



PowerPartner™ Affiliate Marketing Agreement

After your acceptance of the terms and conditions set out in this PowerPartner™ Affiliate Agreement (Agreement), we agree to appoint you as an authorized, limited, marketing representative for ServInt (ServInt, we, us, our). This Agreement does not give you an exclusive territory. Other affiliates, resellers and agents can and will compete against you for the same or similar customers. Your customers (the Referred Customer) are free to become our direct customers. We will not directly and specifically target your customers. You agree that general advertising, if directed to more than one entity, is not specifically or directly targeting your customers. Any link or other method to sign up potential Referred Customers must require affirmative action on the part of the Referred Customer. New sign ups may not be automatically generated. The Term of this Agreement is month-to-month, and may be terminated by either party upon five business days written notice.

You are in charge of the products and services you choose to promote (Resold Services). We will pay you the amount set out in our Customer Portal (the Affiliate Fee) for each Referred Customer who contracts with us, passes our fraud screen, and pays for at least full two months of Resold Services. You understand that the Affiliate Fee can, and will, change frequently. The Affiliate Fee is calculated based on the amount set out in our Customer Portal on the Effective Date of the Referred Customer's agreement with us. The Affiliate Fee is based on the Referred Customer's initial purchase, unless the Referred Customer downgrades to a smaller solution within the first two months of service. In which case, the Affiliate Fee will be calculated based on the smaller solution. Any subsequent purchases made by the Referred Customer do not qualify for an Affiliate Fee.

The Affiliate Fee will be paid to you in the form of a cash payment, delivered via PayPal, or a hosting credit of equal value, applied against your monthly hosting bill. If you choose to receive your payment in the form of hosting credit, and your Affiliate Fee exceeds your monthly bill, the Affiliate Fee will be carried forward and applied to subsequent monthly bills. We will pay the Affiliate Fee to you after we have received the second full month's payment, or, in the case of prepaid accounts, two months after the Referred Customer's initial purchase. Cash payments made via PayPal will be issued monthly. If you are a ServInt client who has chosen a cash payout, and your account is past due, any applicable payout will be applied to your outstanding balance first – and then the remainder will be issued via PayPal. We will only pay the Affiliate Fee to you if the Referred Customer provides us with your unique referral code, has not been a

customer of ours within the previous 12 months, and actually pays for the Resold Services. Affiliate Fees for the PowerPartner™ Program are paid only for new Referred Customers, and are not retroactive to prior purchases or programs. Our sole and exclusive obligation to you is to pay you the Affiliate Fee, if due. If you terminate your agreement with us and there are Affiliate Fees due you, those Affiliate Fees will be forfeited.

Purchases made by customers using a promotional code have a 90-day payment verification time period, rather than the standard 60 days, prior to calculation of payment or hosting credit.

During the Term of this Agreement, we will, at our discretion, provide you with marketing materials that you may use to promote the Resold Services (Marketing Materials). We grant to you a non-exclusive, revocable, non-transferable, non-sub licensable right and license to use the Marketing Materials for the sole purpose of advertising, promoting and/or marketing the Resold Services. You agree to use the Marketing Materials only in accordance with our guidelines and in the exact form that we provide them to you. While we will use reasonable efforts to create Marketing Materials with effective tracking codes, we are not responsible for any Affiliate Fees should those tracking codes fail to operate correctly, or should a particular Referred Customer modify its browser settings in such a way that the tracking codes are not transmitted to us. You agree not to use any of the Marketing Materials, or make any representations, warranties or other statements concerning us or the Resold Products, or any of our other products, services or our company, except as set out in this Agreement. We retain all right, title and interest in and to the Marketing Materials. You agree to make no filing or claim that contravenes our sole ownership interest in the Marketing Materials. In marketing, you agree to only use those methods that reflect positively on our brand. This means you may not use link farms, spamming, adware, stealware, hijacking, or other methods that are perceived within the internet community as unfair or unsavory. In your marketing efforts, you must identify yourself clearly, and comply with all relevant laws. In particular, you are required to comply with the regulations of the Federal Trade Commission as they relate to unfair and deceptive advertising practices, including, but not limited to, regulations regarding attribution in blogs. If you use email to market our services, each email must be individually generated, and the recipient must have a pre-existing relationship with you. You may not market to individuals who are under the age of eighteen. We own the trademarks “ServInt,” “FlexVPS,” “FlexDedicated,” “SimpleScale,” and all other marks associated with our brand (“ServInt Marks”). You may only use the ServInt Marks if they are included in the Marketing Materials. All other uses require our written permission. In particular, you may not use the ServInt Marks as adwords, metatags or domain names, alone, or in conjunction with other words. You agree to indemnify us and hold us fully harmless for claims made against us based on your violation of this paragraph.

You may not make any claims, warranties, promises or other representations about the services we provide (Affiliate Warranty). Should your customer make a claim against us based on an Affiliate Warranty, you agree to indemnify us pursuant to the indemnification provisions of the Managed Services Agreement. You may not sign up “sub-affiliates” or use any other entities to market our services on your behalf. You will not be compensated for their efforts.

We are each independent contractors, and neither of us shall have any right, power or authority to act or create any obligation, express or implied on behalf of the other party.

This Agreement may be changed by us at any time. The following paragraphs of our [Terms of Service](#) are incorporated into this Agreement by this reference: 4 (regarding Termination); 5 (Warranties); 6 (Disclaimers); 7 (Limitation of Liability); 8 (Indemnification); 17 (Survival).