

Referral Program



Referral Claim Form

(*Terms and Conditions Apply – See Reverse of Form)

This Form may be submitted as follows... or just **call us** & we'll complete it for you over the phone!

Phone (800) 563-6508 (603) 216-0789	On-Line www.fusionconnex.com	Email sales@fusionconnex.com	Fax Fusion Connex Sales (603) 216-0798	U.S. Mail Fusion Connex LLC Sales Department 20 N. Wentworth Ave Londonderry NH 03053
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To be Completed by Referring Party	
Date:	
Referring Party Information	
Name:	
Address:	
Phone:	Office _____ Cell _____
Fax:	
Email:	
Referral Information	
Business Name:	
Address:	
Contact Name:	
Phone:	Office _____ Cell _____
Fax:	
Email:	
What Services or Solutions is this Referral interested in?:	(leave blank if not available)
Referring Party Signature *	
(* Indicates acceptance of "Terms and Conditions")	

To be Completed by Fusion Connex	
Referral Acknowledgement Date:	
Referral Accepted as Qualifying Transaction:	Yes [<input type="checkbox"/>] No [<input type="checkbox"/>]
Reason if Not Accepted:	<input type="checkbox"/> Referral had a previous Agreement with Fusion Connex <input type="checkbox"/> Referral is a current Customer of Fusion Connex <input type="checkbox"/> Referral has already been provided by another person <input type="checkbox"/> Other _____
Fusion Connex Account Manager Signature	

Referral Program



Terms and Conditions

1. **"Eligibility"** – To be eligible for a Referral Fee, Referring Party must provide Fusion Connex written notice of a Referral using the "Referral Claim Form". Forms may be submitted on our website, by phone, via email, in person, via fax or U.S. mail. Referring Party cannot refer him/herself or any company or business in which they have an interest. Employees of Fusion Connex, LLC and Vnetek Communications, LLC and/or their families are not eligible to participate in this Referral Program.
2. **"Referral"** - A Referral must be new to Fusion Connex and cannot (i) have previously entered into an agreement with Fusion Connex; or (ii) have previously been referred or introduced to Fusion Connex by any other person; or (iii) have previously been documented as a Customer of Fusion Connex. A Referral may be made only once.
3. **"Qualifying Transaction"** - A Referral must be approved by Fusion Connex and, once approved, is defined as a Qualifying Transaction, eligible for a Referral Fee as outlined in section 5 herein. Approval as a Qualifying Transaction is at Fusion Connex's sole discretion. Once approved, a Qualifying Transaction is effective for a period of ninety-(90) days from the Acknowledgement Date. If a sale is not concluded within this ninety-(90) day period the Qualifying Transaction will expire.
4. **"Customer Contract"** - Fusion Connex, in its sole discretion, has the option to enter into, or decline to enter into, a Customer Contract with any Referral. In the event Fusion Connex declines, for any reason, to enter into a Customer Contract with any Referral, Fusion Connex has no obligation to Referring Party under these Terms and Conditions or otherwise with respect to Referral.
5. **"Referral Fee"** - If Fusion Connex enters into a Customer Contract with Referral, under terms and conditions acceptable solely to Fusion Connex and Referral, within ninety-(90) days of the Referral Acknowledgement Date, Referral is considered a Fusion Connex Customer for purposes of these Terms and Conditions and Fusion Connex will pay a Referral Fee to Referring Party as defined herein.
 - 5.1. Referring Party will be entitled to a Referral Fee of not greater than 5% of the aggregate value of the initial Customer invoice, excluding all Monthly Recurring Revenue (MRR) charges or a Referral Fee of the first month's net MRC (Monthly Recurring Charge) when equipment is not purchased, whichever is greater, up to a \$1000.00 maximum for a single Customer.
 - 5.2. Fusion Connex will pay Referral Fee to Referring Party in arrears and within sixty-(60) days of receipt by Fusion Connex of Customer payment in full for services rendered to Customer pursuant to the initial Customer Contract entered into by Fusion Connex and Customer. Neither Referral Fee nor any other amount shall be owed to Referring Party with respect to any order or Customer Contract (i) that Fusion Connex rejects for any reason, (ii) that may be cancelled by a Customer, whether or not due to a default by Fusion Connex or (iii) for which full payment is not actually received by Fusion Connex.
 - 5.3. In the event a Referral is disputed among one or more Parties, finders or other persons, Fusion Connex alone will determine which Party, based solely upon who first provided it with written notice of Referral, is entitled to a fee, if any, with respect to Referral.
 - 5.4. Referring Party acknowledges that Referral Fee is the only compensation Referring Party shall receive in connection with Referring Party's efforts, and that all goodwill and benefit derived from such efforts shall inure to the sole benefit of Fusion Connex.
6. **"Relationship"** - It is understood that Referring Party is acting as a "Non-Exclusive Finder" only and has no authority to enter into any agreements, obligations or commitments on Fusion Connex's behalf, or to negotiate the terms of Customer Contracts with or by Fusion Connex. Referring Party agrees to indemnify, defend and hold Fusion Connex harmless from and against any claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations or commitments undertaken by Referring Party or the breach thereof. Referring Party expressly acknowledges and agrees that except to the extent expressly provided herein, neither Referring Party nor anyone employed by or acting on behalf of Referring Party shall receive or be entitled to any consideration, compensation or benefits of any kind from Fusion Connex.
7. **"Termination"** – Fusion Connex, in its sole discretion, may cancel or modify this program at any time without notice. In the event of cancellation or modification, Qualifying Transactions approved prior to the date of said action will be honored under the Terms and Conditions in effect at the time of the Referral Acknowledgement Date.
8. **"Indemnification"** - Each party shall indemnify, defend and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) such party's default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform any obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees, agents, contractors or invitees.
9. **"Liability"** - Under no circumstances is either Party liable for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from the relationship or the conduct of business contemplated herein.
10. **"Entire Agreement"** – These Terms and Conditions constitute the sole and entire understanding between the Parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by Fusion Connex. These Terms and Conditions supersede all prior communications or agreements written or oral, and are intended as a complete and exclusive statement of the terms between the Parties.
11. **"Confidentiality"** – Referring Party acknowledges that by reason of its relationship to Fusion Connex hereunder, it may have access to certain information and material concerning Fusion Connex's business, plans, Customers, technology and products that are confidential and of substantial value to Fusion Connex, which value would be impaired if such information were disclosed to third parties. Referring Party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Fusion Connex.