

This Referral Agreement ("Agreement") grants to the person or entity Referring Party identified below ("Referring Party") the right to refer to Elements CMS qualifying new customers ("Prospects") for the purchase of Elements CMS software products directly from Elements CMS in exchange for a Referral Fee ("Referral Fee"), as set forth below.

1. Referral of Prospects

1.1 To be eligible for a Referral Fee, a Referring Party must identify Prospects directly to Elements CMS by faxing a Prospect Referral Claim form to Sales Operations (see Exhibit A for attached sample form with instructions). Existing Elements CMS customers are not eligible as Prospects, neither are customers currently in the pipeline. Referring Party must successfully register each Elements CMS product sales lead referred to Elements CMS™. If the sales lead is approved, an email will be sent to Referring Party. An approved sales lead is hereinafter referred to as a "Qualifying Transaction" and eligible for a Referral Fee upon receipt of payment to Elements CMS for the applicable sale. All approval of sales leads are at Elements CMS's sole discretion.

1.2 Each Qualifying Transaction is only effective for a period of ninety (90) days from registration. If the sale does not close within such ninety (90) day period, the Qualifying Transaction will expire and Referring Party will need to complete the process in this Section 1.1 again in order to qualify for a Referral Fee.

2. Reserved Rights

2.1 This Agreement shall in no way limit Elements CMS's right to sell directly or indirectly any product or service to any current or prospective customers, including Prospects.

2.2 Elements CMS will not pay more than one (1) Referral Fee on any given Qualifying Transaction, and Elements CMS reserves the right to apportion a Referral Fee if more than one Referring Party has contributed to the close of a Qualifying Transaction.

2.3 A Referring Party may receive the Referral Fee only on the initial sale of Elements CMS software products. Fees for the performance of services (such as on-site professional service fees and costs, training costs; maintenance and support fees; maintenance and support renewal fees) and fees associated with subsequent product purchases are not eligible for Referral Fees.

3. Computation. Referral fees for any Qualifying Transaction shall be based on the net license revenue to Elements CMS.

4. Payment Terms. Elements CMS shall within thirty (30) days after receipt of payment from Prospect for the Elements CMS Products included in the Qualifying Transaction, remit the applicable Referral Fee to the Referring Party. All amounts payable by Elements CMS to Referring Party are subject to offset by Elements CMS against any amounts owed by Referring Party to Elements CMS.

5. Taxes. Referring Party shall be responsible for payment of all taxes to which the Referral Fee is subject. Referring Party agrees to indemnify and hold Elements CMS harmless against any taxes, including

penalties, duties and interest levied by any government on the Referral Fee.

6. No Other Rights. No other rights or licenses are granted to Referring Party under this Referral Agreement and this Referral Agreement does not grant Referring Party any right to resell or otherwise distribute any Elements CMS product, nor any right to use any Elements CMS trademark, nor any right to provide any services related to any Elements CMS product. Such rights may only be granted pursuant to the Elements CMS Solutions Partner Program.

7. Elements CMS Referring Party. In the event the Referring Party is or becomes a Elements CMS Partner with rights to resell Authorized Products, Elements CMS shall in its sole discretion determine whether a given Prospect will be provided Authorized Products either (a) directly by Elements CMS or (b) directly by the Partner under the terms of the applicable reseller schedule to which the Partner is a party. In no event shall Referring Party be eligible for fees or benefits under more than one schedule/program for a given transaction.

8. No Warranty. ELEMENTS CMS MAKES NO WARRANTIES AND REPRESENTATIONS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS REFERRAL AGREEMENT.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ELEMENTS CMS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF ELEMENTS CMS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL ELEMENTS CMS'S LIABILITY UNDER THIS REFERRAL AGREEMENT EXCEED THE AMOUNT OF THE REFERRAL FEE FOR THE QUALIFYING TRANSACTION.

10. Termination. This Referral Agreement will commence upon the date of Elements CMS's signature below and will continue until the earlier of (1) one year thereafter, or (2) until terminated by either party upon written notice to the other party. Termination of the Agreement shall not affect Elements CMS's obligation to pay Referring Party the Referral Fee for a Qualifying Transaction registered prior to the termination date.

BY SIGNING BELOW, REFERRING PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS HEREIN CONTAINED.

NAME OF REFERRING PARTY	ELEMENTS CMS SOLUTIONS
By (signature):	By (signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Exhibit A
To Elements CMS Referral Agreement
Prospect Referral Claim Form

Date:	
Referring Party's Name	
Address:	
Phone#:	
Fax#	
Email Address:	
Prospect Name: Contact Name: Address: Phone#: Email Address: Sales Order No. & Date: Referral Claim Date: Referring Party's Signature: Print Name & Title:	

To be completed by Elements CMS Solutions

For this Qualifying Transaction, Elements CMS agrees that it will pay Referring Party a one-time Referral Fee within thirty (30) days after the receipt of payment from Prospect for the Elements CMS™ Products	
Referral Fee Approved Amount:	
10% of <input type="checkbox"/> Software License	<input type="checkbox"/> Pre-approved Amount \$
Referral Fee Approved By:	
Chief Marketing Officer	Date

Note: Once approved this Qualifying Transaction is only effective for a period of ninety (90) days from the approval date. If the sale is not concluded within this ninety (90) day period, the Qualifying Transaction will expire and the Referring Party will need to complete the process described in Section 1 of the Agreement again in order to receive a Referral Fee.

The Referring Party must complete and submit a Referral Fee Claim Form for each Identified Transaction. If a Referral Fee Claim Form is not of record or approved prior to the sale to a new customer, Referring Party will not be entitled to the Referral Fee. For questions regarding Referral Claims, Referral Program([Referral](#)) or (805) 547-1160 ext 205.