reputation or business of Supplier.
5. Channel Partner acknowledges that any customers executing contracts with Supplier for the Services shall be customers of Supplier, and Channel Partner agrees not to solicit such customers on behalf of itself or any other entity for services competitive with Supplier's or attempt to disconnect such customers from Supplier's Services. In the event that Channel Partner contacts a customer in violation of this Section, Supplier will suffer immeasurable and irreparable harm. Therefore, Channel Partner agrees that in addition to any other damage which may be available to Supplier (including financial and injunctive relief), this Agreement may be terminated and Supplier's obligation to pay Channel Partner any commissions hereunder will cease upon such termination.

Channel Partner Initials: _____

6. Channel Partner acknowledges and agrees that Supplier has made no representations or guarantees with respect to the success, profitability or expected financial opportunities of Channel Partner's participation in the Program. Channel Partner assumes all business risks associated with the relationship, this Agreement and the performance of its duties hereunder.

7. Subject to earlier termination as hereinafter provided, the Term of this Agreement will be for a period of _____ years from the date of acceptance by Supplier. Thereafter, this Agreement will automatically renew for successive periods of _____ days each unless and until it is terminated by either party.

8. Either party may terminate this Agreement by giving the other party _____ days' prior written notice. In addition, this Agreement shall be automatically terminated if Supplier discontinues the Program, provided, however, that Supplier shall give Channel Partner _____ days' prior written notice of its intention to discontinue the Program and terminate the Agreement. In the event the Agreement is terminated, Supplier may hold back commissions payable to Channel Partner to ensure that funds are available to cover any applicable charge-backs, such commissions to be paid ninety (90) days from the date that Services for the last customer signed up by Channel Partner are installed.

9. Supplier reserves the right to terminate this Agreement if Channel Partner fails to sign up the minimum number of customers in any given calendar quarter.

10. Supplier may terminate this Agreement effective immediately in the event of:

- (a) the insolvency, bankruptcy, receivership or dissolution of Channel Partner;
- (b) any actual or attempted assignment to a third party by Channel Partner of this Agreement or any of its duties or obligations hereunder;
- (c) any breach or threatened breach by Channel Partner of any provision of this Agreement;
- (d) any misrepresentation made by Channel Partner to a customer or prospective customer;
or
- (e) if Channel Partner is an individual, the death or incapacity of Channel Partner.

THIS IS A 5-PAGE DOCUMENT.

Channel Partner Initials: _____