



## Referral Program Terms & Conditions (Effective 2/15/17)

Such referral fees is subject to the following terms and conditions:

1. **COMPANY ORGANIZING THE REFERRAL PROGRAM:** This referral program is organized by Helixstorm, Inc. and its partner companies Veeam and Hewlett Packard Enterprise (hereinafter “Company”), with a place of business at, 27238 Via Industria, Temecula, CA 92590. The program is designed to help Company expand its customer base.
2. **Eligible timeframe:**
  - a. Referred party must purchase within 180 days of the referral submission.
3. This program is valid in the United States only. Submissions containing participants (referring party or referred party) outside the United States are not eligible.
4. All referrals are subject to review and acceptance by Company. Each referral by You of Eligible Referral Products to a Prospect shall be considered an “Opportunity”. Eligible Referrals must have 20 or more users.
  - 4.1 Each Opportunity (in whole or as part of a broader opportunity) must not be:
    - a. pursued directly by Company at the time the You submits the Opportunity;
    - b. the subject of a public request for proposal (RFP), invitation for bid (IFB), or similar tender process, that has been published; registered as a referral or otherwise the subject of a deal registration by another finder or partner; or
    - c. related to OEM sales.
  - 4.2 The Prospect is not
    - a. a consumer end user, distributor, third-party sales agent, or a government, public sector (including a U.S. or Canadian federal, provincial, state, or local government, or any other Canadian public or greater public sector entity) or education end user or a customer that will be reimbursed for the purchase under a government healthcare program; or
    - b. an affiliate or subsidiary of You.Approved Opportunities shall receive a thank you gift from Company.
5. If your Opportunity leads to a closed/won transaction, upon receipt of the prospects initial payment, you will be eligible to receive up to the lead’s first month’s payment. Company reserves the right to substitute a prize (of equal or greater value) at any time for any reason.





6. Employees of Helixstorm, Veeam, Hewlett-Packard Enterprise or any affiliated companies are not eligible to participate.

7. Subsequent sales of software, product or services to the Prospect shall not be subject to a referral fee.

8. The Company shall pay You within ninety (90) days following completion of the criterion set forth herein.

9. You shall not make promises or issue any warranty either expressed or implied pertaining to the software, products or services offered by the Company unless authorized in writing by the Company to do so.

10. This referral agreement does not grant the You any interest in the Company's trademarks or any other intellectual property rights.

11. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may You position yourself as affiliated to the Company, except as an independent referrer. In view of this independent relationship You shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company.

12. This referral agreement does not grant exclusive rights to the You to act as referrer on behalf of the Company and You shall have no rights under any other agreements entered into by the Company with other parties.

13. Jurisdiction and venue in any action brought by any Party pursuant to this Agreement will lie exclusively in the state and federal courts located in Riverside County, California, U.S.A. Each Party submits to the jurisdiction of any such courts over itself and its property with respect to any such action and each Party hereby waives any objection that such courts are an improper or inconvenient forum for the resolution of such action.

14. You remain liable for taxes. Taxes and duty, if any, are your sole responsibility, and you may be required to submit a completed IRS Form W-9 prior to the payment of the referral fee.

15. You agree not to disclose any confidential information pertaining to the Company's goods or services nor that of Prospects or existing customers to any third party.



16. Company may terminate this program for its convenience at any time with or without notice.

17. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW COMPANY (INCLUDING ANY OF COMPANY'S SUPPLIERS) SHALL NOT BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED; AND B) IN NO EVENT WILL COMPANY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH.

18. You shall indemnify, defend and hold Company (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

19. This agreement constitutes the whole agreement between the parties.