Xtremesoft Reference Selling Agreement

This Reference Selling Agreement is entered as of the ___ day of ___, 2001 ("Effective Date") between Xtremesoft, Inc., located at 800 W. Cummings Park, Woburn, MA 01801 ("Xtremesoft") and _____, located at _____ ("COMPANY").

Whereas "COMPANY" is interested in promoting Xtremesoft's product line known as AppMetrics (the "Xtremesoft Software"):

Whereas Xtremesoft is interested in promoting "COMPANY" products ("COMPANY Software", with each party's respective product noted above being referred to as "Software"):

Now therefore, the parties agree as follows:

1. Subject to earlier termination as set forth in this Section 1 below, this Agreement shall become effective on the Effective Date, and shall be in effect for a one (1) year term, subject to automatic renewal for additional terms of one year each unless either party notifies the other party in writing of non-renewal at least thirty (30) days prior to the end of the then current term. Either party may terminate this Agreement on thirty (30) days prior written notice to the other party without cause. IN the event the one party breaches the terms of this Agreement and fails to cure such breach within a 60 day period after written notice is given, then the party not in breach can notify the breaching party of immediate termination of this Agreement. Sections 1, 2(b), 9, 10, 11, 12(b) and 13-15 shall survive termination or expiration of this Agreement. Furthermore, (i) the obligation of either party (in the event of termination without cause or an expiration of this Agreement) and (ii) the obligation of the breaching party (in the event of termination for cause of this Agreement) to pay Finder's Fees earned prior to the effective date of termination or expiration of this Agreement ("End of Term") or within ninety (90) days thereafter for initial or follow-on business with respect to a Lead Registration Form accepted in writing prior to the End of Term shall survive such termination or expiration.

2. (a) Each party shall be permitted (but shall have no obligation) to introduce the other party into an end user customer account opportunity by providing the lead to such other party for approval in the form of a completed Lead Registration Form attached as Exhibit A. The Lead Registration Form will be submitted to a party at their respective address set forth above. The party providing such introduction is referred to herein as the "Introducing Party" and the party receiving such introduction is referred to as the "Receiving Party". The Receiving Party shall have

the right, in its sole discretion, to refuse to accept such lead and shall have no obligation to pay a finders fee hereunder as a result of such refusal but shall note in the Lead Registration Form the reason for not approving such lead. To the extent that the Receiving Party accepts such lead in writing then such lead shall be referred to herein as a "Qualified Lead". This Agreement does not obligate either party to accept any leads or guarantee any sales results.

(b) The Agreement is non-exclusive and both parties may enter into any other partnership or business relationship, including without limitation, one which may be viewed as competitive to this Agreement.

3. (a) The Introducing Party is eligible for a finder's fee in the amount set forth in paragraph 4 below for the initial Software license(s) which the Receiving Party sells to an end user customer who is a Qualified Lead only (a "Customer"), provided that the following conditions are met:

(i) the Customer purchases the initial Software license(s) from the Receiving Party within six (6) months of the Initial Introduction (as defined below) by the Introducing Party to that Customer ("Initial Order");

(ii) there are no conditions on the Receiving Party's ability to recognize revenue on the sale; and

(iii) the Introducing Party assists the Receiving Party in the sale process as described in paragraph 5 below.

(b) The Introducing Party is also eligible for a Finder's Fee in the amount discussed in paragraph 4 below for any follow-on Software licenses that the Receiving Party sells to that Customer provided:

(i) The Customer purchases the follow-on Software licenses from the Receiving Party within twelve (12) months of receipt and acceptance by the Receiving Party of the Initial Order ; and

(ii) The conditions in Sections 3(a)(ii) and 3(a)(iii) above are met with respect to any such follow-on order.

4. Fees

a) The amount of each Finder's Fee shall be ten percent (10%) of the Software license fee only received by the Receiving Party for the Software license(s) ("Net Software License Fee") except that with respect to any single Customer, Finder's Fees shall not exceed fifty thousand dollars ($50,000).

b) The Receiving Party agrees to pay any Finder's Fees which meet the requirements of Section 3(a) or 3(b) above to the Introducing Party within thirty (30) days of the Customer's payment to the Receiving Party of the applicable Software license fee. The Net Software License Fee (upon which the Finder's Fee is calculated) shall include only the fee paid by the Customer to the Receiving Party for the right to possess and use the Software, and shall exclude all other fees, such as fees for Software rentals, third party products, maintenance, consulting, professional services, training as well as exclude taxes, duties and other governmental charges.

c) In the event that any Software is returned by Customer to the Receiving Party for which the Receiving Party provides a refund, then (a) the obligation of the Receiving Party to pay any Finder's Fee which has been earned but not paid with respect to such Software is cancelled and (b) any Finder's Fee which has been previously paid for such Software shall be debited against future Finder's Fees owed to the Introducing Party (provided however that upon termination with or without cause or expiration of the Agreement any of such Finder's Fee debits which remain unused shall be refunded by the Introducing Party to the Receiving Party within 30 days of the effective date of termination or expiration.

5. To receive a Finder's Fee, the Introducing Party agrees to provide the Receiving Party with all reasonable assistance in the sales cycle with a Customer who is a Qualified Lead. Such assistance may include, but is not limited to, joint sales calls, lead referral, introductions to decision-makers and preparation of proposals provided however that the Introducing Party will be responsible for setting up the first conference call or meeting with a Qualified Lead (the "Initial Introduction").

6. The Receiving Party will use commercially reasonable efforts to notify the Introducing Party of acceptance of a Customer's order within ten (10) days of its acceptance by the Receiving Party and shall pay Finder the Finder's Fee subject to and in accordance with Sections 3 and 4 above.

7. Notwithstanding anything set forth above, the Receiving Party shall have no obligation to sell or enter into a Software license with any Customer that does not agree to terms and conditions that are acceptable to the Receiving Party and its counsel, or does not meet the credit requirements of the Receiving Party nor shall the Receiving Party have any obligation to pay any Finder's Fees with respect to such Software in accordance with the terms hereof.

8. All notices, requests, demands, and other communications under this Agreement shall be in writing, and shall be deemed to have been duly given when delivered in

person or, if mailed, when mailed by express or by certified or registered airmail, postage prepaid, return receipt requested, to the parties at the addresses set forth above.

9. Neither party shall make any representations, promises, commitments or guaranties concerning the Software of the other party and/or the other party. The parties agree that the relationship between them is that of independent contractors, and nothing in this letter shall be construed to constitute either party the agent, representative, or employee of the other party. Neither party is either expressly or impliedly authorized to enter into or modify written or oral contracts on behalf of the other party.

10. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL PENALTIES OR DAMAGES INCLUDING LOST PROFITS OR PENALTIES AND/OR DAMAGES FOR DELAY IN DELIVERY OR FAILURE TO GIVE NOTICE OF DELAY, EVEN IF THE PARTY TO WHOM SUCH LIMITATION APPLIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY AGREES THAT ANY LIABILITY OF THE OTHER PARTY FOR ANY CLAIMS RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED IN THE AGGREGATE THE FINDERS FEES PAID TO THE OTHER PARTY HEREUNDER.

11. (a) Each party grants the other party a non-exclusive, fully revocable, nontransferable license to use the trademarks and tradenames of the other party in connection with performance of its obligations under this Agreement only provided that the party using such trademarks and tradenames complies with the trademark and tradename policies of the other party, and does not misrepresent the other party or its products and provided further that such other party has the right to review the use of such trademarks and tradenames and disallow use thereof.

(b) Except for the rights set forth in Section 12(a) above, this Agreement does not grant either party any rights in or to any copyrights, trade names, patents, trade secrets, trademarks or other intellectual property rights of the other party or its licensors (the "IP Rights"). It is understood and agreed that each of the parties possess confidential information including, without limitation, business and technical information ("Confidential Information"), and that the parties may need to disclose this Confidential Information to each other in connection with performance of their duties and obligations under this Agreement. The receiving party agrees to keep strictly confidential all such Confidential Information so received by it and to use such Confidential Information internally solely for the purpose of performing its duties and obligations under this Agreement and to not disclose the Confidential Information to a third party or otherwise use the Confidential Information without the prior written consent of the disclosing party. Each party will only disclose the Confidential Information to those of its employees who are bound by a non-disclosure agreement with the receiving party on terms comparable to this Section of this Agreement on a need to know basis. The obligations of confidentiality shall not apply to Confidential Information which (i) is

generally known in the public domain at the time of disclosure, or becomes so generally know after such disclosure, through no act of receiving party, (ii) has come into the possession of receiving party rightfully from a third party and without receiving party being subject to an obligation of confidentiality; or (iii) was developed by receiving party independently of and without reference to the Confidential Information.

(c) Notwithstanding anything herein to the contrary, either party may use the other party's name and logo to identify the non-disclosing party as its business partner in materials to be provided to investors and potential investors of the disclosing party, and may disclose this Agreement and its terms, in the event that the disclosing party undertakes to file a registration statement under the Securities Act of 1933, as amended, or as may be otherwise required under securities laws, provided, however, that the disclosing party shall use its best efforts to preclude disclosure of the terms of this Agreement and any related orders in accordance with the rules and regulations of the Securities and Exchange Commission by means of an application for confidential treatment.

12. Neither party may assign, in whole or in part, its rights or obligations under this Agreement, either voluntarily or by operation of law, except with the prior written consent of the other party, provided, however, that either party may (i) assign its rights and obligations under this Agreement in connection with the sale of all or substantially all of its business or stock so long as the acquiring party agrees to the terms of this Agreement and (ii) assign its rights and obligations under this Agreement to its parent, subsidiary or affiliate company.

13. This Agreement shall in all respect be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A., excluding its conflict of law provisions.

14. This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior writings, negotiations or understandings with respect thereto. No modification or addition to this Agreement shall have any effect unless it is set forth in writing and signed by duly authorized representatives of both parties.

15. The parties agree to issue a joint press release with quotes from the executives of each company with respect to the existence of the finders arrangement between the parties as soon as possible after the execution of this Agreement. This press release will be subject to review and approval by both parties, which approval will not be unreasonably withheld.

Agreed to and Accepted by:

_____ _____	**Xtremesoft, Inc.**
Company Name	
By: _____	By: _____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date