Spectrum Business
Business Partner Referral Program:
Enrollment Package

Instructions:

All information must be typed with the exception of participants signatures where required.

1) Complete Marketing Collaboration Agreement (pages 2-7)
   a. Required fields on pages 2 & 6
   b. Signature required on page 6

2) Complete W-9
   a. Entity information, signature & date required (page 8)

3) Complete New Vendor Information Form
   a. All highlighted fields required (pages 9-11)
   b. OPTIONAL: If electing to enroll in Direct Deposit, please complete the ACH form on page 12. Signature required. (page 12)

4) Print Business Partner Referral Program Enrollment Package

5) Physically sign all designated signature fields
   a. Marketing Collaboration Agreement (page 6)
   b. W-9 (page 8)
   c. OPTIONAL: ACH Form (page 12)

Scan and email executed Enrollment Package to twc.BPRP.registration@charter.com

New business partner registration typically takes 2-4 weeks. Approved partners will receive e-mail confirmation upon registration completion.
MARKETING COLLABORATION AGREEMENT

This Spectrum Business Services Marketing Collaboration Agreement ("Agreement"), effective as of ______, 20__ (the "Effective Date"), is by and between __________________ ("Company"), with a principal place of business at ______________________, and Charter Communications LLC doing business as Spectrum Business, with a principal place of business at 400 Atlantic Street, Stamford, CT 06901.

WHEREAS, Spectrum Business is in the business of providing the video services, internet services, site connectivity, and voice communications services set forth on Exhibit A (the "Services") to commercial customers in the Spectrum Business operating areas (which is defined by the Spectrum Business internal operating procedures and is subject to amendment by Charter Communications from time to time) (the "Territory"); and

WHEREAS, Spectrum Business desires to expand its commercial customer base to include a greater number of active commercial customers in the Territory; and

WHEREAS, Spectrum Business desires to use Company’s services on a nonexclusive basis to promote and market the Services to prospective commercial customers within the Territory, and Spectrum Business has agreed to compensate Company for such services, all as set forth in this Agreement.

NOW, THEREFORE, intending to be legally bound, Spectrum Business and Company agree as follows:

1. Appointment. Subject to the terms and conditions of this Agreement, Spectrum Business hereby appoints Company, and Company hereby accepts such appointment, as a non-exclusive independent representative for the promotion and marketing of the Services to potential commercial customers located within the Territory ("Targets"). Subject to the terms and conditions of this Agreement, Spectrum Business authorizes Company, in and limited to the Territory, to (a) market and promote Services to Targets and (b) refer such Targets to Spectrum Business. Company has no authority to, and agrees that it will not, directly or indirectly, solicit Targets that: (i) are publicly-funded educational programs or entities; (ii) are multi-dwelling units ("MDUs"); (iii) are residential customers; (iv) are existing Spectrum Business commercial services customers, except as provided herein; (v) are providers of communications services, whether as private or common carriers; (vi) constitute businesses that are owned by Company or with which Company is otherwise affiliated; (vii) are located outside of the Territory; or (viii) are purchasing the Spectrum Business National Teleworker Service or any other product or service of Spectrum Business that does not constitute part of the "Services", as that term is defined in this Agreement (each of Section 1(i) – 1(ix) an "Excluded Target"). Excluded Targets will be considered rejected Targets pursuant to this Agreement. Notwithstanding anything to the contrary in Section 1 (iv), Company may solicit Targets that are existing SPECTRUM BUSINESS commercial services customers so long as the solicitation relates to a line of business (internet, phone, cable, and ethernet) ("Line of Business") that Spectrum Business is not currently providing to such customer.

2. Company Obligations.

2.1. Company will use commercially reasonable efforts to refer, market and promote Services to Targets and refer such Targets to SPECTRUM BUSINESS, in accordance with the terms and conditions of this Agreement. Company (a) will avoid deceptive, misleading or unethical practices that are or might be detrimental to SPECTRUM BUSINESS, the Services, or the public; (b) will not make false or misleading representations with regard to SPECTRUM BUSINESS or the Services; (c) will not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to SPECTRUM BUSINESS or the Services; (d) will not make representations, warranties or guarantees to Targets or to the trade with respect to the specifications, features or capabilities of the Services that are inconsistent with the literature distributed by SPECTRUM BUSINESS, or that purport to be on behalf of SPECTRUM BUSINESS or in SPECTRUM BUSINESS’s name; and (e) will not make any representation(s), express or implied, that Company is an employee, partner or joint venture of SPECTRUM BUSINESS, or that Company has any authority to bind SPECTRUM BUSINESS, by contract or otherwise. Company will maintain records of its activities hereunder and will permit SPECTRUM BUSINESS to review such records upon reasonable prior written notice from SPECTRUM BUSINESS to determine Company’s compliance with this Agreement.

2.2. Company, at its expense, will comply with all local, state and federal laws and regulations applicable to its performance hereunder (including without limitation all laws relating to consumer protection and unfair trade practices) and will obtain, renew, and maintain any license or permit necessary for the conduct of Company's business.

2.3. SPECTRUM BUSINESS grants Company a limited, nonexclusive, nontransferable right during the Term to use, copy and distribute in their entirety to Targets any SPECTRUM BUSINESS marketing and promotional materials regarding the Services provided by SPECTRUM BUSINESS to Company. Company shall not make use of SPECTRUM BUSINESS's trademarks, service marks, logos or designations (the “SPECTRUM BUSINESS Marks”), other than as the same
are included within SPECTRUM BUSINESS’s marketing and promotional materials provided to Company, without SPECTRUM BUSINESS’s prior written consent.

3. **Term.** This Agreement will commence on the Effective Date and continue for a period of one (1) year (the “Term”), unless earlier terminated in accordance with Section 11. This Agreement shall continue thereafter on a month-to-month basis unless terminated upon written notice by one of the parties giving at least thirty (30) days’ prior written notice to the other party.

4. **Referral Process.** Company will introduce SPECTRUM BUSINESS sales personnel to Targets and facilitate meetings between SPECTRUM BUSINESS sales personnel and Targets. For each Target that Company is referring to SPECTRUM BUSINESS, Company will submit an electronic Target lead form online as directed by SPECTRUM BUSINESS via an online point of interaction between SPECTRUM BUSINESS and Company (the “Portal”). Target referrals that are not submitted via the Portal will not be valid. In addition, Target leads that are submitted by Company via the Portal may not be considered valid, registered leads unless and until such referral registrations are approved in writing (which may include electronic notification) by a SPECTRUM BUSINESS Sales Manager or Director. If a SPECTRUM BUSINESS Sales Manager or Director electronically approves a Target lead that has been submitted by Company via the Portal, and such Target is not an Excluded Target (as defined in Section 1, above), then such Target will be considered an “Approved Lead” and the date the applicable Target lead form was submitted to the Website will be considered the “Lead Effective Date.” Approved Leads are valid for 180 days from the Lead Effective Date, meaning that if an Approved Lead has not executed an agreement for Services with SPECTRUM BUSINESS for a minimum one (1) year term within 180 days after the Lead Effective Date, (i) no Referral Fee will be owed with respect to the Target, and (ii) Company must submit a new lead form for the applicable Target via the Portal if Company would like to be eligible to earn a Referral Fee with respect to that Target. Nothing in this Agreement will obligate SPECTRUM BUSINESS to accept any introduction to a Target, and SPECTRUM BUSINESS will retain sole and absolute discretion to determine whether to negotiate with or enter into a transaction for Services with any Target.

5. **Fee.**

5.1. If any Approved Lead introduced to SPECTRUM BUSINESS by Company executes an agreement for a minimum one (1) year Service term with SPECTRUM BUSINESS within one hundred eighty (180) days of the applicable Lead Effective Date, SPECTRUM BUSINESS will pay to Company a one-time referral fee for the applicable Service(s) ordered by such Approved Lead as set forth on Exhibit A (“Referral Fee”). The parties agree that the Referral Fee will be a payment solely with respect to a particular Approved Lead, and that such payment will be the sole, exclusive, and final compensation due from SPECTRUM BUSINESS to Company with respect to Company’s referral of each such Approved Lead. The Referral Fees will be due and payable by SPECTRUM BUSINESS to Company sixty (60) days after SPECTRUM BUSINESS has installed the applicable Services ordered by the Approved Lead. Notwithstanding the foregoing, if an Approved Lead that executes a minimum one (1) year Service agreement with SPECTRUM BUSINESS disconnects Service(s) within the first six (6) months after the Service(s) have been installed by SPECTRUM BUSINESS, Company will refund to SPECTRUM BUSINESS the Referral Fee paid by SPECTRUM BUSINESS to Company with respect to such Approved Lead (or SPECTRUM BUSINESS, at its sole option, may set-off such amount of a previously paid Referral Fee from future Referral Fees owed by SPECTRUM BUSINESS to Company).

In no event will SPECTRUM BUSINESS pay any Referral Fee to Company hereunder with respect to any Target lead that (i) did not become an Approved Lead pursuant to Section 4 above prior to such Target lead’s placement of an order for Services with SPECTRUM BUSINESS; or (ii) constitutes an Excluded Target or other SPECTRUM BUSINESS-rejected Target. For the avoidance of doubt, this Agreement is intended only for the referral of new SPECTRUM BUSINESS customers and new Lines of Business to existing SPECTRUM BUSINESS customers by Company and SPECTRUM BUSINESS has no obligation to pay a Referral Fee based on any renewal or upgrade of an existing agreement between SPECTRUM BUSINESS and an existing SPECTRUM BUSINESS customer. Notwithstanding anything to the contrary herein, in the event that more than one person or entity, including, but not limited to, Company and SPECTRUM BUSINESS, is involved in the referral of an Approved Lead that results in an agreement for Services between such Target and SPECTRUM BUSINESS, SPECTRUM BUSINESS will generally pay the entire Referral Fee to the person or entity through the closed sale of an Approved Lead. In certain circumstances, however, SPECTRUM BUSINESS may elect in its discretion to apportion the Referral Fee hereunder between such entities.

5.2. For avoidance of doubt, and in accordance with the terms of Section 13 below, this Agreement supersedes all prior agreements between SPECTRUM BUSINESS and Company with respect to the promotion, marketing and referral services provided by Company (“Prior Agreements”).

6. **No Agency.** Company is engaged by SPECTRUM BUSINESS solely as an independent contractor and not as an agent, employee, joint venturer, or partner, and has no authority to bind SPECTRUM BUSINESS to any third party, by contract or otherwise. Company will not have, and will not represent that it has, any authority to assume or create any obligation, express or implied, to enter into any agreements regarding Services, or to make any warranties or representations on behalf of SPECTRUM BUSINESS or in SPECTRUM BUSINESS’s name. Company shall not represent itself as a SPECTRUM BUSINESS-sponsored agent, re-seller, or alternate channel sales partner. Company represents that, as of the
7. Proprietary Information.

7.1. SPECTRUM BUSINESS may provide Company with certain confidential and proprietary information ("Confidential Information"). The term Confidential Information shall include, but is not limited to: Customer Information (as defined below), business plans, marketing plans and procedures, strategies, proposals and budgets, financial information and forecasts, other information that constitutes proprietary or trade secret information belonging to SPECTRUM BUSINESS, and information that is reasonably considered proprietary or confidential, regardless of whether marked as such. Company agrees to hold all such Confidential Information in the strictest confidence and not to use such Confidential Information for any purpose other than as is strictly required to perform Company’s services pursuant to this Agreement. Company will not disclose any such Confidential Information to any third party without the prior written consent of SPECTRUM BUSINESS.

7.2. Without limiting the foregoing and notwithstanding any other provision of this Agreement, and except to the extent necessary to perform Company’s obligations under this Agreement, Company will not access, gather and/or retain any data that relates to SPECTRUM BUSINESS’s customers ("Customer Information") and will not take any action, or allow any third party to take any action, that would enable a third party to access, gather, or retain any such Customer Information for any purpose. Company acknowledges and agrees that all Customer Information is, as between Company and SPECTRUM BUSINESS, the sole property of SPECTRUM BUSINESS and shall be considered SPECTRUM BUSINESS’s Confidential Information hereunder (irrespective of the form in which such information is collected, gathered, or received by Company hereunder and irrespective of whether marked or otherwise identified as confidential). Company will not use any Customer Information for any purposes except as strictly required for the provision of Company’s services hereunder, and, specifically, shall not use any Customer Information for soliciting or referring, or to permit or cause others to solicit or refer, any SPECTRUM BUSINESS customer(s) and Targets to subscribe to any non-SPECTRUM BUSINESS services or to promote the sale of any non-SPECTRUM BUSINESS product, and Company shall under no circumstance directly or indirectly reveal any Customer Information to any third party for any reason without SPECTRUM BUSINESS’s express advance written consent, which may be withheld in SPECTRUM BUSINESS’s sole discretion for any reason or no reason. Company will provide SPECTRUM BUSINESS with immediate written notice upon Company’s discovery or receipt of notification of any actual, potential, or threatened unauthorized access to, use, and/or disclosure of any Customer Information in the possession or control of Company or any of its representatives or otherwise occurring through the provision of services provided by Company hereunder (each a “Security Breach”) and, except as otherwise directed by SPECTRUM BUSINESS, immediately and at its own expense investigate and take all steps to identify, prevent, and mitigate the effects of any Security Breach. Company will promptly provide to SPECTRUM BUSINESS a detailed description of any such Security Breach, any affected Customer Information, the identity of affected SPECTRUM BUSINESS customers, and any other information as SPECTRUM BUSINESS may request concerning the Security Breach, and conduct any recovery necessary and requested by SPECTRUM BUSINESS to remediate the impact of such Security Breach.

7.3. Company acknowledges that in the event of an actual or threatened breach of this Section 7, SPECTRUM BUSINESS may be irreparably harmed and may not have an adequate monetary remedy, and therefore will be entitled to seek injunctive or other equitable relief without any requirement to post bond. Such remedy will be in addition to any other remedies available to SPECTRUM BUSINESS at law or in equity.

7.4 The obligations of confidentiality contained herein will not apply to any information that: (a) was or becomes generally available to the public or otherwise part of the public domain other than through any act or omission of Company in breach of this Agreement; (b) was disclosed to Company, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; (c) is independently developed by Company; or (d) is required to be disclosed under operation of law or governmental process; provided, however, that in the event Company is required to disclose Confidential Information under operation of law or government process, Company shall provide SPECTRUM BUSINESS with sufficient advance written notice prior to such disclosure and reasonably cooperate with SPECTRUM BUSINESS to take any and all available steps as requested by SPECTRUM BUSINESS to object to such disclosure.

8. Company Representations and Warranties. Company represents and warrants that (a) it has the full corporate right, power, and authority to enter into and perform its obligations under this Agreement, (b) its execution and performance of this Agreement does not and will not violate any agreement to which it is a party or by which it is otherwise bound or any applicable law; (c) it has sufficient technical expertise to enable it to perform its obligations under this Agreement; and (d) Company has not relied upon any statements or representations by SPECTRUM BUSINESS in deciding to enter into this Agreement. Company also acknowledges and agrees that the following persons and entities are not eligible to perform services for SPECTRUM BUSINESS pursuant to this Agreement: companies owned in whole or in part by, or that have as a principal stakeholder, a current or former SPECTRUM BUSINESS employee, or an immediate family member of a current or former SPECTRUM BUSINESS employee (where “immediate family member” is defined as a spouse, parent, child, sibling,
grandparent, or grandchild, and entities satisfying (i) or (ii) are referred to as “Excluded Entities”). Company represents and warrants that it is not an Excluded Entity.

9. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, SPECTRUM BUSINESS MAKES NO WARRANTY TO COMPANY WITH RESPECT TO THIS AGREEMENT OR THE SERVICES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. **Indemnification.** Company will indemnify, defend and hold harmless SPECTRUM BUSINESS and its affiliates, and their respective officers, directors, employees, agents, members, partners, successors and assigns, from and against any and all losses, damages, liabilities, claims or lawsuits, including any costs, reasonable attorneys’ fees and all awards and/or judgments to which the indemnified party may become subject, due to or arising out of (a) any act or omission of Company, its employees, or agents in promoting or marketing the Services or otherwise performing its obligations hereunder, including without limitation any willful or negligent acts or omissions of Company, its employees, or agents; (b) any representation or warranty made by Company, its employees, or agents relating to the Services; or (c) any breach of any of Company’s representations, warranties, or covenants set forth herein.

11. **Termination.** This Agreement may be terminated at any time by SPECTRUM BUSINESS with or without cause upon thirty (30) days written notice to Company. Upon termination or expiration of this Agreement, Company will promptly return all materials containing SPECTRUM BUSINESS’s Confidential Information. COMPANY ACKNOWLEDGES AND AGREES THAT SPECTRUM BUSINESS WILL NOT BE LIABLE TO COMPANY FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF GOODWILL, PROSPECTIVE PROFITS, OR ANTICIPATED INCOME, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, WHETHER RELATED TO COMPANY’S EXPENDITURES, INVESTMENTS, LEASES, COMMITMENTS MADE BY COMPANY, OR ANY OTHER REASON. COMPANY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAW OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Company acknowledges that (a) Company has no expectation and has received no assurances that any investment by Company in its performance of this Agreement will be recovered or recouped or that Company will obtain any anticipated amount of profits by virtue of this Agreement, and (b) Company will not have or acquire by virtue of this Agreement or otherwise any vested proprietary or other right in the promotion of the Services or in any “goodwill” created by its efforts hereunder. Sections 5, 7, 8, 9, 10, 11, 12, 13, and 17 of this Agreement will survive any termination or expiration of this Agreement.

12. **Limitation of Liability.** IN NO EVENT WILL SPECTRUM BUSINESS BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT EVEN IF SPECTRUM BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SPECTRUM BUSINESS’S CUMULATIVE LIABILITY HEREUNDER EXCEED THE REFERRAL FEES RECEIVED BY COMPANY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE APPLICABLE CLAIM.

13. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Company and SPECTRUM BUSINESS with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. This Agreement may not be modified except in writing signed by the parties hereto.

14. **Assignment and SPECTRUM BUSINESS Affiliate Rights.** This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. Company may not, without the prior written consent of SPECTRUM BUSINESS, assign, delegate, or otherwise transfer this Agreement or any obligation incurred hereunder, and any attempt to do so in contravention of this Section 14 will be void and of no force and effect. SPECTRUM BUSINESS, at its option, may exercise any of its rights or remedies under this Agreement, and/or perform any of its duties or obligations hereunder, by itself or through any SPECTRUM BUSINESS Affiliate in conformity with the terms and conditions of this Agreement. For the purposes of this Section, “SPECTRUM BUSINESS Affiliate” means: (i) any of Spectrum Business Inc. (“SPECTRUM BUSINESS”), Time Warner NY Cable LLC (“TWNY”), Time Warner Entertainment-Advance/Newhouse Partnership (“TWAN”); and (ii) any other corporation, partnership, joint venture, trust, joint stock company or other entity as to which any one or more of SPECTRUM BUSINESS, SPECTRUM BUSINESS, TWNY or TWAN owns or controls at least twenty-five percent (25%) of the voting securities of such entity.

15. **Notices.** Except for notices from SPECTRUM BUSINESS to Company pursuant to Section 4 or 5, which may be delivered electronically, all notices or other communications hereunder will be delivered by personal delivery, nationally recognized express courier or certified or registered U.S. mail, return receipt requested, and will be deemed given upon receipt at the addresses set forth above on the first page of this Agreement, or such other address as a party may specify in writing.
A copy of all notices sent to SPECTRUM BUSINESS hereunder must be sent to Spectrum Business Enterprises LLC, Attention: General Counsel, 60 Columbus Circle, New York, NY 10023.

16. **Non-exclusive Relationship.** The parties agree that at any time during the Term either Company or SPECTRUM BUSINESS may freely enter into any similar arrangement with any third party.

17. **Miscellaneous.** No term or provision contained herein will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the parties. If any provision of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect unless the omission of such terms would materially alter the overall obligations of the parties as expressed in this Agreement. No party hereto will be liable to any other party for any failure, delay, or interruption in the performance of any of the terms or conditions contained in this Agreement due to causes entirely beyond the control of that party, including, without limiting the generality of the foregoing, strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of governmental authority, floods, riots, or rebellion. The interpretation, validity, and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, will be governed by the laws of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction will be disregarded). Any legal action brought under or in connection with the subject matter of this Agreement will be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. The parties hereby waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to this Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate. Company shall not use SPECTRUM BUSINESS’s or SPECTRUM BUSINESS Affiliates’ names or logos, or otherwise issue any publicity releases or make any public statement(s) (including without limitation in the form of news releases, advertising or solicitation materials, or blog or social media postings) relating to this Agreement or the Services to be performed hereunder, without the prior written approval of SPECTRUM BUSINESS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will together constitute one and the same instrument.

The individuals signing below represent, warrant, and covenant to each other, to SPECTRUM BUSINESS, and to Company that they are duly authorized to execute and deliver this Agreement on behalf of the entity for which they have signed.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**SPECTRUM BUSINESS ENTERPRISES LLC**

By: ___________________________ 

Name: _________________________

Title: SPECTRUM BUSINESS BC Vice President of Commercial Sales

Date: __________________________

Email Address: __________________

**[COMPANY]**

By (Signature): _______________________

Name: _____________________________

Title: ______________________________

Date: _____________________________

Email Address: ______________________
EXHIBIT A

SERVICES AND REFERRAL FEE

SPECTRUM BUSINESS Services:

Internet Access
Ethernet Services
Video Services
Voice Services (Business Class Phone, SIP, and PRI)

Notwithstanding the foregoing, the “Services” hereunder do not include, and Company is not permitted to promote or market, SPECTRUM BUSINESS’s Business Class National Teleworker Service. For the avoidance of doubt, in no event shall Company be entitled to a Referral Fee in connection with SPECTRUM BUSINESS’s Business Class National Teleworker Service.

Referral Fee

Subject to the terms of Section 5 of the Agreement and the following paragraph, the Referral Fee will equal 100% of the Monthly Recurring Charge (MRC) (excluding taxes & surcharges), as defined and charged to the Approved Lead under the applicable Service agreement entered into between SPECTRUM BUSINESS and such Approved Lead.

Notwithstanding the foregoing, in no event shall SPECTRUM BUSINESS pay a Referral Fee for any particular Service agreement in excess of $5000 unless such amount has been expressly approved in writing by the SPECTRUM BUSINESS Vice President of Sales.