



BUSINESS PARTNER APPLICATION

Thank you for your interest in joining the FilesAnywhere Partner Program. To complete the Partner Program application process, please follow the instructions below:

1. Fill out the Partner Program application in full
2. Read and sign the attached Business Partner Agreement
3. Email completed Partner Program application to Support@filesanywhere.com

Partner Business Information:

Company Name:	
Vertical Market:	
Description of Business:	
Tax ID Number:	
Number of Employees:	
Annual Gross Sales:	
Date Founded:	
Company Website Address:	

Business Contact Information:

Mailing Address Line 1:	
Mailing Address Line 2:	
City:	
State (or Province):	
Postal Code:	
Country:	
Company Main Phone:	
Company Fax:	

Mail Commission Payments To:

<input type="checkbox"/> Same As Above	
Pay to Name:	
Mailing Address Line 1:	
Mailing Address Line 2:	
City:	
State (or Province):	
Postal Code:	
Country:	



Primary Contact Person:

Full Name:	
Job Title:	
Phone Number:	
Fax Number:	
Email Address:	

Partnership Scope:

Please estimate the number of initial FilesAnywhere accounts that may be added within the first month of your Business Partner activation:	
Please project the number of new FilesAnywhere accounts that could be added each month through the Partner link during the first year:	
Please estimate the total number of individuals who are employed by all of your customers, or who are your customers (if your customers are individuals):	

FilesAnywhere Business Partner Agreement

This Business Partner Agreement (the "Agreement") contains the complete terms and conditions that apply to an individual's or entity's participation in the FilesAnywhere.com Business Partner Program (the "Business Partner Program"). BY SUBMITTING YOUR APPLICATION FOR THE BUSINESS PARTNER PROGRAM, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SUBMITTING YOUR APPLICATION.

As used in this Agreement, "we" or "FilesAnywhere" means FilesAnywhere.com as the owner/producer of FilesAnywhere.com, and "you", "Partner", or "Business Partner Program Participant" means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to the FilesAnywhere.com web site or to your web site. FilesAnywhere.com is a division of Officeware Corporation.

1) Enrollment in the Business Partner Program

To begin the enrollment process, you will submit a completed Business Partner Program Application. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. This Agreement will only become effective upon your receipt of confirmation that FilesAnywhere.com has accepted you into the Business Partner Program. We retain the right to reject any application if we determine (at our sole discretion) that the applying site is unsuitable or the company is not qualifying for the Business Partner Program for any reason.

2) Link to FilesAnywhere

Once you have been notified that your site has been accepted into the Business Partner Program, we will provide you with the web URL address, along with standard text and optional graphic, to use in linking to your own FilesAnywhere Signup Page. Your Link will be available for you to deploy immediately upon receipt of our email notification.

You acknowledge that the Link provided by FilesAnywhere.com will include the FilesAnywhere.com trade name, trademark, service mark and/or logo (the "FilesAnywhere.com Brand Features"), and you have no right to alter, remove or customize the FilesAnywhere.com Brand Features. You will not use or display any Links or FilesAnywhere.com Brand Features in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of FilesAnywhere.com, or the goodwill associated with the FilesAnywhere.com Brand Features.

We welcome opportunities to share in the promotion of your partnership with FilesAnywhere that include the FilesAnywhere.com Brand Features, however any such promotions incorporating the FilesAnywhere.com Brand Features must be approved in writing by us first (simply include your promotion in an email for approval). Please refer to the "Publicity" clause below for more guidelines on promoting your partnership with FilesAnywhere.com.



3) Policies

All customers who register through the Business Partner Link provided will become ongoing customers of FilesAnywhere.com, independent of the relationship between you and the customer, and independent of the relationship between you and FilesAnywhere, except for the recurring commissions owed to you for the initial referral.

- a. BY SUBMITTING YOUR APPLICATION FOR THE BUSINESS PARTNER PROGRAM, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) AGREE(S) TO BE BOUND BY THE POLICIES. Accordingly, please read the Policies (including the Terms of Service on our web site) carefully before submitting your application. We reserve the right to change our Policies, pricing and operating procedures at any time. For example, we may change the prices to be charged for new or continued Partner PowerPlan accounts sold under this Business Partner Program at any time in accordance with our own pricing policies.
- b. FilesAnywhere will use commercially reasonable efforts to present Partners with accurate pricing and operating procedures on an ongoing basis and notify Partners of any changes to such information. For additional information in regards to our general policies and pricing of PowerPlan accounts, refer to the PowerPlan Upgrade pages on the www.FilesAnywhere.com web site.
- c. We reserve the right to terminate any account found in violation of FilesAnywhere Terms of Service.

4) Account Processing

- d. Due to the added administration involved in customer payments by check or money order, commissions will only be paid on account orders made by Credit Card.
- e. We reserve the right to reject any customer order. We do not notify partners of rejected orders (due to invalid credit card, etc.). If you need to check on the status of a customer order we can provide this information to you in a timely manner. We cannot disclose any personal or billing information collected from customer orders, even for verification, other than the customer name.
- f. We will be responsible for all billing issues and technical aspects of account fulfillment and maintenance.

5) Commissions

Subject to the terms and conditions of this Agreement, FilesAnywhere will pay Partner referral fees in the amount of ten percent (10%) of Gross Revenues generated from the sales of FilesAnywhere accounts to customers referred using the Partner's FilesAnywhere Business Partner Link. For this purpose, "Gross Revenues" means the revenues collected by FilesAnywhere for Partner PowerPlan account activations resulting from orders directly placed by the Partner, less any credits paid back to the same account holders for any reason. Example: chargebacks require us to return credits to any customer credit card due to fraudulent use of their card. Any chargebacks or other required credits would be deducted from the quarterly gross sales for the purpose of commission calculation.

6) Commission Payment

Subject to the terms and conditions of this Agreement, we will pay you referral fees on a quarterly basis. Within sixty (60) days following the end of each quarter, we will send you a check for the referral commission fees earned on PowerPlan accounts ordered and activated, or re-activated during that period.

If the total commissions payable to you for any quarter are less than \$100, we retain the right to hold payment on the commissions until the total amount due is at least \$100, or until this Agreement is terminated.

7) Discrepancies

Partner has thirty (30) days from the receipt of commission payment to report any discrepancy or question regarding the payment. FilesAnywhere and Partner will use their best efforts to resolve any discrepancy or question quickly and fairly.

8) Publicity



You may not create, publish, distribute, copy in whole or in part, or permit any press release that makes reference to this Agreement or your participation in the Business Partner Program without first submitting such material to us and receiving our written consent, which may be given or withheld at our sole discretion. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

9) Limited Licenses

We hereby grant you a limited, non-exclusive, non-transferable, revocable, worldwide license, without the right to sublicense, to use, reproduce, publicly perform, distribute and display the Link and the FilesAnywhere.com Brand Features incorporated therein, solely in the form delivered by FilesAnywhere and solely for the purpose of linking your site to our site or referring your customers or potential customers to our site. We may revoke this license at any time immediately upon written notice. FilesAnywhere.com reserves all rights in and to the Links, any other text or images provided to you by FilesAnywhere.com, the FilesAnywhere.com Brand Features and the FilesAnywhere.com services, together with all intellectual property rights to the foregoing. You hereby grant to us a non-exclusive, worldwide license to use, reproduce, publicly perform, distribute and display your trade names, trademarks, service marks and/or logos (the "Partner Brand Features") for the purposes of advertising, marketing, promoting, and publicizing in any manner your participation in the Business Partner Program and the FilesAnywhere.com service; provided, however, that we shall not be required to so advertise, market, promote, or publicize. The licenses granted herein shall terminate immediately upon the effective date of the termination of this Agreement.

10) Program Information

FilesAnywhere.com may create, collect or track certain information regarding click-through rates and customer contact information in connection with its operation of the Business Partner Program and the FilesAnywhere.com services (the "Program Information"). You acknowledge and agree that FilesAnywhere.com shall own all right, title and interest in and to the Program Information, together with any intellectual property rights thereto.

11) Responsibility for Your Site

Partner will maintain its web site in accordance with the highest industry standards. Partner will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to: The technical operation of your site and all related equipment; The accuracy and appropriateness of materials posted on your site; Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, without limitation, copyrights, trademarks, privacy, or other personal or proprietary rights), or violate any applicable law or regulation; Ensuring that materials posted on your site are not obscene, defamatory, libelous or otherwise illegal. We disclaim all liability for these matters. Further, Partner hereby agrees to indemnify and hold us harmless from any and all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of Partner site.

12) Term and Termination

The term of this Agreement will begin upon our acceptance of your Business Partner Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, upon ten days prior written notice to the other party. Upon the termination of this Agreement for any reason: (i) you will immediately cease use of, and remove from your site, all Links to our site, any FilesAnywhere.com Brand Features, and any other materials provided by or on behalf of us to you pursuant hereto or in connection with the Business Partner Program, (ii) all licenses granted herein shall terminate, and (iii) Sections 7 through 21 shall survive.

13) Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by (i) notifying you of a new agreement available from our site, verbally, through email, fax or postal mail, and/or by (ii) sending a revised agreement to you through email, fax or postal mail. Modifications may include, for example, changes in the Business Partner Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the Business Partner Program following our posting of a change notice or new agreement on our site and/or your receipt of a revised agreement will constitute binding acceptance of the modification.

14) Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any legal entity partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf without our explicit written consent. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.



15) Disclaimers

THE LINK, THE BUSINESS PARTNER PROGRAM AND ANY FILESANYWHERE.COM SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FILESANYWHERE.COM EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE LINK, THE BUSINESS PARTNER PROGRAM OR ANY FILESANYWHERE.COM SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, FILESANYWHERE.COM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE OPERATION OF THE FILESANYWHERE.COM SITE OR ANY FILESANYWHERE.COM SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND FILESANYWHERE.COM WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

16) Authority

You and we are independent contractors, and nothing in this Agreement will create any legal entity partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf without our explicit written consent. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

17) Limitation of Liability

UNDER NO CIRCUMSTANCES WILL FILESANYWHERE.COM BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE, PROFITS OR DATA, ARISING FROM (i) THE BUSINESS PARTNER PROGRAM; (ii) POWERPLAN ACCOUNT SUBSCRIPTIONS ESTABLISHED THROUGH THE BUSINESS PARTNER PROGRAM; OR (iii) ANY PROVISION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18) Nondisclosure and Confidential Information

Partner shall not disclose any of the terms and conditions of this Agreement to any third party without the express written consent of FilesAnywhere. Neither party shall disclose to any third party the Confidential Information of the other party and shall not use any such Confidential Information for any purpose other than the purpose for which it was originally disclosed to the receiving party. "Confidential Information" means any information of a party disclosed to the other party, which is identified as, or should be reasonably understood to be, confidential to the disclosing party, including, but not limited to the activity of the Partner's Business Partner Link, account orders, commissions paid, operational policies, trade secrets, technical processes, software, unpublished financial information, business plans, projections, and marketing data. "Confidential Information" shall not include information that (i) is known to the receiving party at the time it receives Confidential Information; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required by law to be disclosed.

19) Indemnification

You hereby agree to indemnify and hold harmless FilesAnywhere.com, and its subsidiaries, affiliates, directors, officers, employees, agents, and licensors from and against any and all third party claims, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or based on (i) any claim that the Partner Brand Features or our use of the Partner Brand Features infringes on any trademark, trade name, service mark, copyright, license, or any other intellectual property or proprietary right of any third party, including, without limitation, rights of publicity, privacy or personality, (ii) any breach of any representation, warranty or covenant made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not provided by us.

20) Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE BUSINESS PARTNER PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

21) Miscellaneous

This Agreement contains the entire agreement between you and FilesAnywhere.com with respect to the subject matter hereof, and supersedes



all prior and/or contemporaneous agreements or understandings, written or oral, between you and FilesAnywhere.com with respect to the subject matter hereof. This Agreement shall be construed and controlled by the laws of the State of Texas. Any dispute arising from the terms or breach of this Agreement will be governed by the laws of the State of Texas. Through the participation in the FilesAnywhere Business Partner Program, you agree to personal jurisdiction by the state and federal courts in the State of Texas, without reference to conflicts of laws principles. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. FilesAnywhere.com may assign this Agreement in whole or in part at any time without your consent. This Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. Except as set forth in Section 8, this Agreement may not be modified without the prior written consent of both parties. Any notice required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail or when delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified on the Business Partner Program application. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement, and the balance of the Agreement shall be enforceable in accordance with its terms. FilesAnywhere shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure of its performance under this Agreement arises by reason of any Act of God, or any government or any governmental body, acts of war, the elements, strikes or labor disputes, or other cause beyond the control of FilesAnywhere.

BUSINESS PARTNER PROGRAM PARTICIPANT

By: _____ Title: _____

Name: _____ Company: _____

Date: _____