

Finder's Fee Agreement

Read through our Finders Fee Agreement below. If you are interested in signing up, Print the form, sign it, and fax it back to us at (734) 995-4088. We will process your Finders Fee Agreement within ten days.

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Silver Lining FINDER'S FEE AGREEMENT

Silver Lining Software, Inc. (Silver Lining)

7648 San Remo Pl. Orlando, FL 32835

Fax to: 407.209.3572

Partner ("Partner") _____
Address: _____

Contact: _____ E-mail: _____
Telephone: _____ Fax: _____

1. LEAD FORMS

Submission of a lead ("Lead") by a Partner will be made through submission of a completed form ("Lead Nomination Form"), instructions for which are attached hereto as [Attachment A](#), so that Silver Lining may contact the prospective customer and proceed with discussions. Lead Nomination Forms must be submitted at least one week prior to the execution date of a signed contract between the lead and Silver Lining to be eligible for consideration. Silver Lining will evaluate the qualifications of the Lead and will notify the Partner in writing or via email of its intent to accept or to reject such Lead. Once accepted, the Lead Nomination Form will be valid until the earlier of (a) expiration of 12 months, or (b) expiration of this Agreement. Lead Nomination Forms submitted for prospective customers whom Silver Lining has been working with or is in discussions with prior to receipt of the Lead will normally be rejected. Silver Lining shall have the exclusive right to accept or reject any Lead and will negotiate directly with a Lead unless otherwise agreed to in advance. The Partner may be asked to assist in the marketing effort.

2. FINDERS FEE

Where Silver Lining has accepted a Lead referred by the Partner that results in a Qualifying Contract, a Finder's Fee equal to five percent (5%) of the Revenue will be due to the Partner upon receipt of revenues as set forth below. "Qualifying Contract" means a contract for any Silver Lining services ("Services"), signed by Silver Lining and the potential Silver Lining client identified in the Lead, that generates \$5,000 or more in Revenue. (Such as client is hereinafter described as "Customer".) "Revenue" means non-refundable fees for services or licenses received by Silver Lining, including all retainer fees and service fees received as part of the Qualifying Contract. Revenue does not include revenues from reimbursed expenses. The Finder's Fee will initially accrue when Silver Lining receives Revenue from the Customer totaling \$5,000 or more, and will subsequently accrue upon each new receipt of Revenue from that Customer for a period of 12 months starting on the date upon which the Qualifying Contract is signed. Fee will be paid to Partner within thirty (30) days after the Revenue has been received by Silver

Lining. Silver Lining may delay payment of any or all of the Finder's Fee if Silver Lining believes that Customer may demand or be entitled to any adjustment, refund, or credit in relation to that Revenue. Any Finder's Fee paid will be refunded to Silver Lining by the Partner in the event that the Revenue receipts upon which the Finder's Fee was paid become the subject of an adjustment, refund or credit. In cases where only a portion of the original Revenue receipt is subject to adjustment, Partner is only required to refund the corresponding pro rata portion of the Finder's Fee to Silver Lining. In addition to the Finder's Fee, Partners may also be eligible for a sales commission.

3. TERM

The Term of this Agreement shall be for a period of two (2) years from the Effective Date, which shall be the date on which this Agreement is signed by Silver Lining.

4. CONFIDENTIALITY AND PUBLICITY

Partner will treat as confidential information related to the amount of any fees paid under this agreement and will use the same care to avoid disclosure as Partner exercises in regard to Partner's own confidential information. Partner agrees that Silver Lining may, at its option, list Partner as such in Silver Lining materials and on the Silver Lining website.

IN WITNESS WHEREOF, Silver Lining and Partner agree to the terms and conditions of this Agreement to be executed by their duly authorized representatives identified below.

Silver Lining Software, Inc.
("Silver Lining")

Partner ("Partner")

By: _____
Name: _____
Title: _____
Name: _____

By: _____
Name: _____
Title: _____
Name: _____