

SPECTRUM BUSINESS REFERRAL AGENT AGREEMENT

This Spectrum Business Referral Agent Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by and between Charter Communications Operating, LLC, a Delaware limited liability company with a principal place of business at 12405 Powerscourt Drive, St. Louis, MO 63131 ("Spectrum") and _____, ("Referral Agent" or "Agent") (all of the foregoing referred to individually as "Party" or collectively as the "Parties") with a principal place of business at _____ (Referral Agent Address).

1. DEFINITIONS.

a. **CUSTOMER AGREEMENT** shall mean an agreement between Spectrum and a Customer for the procurement by the Customer of Spectrum commercial services/products (i) under which Spectrum receives Payments; and (ii) for which Referral Agent either (A) provided Spectrum the original lead no more than thirty (30) days prior to the execution of the Customer Agreement or (B) first initiated contact between Spectrum and the respective Customer and engages in reasonable, diligent efforts resulting in the execution of the Customer Agreement.

b. **CUSTOMER** shall mean a potential commercial customer not working from a residential location for which Referral Agent has submitted to Spectrum a Customer Referral Form in accordance with Section III hereunder.

c. **CUSTOMER REFERRAL FORM** shall mean that form containing both a respective Customer's contact information and identification of the Spectrum Services in which such Customer is interested as further set forth in Section III.

d. **PAYMENTS** shall mean monthly recurring and installation fees paid by Customer(s) to Spectrum under a Service Agreement between Spectrum and Customer.

e. **SERVICE(S)** shall mean those Spectrum Business services which Spectrum provides to its commercial Customers.

f. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement will be considered to create the relationship of agent, joint venture, partner or employer and employee between the Parties. At all times, Referral Agent (including its employees and agents) will be considered an independent contractor, and Spectrum will not be responsible for any of Referral Agent's expenses including, but not limited to, insurance, wages, benefits, and taxes which in any way relate to its personnel (whether employees, agents, contractors, or other representatives). Neither this Agreement nor any of the services contemplated hereby is intended to or shall create a fiduciary relationship between Spectrum and Referral Agent.

g. **SCOPE OF DUTIES.** Referral Agent shall use its best efforts to successfully identify potential Customers (i.e. provide leads) for entering into Customer Agreements with Spectrum for Spectrum's commercial services in specified commercial locations ("Professional Services"). Referral Agent shall submit to Spectrum a form in which the detailed information pertaining to the potential commercial customer being referred to Spectrum must be included (Exhibit B) for each potential Customer. The scope of Professional Services to be provided and the manner in which those Professional Services are provided is further described in Exhibit A. _____ shall work with Spectrum to determine when and how such Professional Services are provided in accordance with this Agreement and Exhibit A.

h. **DURATION AND TERMINATION.** This Agreement will commence on the Effective Date and shall remain in effect until twelve (12) months from the Effective Date ("Term"). Upon expiration of the initial Term, this Agreement shall automatically renew for successive one-month terms unless otherwise terminated in accordance with the terms hereunder. Notwithstanding any other terms or conditions of this Agreement, either Party may terminate this Agreement for any reason upon ten (10) days prior written notice to the other Party. In the event Referral Agent has failed to produce leads to Spectrum within six (6) months of the Effective Date of this Agreement, this Agreement shall be considered null and void.

i. **COMPENSATION.** Spectrum will compensate Referral Agent for the Professional Services rendered in accordance with applicable provisions set forth in Exhibit A. Spectrum shall not pay Referral Agent any fees for any services, work or other costs or expenses not expressly authorized herein. Only organizations holding property business legal status (e.g. incorporation, LLC, DBA) or legal residents of the United States who are at least eighteen (18) years old may receive compensation for Professional Services. Current employees of Spectrum Communications (including its subsidiaries) as well as the immediate family (spouse, parents, siblings and children) and household members of each employee are not eligible for compensation under this Agreement.

j. **PRIVACY.** Referral Agent shall not be authorized to conduct any negotiations on behalf of Spectrum, conclude any contract on Spectrum's behalf, make any representation, warranty, promise, or take any other action binding upon Spectrum. It is confirmed and agreed that in any event, Spectrum shall at its sole discretion, determine whether or not to enter into any Customer Agreement.

k. **TAXES.** Referral Agent shall bear sole responsibility for payment of compensation to its personnel. Referral Agent will be solely responsible for the withholding and payment of any applicable local, state, or federal taxes for it and its personnel.

2. **RIGHTS UPON TERMINATION.**

a. **COMPENSATION.** Notwithstanding any other provision herein, in no event will the Referral Agent be entitled to the payment of Compensations on any lead that is installed for Service after the termination of this Agreement.

b. **REFERRAL AGENT CLAIMS.** Upon termination or expiration of this Agreement, all claims of Referral Agent against Spectrum, including without limitation those pertaining to the Compensation hereunder are hereby waived unless made in writing to Spectrum by Referral Agent within sixty (60) days of which such Compensation would have been payable.

c. **CONFIDENTIAL INFORMATION.** "Confidential Information" shall include any information, whether oral, written or observed, regarding the terms of this Agreement and Spectrum's specifications, requirements, plans, programs, plants, processes, technologies, products, costs, pricing, equipment, operations, finances or customer which may come within the knowledge of Referral Agent and Agent's employees, representatives and agents. Referral Agent shall hold Confidential Information in trust and confidence for Spectrum and shall not disclose such Confidential Information or use it for any purposes other than to perform as required by this Agreement.

d. **REFERRAL AGENT REPRESENTATIONS AND WARRANTIES.** Referral Agent represents and warrants as follows:

- i. Referral Agent has the ability, knowledge, and expertise to perform adequately the duties hereunder. Any duties performed by Referral Agent pursuant to this Agreement shall be so done in a professional manner and in accordance with the highest industry standards.
- ii. All services or duties performed by the Referral Agent in connection with this Agreement shall be performed in compliance with all applicable federal, state and local laws, rules and regulations.

3. **MISCELLANEOUS.**

a. **Records.** Each party shall maintain complete and accurate records relating to the performance of its duties hereunder, and Spectrum shall have the right to audit Referral Agent's records pertaining to the terms and subject matter of this Agreement. In the event of any audit of Referral Agent's records by Spectrum in which discrepancies or errors equal to or exceeding five percent (5%) or more, Agent shall be responsible for reimbursing Spectrum for such audit costs within thirty (30) days of Spectrum's presentation to Agent of a detailed invoice thereof.

b. **Cooperation in Legal and Business Matters.** Each party agrees to cooperate fully with the other in connection with any legal or business matter, dispute, claim or lawsuit, relating to the efforts performed hereunder or such other services provided pursuant to this Agreement.

c. **Publicity.** Neither the Referral Agent nor Spectrum shall use any name or logo or trademark of the other in any advertising or publicity without the prior written consent of the other.

d. **Indemnification.** Each party shall indemnify, defend and hold harmless the other, its affiliates, and each of their respective partners, officers, directors, employees and agents from and against any and all damages, claims, liabilities, judgments, actions, lawsuits, executions, costs (including reasonable attorneys' fees and costs and expenses of legal actions) and expenses to the extent arising out of any breach of the indemnifying party's obligations hereunder, any misrepresentation made hereunder or in relation hereto by the indemnifying party, and/or any negligent or willful act or omission of the indemnifying party in relation to the subject matter of this Agreement.

e. **LIMITATIONS OF LIABILITY.** SPECTRUM SHALL NOT, BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, BE LIABLE TO THE REFERRAL AGENT FOR COMPENSATION, INDEMNIFICATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF ANY LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE IN CONNECTION WITH THIS AGREEMENT OR THE ANTICIPATION OF EXTENDED PERFORMANCE HEREUNDER.

f. **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

g. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall continue in full force and effect without said provision and will be interpreted to reflect the original intent of the Parties.

h. **Attorney's Fees.** In the event either party brings an action to enforce any portion of this Agreement, the prevailing in such action (whether the party seeking enforcement or the party defending such action for enforcement) shall be entitled to recover its costs and expenses, including reasonable attorney's fees and court costs, incurred in connection therewith.

i. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes and cancels any and all previous agreements, understandings or negotiations, whether oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be amended or extended by a written agreement executed by the Parties hereto.

j. **No Third Party Beneficiaries.** The parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective Parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective Parties hereto.

4. **NOTICES.** Any notices pursuant to this Agreement shall be validly given or served in writing and sent by certified mail (return receipt requested and postage prepaid) or nationally recognized courier, to the following addresses:

If to Spectrum:

Spectrum Business
Attn: SMB Referral Agent Program
400 Atlantic Street
Stamford, CT 06901

With copies to:

Charter Communications
Attn: Legal Ops – Spectrum Business
12405 Powerscourt Drive
St. Louis, MO 63131

If to Referral Agent:

Business Name: _____

Attention: _____

Street Address: _____

City: _____ State: ____ Zip Code: _____

Email address: _____

Telephone number: _____

With copies to:

Business Name: _____

Attention: _____

Street Address: _____

City: _____ State: ____ Zip Code: _____

IN WITNESS WHEREOF, Referral Agent executes this Agreement by its duly authorized representative, and Referral Agent understands that such signature on Referral Agent's behalf on this contract shall bind said Agent to the terms hereof and that signature by an authorized representative of Spectrum is not necessary to effect the agreement of the parties hereto provided that Spectrum confirms and verifies Referral Agent's eligibility and qualifications for its lead referral program, notice of which Spectrum shall provide to Referral Agent via email.

Referral Agent hereby acknowledges that it has read and fully understands the foregoing Agreement, including any and all attached Exhibits, and, further, Agent agrees to each of the terms and conditions contained therein. This Agreement will be effective as of Spectrum's confirmation notice to Referral Agent as described above.

Referral Agent

Signature: _____

Title: _____

First Name: _____

Date: _____

Last Name: _____

EXHIBIT A

PROFESSIONAL SERVICES: SCOPE, MANNER OF PERFORMANCE AND COMPENSATION

Referral Agent acknowledges that it has read and understands the terms and conditions of the Agreement and this Exhibit A. This Exhibit lists additional terms and conditions related to the manner of performance and compensation for the specified Professional Services.

Lead Referrals. Referral Agent shall use its best efforts to successfully identify potential commercial Customers (i.e. provide leads) for entering into Customer Agreements with Spectrum for Spectrum's commercial services. Referral Agent must submit to Spectrum a Customer Referral Form listing each potential Customer that Agent reasonably believes is interested in entering into a Customer Agreement with Spectrum.

Service Area. Referral Agent shall provide leads in Spectrum's serviceable footprint.

Manner of Performance. Referral Agent will maintain a high level of product knowledge and market Spectrum's products and services to each prospect or customer using professional and ethical sales skills.

Contact with Spectrum. Referral Agent will deliver Leads to Spectrum. A Spectrum Account Executive will be responsible for garnering a fully executed contract with that referral. Agent shall inform Spectrum of any issues concerning Spectrum customers with which it has been in communication. Referral Agent's Spectrum Business representative shall be the Account Executive requested by Referral Agent upon application of this Agreement or subsequent representative as assigned by Spectrum.

Compensation. Without abrogating the terms of the Agreement, Referral Agent shall be qualified for any lead given to Spectrum that:

Agent has submitted a completed Referral form; and

Customer is not a temporary business (e.g. fireworks stand, holiday kiosk), and

Customer is not a SOHO (small office, home office) working from a residentially zoned location.

Compensation Schedule. If the above conditions are met and subject to all the terms under the Agreement, in consideration for the services to be rendered by Referral Agent hereunder, Spectrum shall pay to Agent compensation in accordance with the following:

Leads that are sold COAX

An amount equal to one month's recurring service fees (Monthly Service Fees) applicable to Customer's signed order of which Spectrum has accepted such order for Spectrum services up to a maximum amount of five thousand dollars (\$5,000).

Example: Referral Agent refers a Customer that signs a Customer Agreement (and is accepted by Spectrum) ordering Business Internet Access (i.e. cable modem service) for two years with Monthly Service Fees equaling \$265 per month. Upon installation and activation of the service to Customer, Agent shall receive a referral fee from Spectrum for \$265 (or one month's Monthly Service Fees paid by the new Customer).

Leads that are sold Fiber: All Fiber, PRI (T-1), or SIP delivered via Fiber leads that result in a sale are eligible for a payment equal to one month's recurring service fees (Monthly Service Fees) subject to the provisions below. Upgrades to existing Fiber services (i.e. bandwidth upgrades) are not eligible for commissions.

Example: Referral Agent refers a Customer that signs a Customer Agreement (and is accepted by Spectrum) ordering Optical Internet for three years with Monthly Service Fees equaling \$1,500 per month. Upon installation and activation of the service to Customer, Agent shall receive a referral fee from Spectrum for \$1,500 (one month's Monthly Service Fees paid by the new Customer).

In the event of a sale that requires the use of a third party service (i.e. Type II circuits), the cost incurred by Spectrum to lease the third party services will be deducted from the Monthly Services Fees and Spectrum shall compensate the Referral Agent on the net Monthly Service Fee.

Example: Referral Agent refers a Customer that signs a Customer Agreement (and is accepted by Spectrum) ordering two Optical Ethernet connections for three years, each with Monthly Service Fees equal to \$750 and which one connection includes third party circuit Monthly Costs equal to \$500. Upon installation and activation of these services Agent shall receive a referral fee from Spectrum for \$1,000:

$$2 \times \$750 = \$1,500$$

$$\$1,500 - \$500 = \$1,000$$

Any Referral Agent Leads eligible for greater than five thousand dollars (\$5,000) in commissions, per Spectrum delivered service, that resulted from a referral utilizing a direct fiber optic connection into the Customer's premises will be paid to the Referral Agent by Spectrum on an individual case basis ("ICB") at a rate of \$0.50 per commissionable dollar above the five thousand dollars (\$5,000) maximum. Referral Agent commissions per Spectrum Customer will not exceed thirty thousand dollars (\$30,000) and payments exceeding five thousand dollars (\$5,000) maximum will be paid out at the aforementioned rate of \$0.50 per commissionable dollar.

Example: Referral Agent refers a Customer that signs a Customer Agreement (and is accepted by Spectrum) ordering three Optical Internet connections for three years with Monthly Service Fees equaling \$6,000 per month. Upon installation and activation of the service to Customer, Referral Agent shall receive a referral fee from Spectrum for \$5,500:

$$1 \times \$6,000 = \$6,000$$

$$\$6,000 - \$5,000 = \$1,000$$

$$\$1,000 \times \$0.50 = \$500$$

$$\$500 + \$5,000 = \$5,500.$$

Date Compensation Earned. The compensation on a given order under an executed Customer Agreement shall be deemed earned when Spectrum completes installation of services (i.e. "Turn-Up") for an Agent-referred Customer.

Payment of Compensation. All amounts payable by Spectrum pursuant to this Agreement shall be paid to Referral Agent within ninety (90) days from the Turn-Up date of Spectrum services for referred Customer.

Upon 30 days written notice to Referral Agent, Spectrum may modify compensation terms under this Agreement.

Charge-backs COAX. In the event the qualifying Customer Agreement is terminated for non-payment within the first ninety (90) days of the Service Period, Spectrum will charge back to Referral Agent the associated compensation.

Charge-backs FIBER. In the event the qualifying Customer Agreement is terminated for non-payment within the first one hundred eighty (180) days of the Service Period, Spectrum will charge back to Referral Agent the associated compensation.

Compensation Claims: All compensation claims must be made to Spectrum in writing within ninety (90) days of date in which payment to Referral Agent would have been made at cbcommissions@charter.com

Completed Lead Referral. A Completed Lead Referral shall mean a Referral Agent customer referral which has met all of the qualifications listed above for Agent to be entitled to compensation as set forth herein.

EXHIBIT B

REFERRAL PARTNER CUSTOMER REFERRAL FORM

When Referral Agent identifies a customer opportunity for Spectrum Business, Agent must follow the lead submission process as specified by the assigned Spectrum Business Account Executive.

EXHIBIT C

E-RATE REFERRAL PARTNER ADDENDA

Referral Agent shall comply with all applicable FCC rules and regulations and Universal Service Administrative Company ("USAC") guidelines or procedures. Spectrum may terminate the Agreement and/or suspend the payment of any or all commissions due and owing to Referral Agent in the event of Referral Agent's breach of this Section. Referral Agent shall defend, indemnify, and hold harmless Spectrum and its officers, directors, employees, representatives and agents from and against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses, including reasonable attorney fees and court costs, arising out of or related to Referral Agent's (including without limitation its agents, employees or representatives) failure to comply with applicable law, FCC rule or regulation, or USAC guideline or procedure related to the E-rate Program.

By signing this Amendment, Referral Agent acknowledges and agrees to:

1. Comply with all gift requirements as set forth by the FCC or USAC for the E-rate Program. Referral Agent shall not offer gratuities, including entertainment, donations, advertising/promotional items, meals, gifts or otherwise, in order to secure favorable treatment with respect to any Request for Proposal ("RFP") or customer agreement.
2. Comply with all FCC and USAC requirements concerning pre-sale and RFP activity in providing information to a customer during the planning or design stage of a sale opportunity.
3. Comply with all FCC and USAC requirements concerning RFP development and submittal.
4. Submit no pricing, RFP responses or customer agreements for Spectrum services
5. Provide all FCC or USAC requests for information, including any Program Integrity Assurance inquiries, directly to Spectrum.