



COMMERCIAL REFERRAL AGENCY AGREEMENT

Version 1.2

AGENT LEGAL NAME: _____

Agent Identification Number: _____

Commercial Referral Agency Agreement

THIS COMMERCIAL AGENCY AGREEMENT (this "Agreement"), is entered into by and between [Cox enter system] d/b/a Cox Business Services, a Delaware corporation ("**Cox**"), having an office at _____ and ("**Agent**"), having an office at _____

WHEREAS, Cox is engaged in the business of marketing and providing communication services by and through one or more of its authorized affiliates and such communication services include voice, video and Internet ("Service(s)") in the Franchise Area identified in Exhibit A;

WHEREAS, Agent desires to become an authorized marketing agent for the referral of potential subscribers ("Customers") to Cox for the sale of Services by Cox in exchange for a Referral Fee pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter the parties agree as follows:

1. Term; Termination. This Agreement shall commence on the ___ day of _____, 2003, and terminate on the ___ day of _____, 20__ (Initial Term). At the end of the Initial Term, this Agreement will automatically renew for successive terms of one (1) year each ("Renewal Term") unless either party gives written notice to the other party of its intent not to renew at least thirty (30) days prior to the expiration of the then existing Term. During any Renewal Term, either party may terminate this Agreement at any time by providing the other party at least thirty (30) days written notice. The Initial Term and Renewal Term hereafter referred to as the "Term." Either party may terminate this Agreement if the other party breaches this Agreement and the non-breaching party provides the breaching party with ten (10) days written notice of such breach.

2. Services. Agent is authorized to solicit, market and refer only potential commercial business Customers to Cox within the Franchise Area subject to the terms and conditions contained herein. Agent is authorized to represent Cox only for the Services selected below:

Telephone Service Video Service Internet/Data Service
 Web Hosting/ Web Conferencing

3. Appointment of Agency.

3.1 Scope of Agency. Cox appoints Agent to solicit and refer Customers to Cox for the Services identified in Section 2. The agency relationship created hereunder shall extend to the referral of Services identified herein only and shall not be construed as a general agency, or an authorization to offer other Cox products and services not explicitly set forth in this Agreement. A referral by Agent is a lead that is provided to Cox under the terms and conditions of this Agreement so that a Cox-designated employee can subscribe the Customer to Services under a separate Commercial Services Agreement. Agent accepts such appointment and agrees to promote, solicit and refer potential Customers to Cox in the manner described herein. Agent may not subscribe potential Customers or bind Cox to the provision of Services but shall refer such potential Customers to Cox. If Cox discovers that Agent provided false or misleading information on its Agent Application, Cox may immediately terminate this Agreement by providing notice to Agent.

3.2 Alternate Distribution Channels. Agent acknowledges that Cox may actively continue to market, promote and subscribe Customers to Services in the Franchise Area through its own direct sales force and through other agents or through other methods of distribution. Cox shall not be liable to Agent in any manner if any order for Service is obtained from a Customer by Cox or by any other agent, or through other distribution channels despite Agent's prior solicitations of the Customer placing the order.

3.3 Agency Limitations. Agent acknowledges that this Agreement is a limited agency agreement specifically for commercial business customers. Agent is not authorized to represent itself as an Agent of Cox and offer Services with respect to (i) local, state or federal government accounts, including educational institutions ("Government Accounts"); (ii) residential customers; or (iii) protected accounts. Cox shall provide Agent a copy of Cox's Protected Accounts, which Cox may amend from time-to-time, and Cox will advise Agent of such changes in writing. The Protected Account list is deemed confidential Information and subject to the Confidentiality obligations in Paragraph 7 of this Agreement.

4. Relationship of the Parties.

4.1 Independent Businesses. This Agreement shall not be considered to create a joint venture, partnership, employment relationship, franchise or any other legal relationship between the parties. The parties are independent businesses. This is an arms-length, commercial transaction and neither party shall share or be responsible for the debts and liabilities of the other party nor have the authority to legally bind the other in any manner, except as specifically set forth herein.

4.2 Agent Operations; Sub-Agents. Agent shall conduct its business on its own initiative, responsibility and expense. Agent has the right to exercise full control of and supervision over its employees and Agent is responsible for employment, compensation and discharge of all Agent employees assisting in the performance of its obligations. Agent employees shall not be considered for any purpose to be employees of Cox and Agent shall be solely responsible for all matters relating to payment of its employees including the provision of benefits and all other related employment matters. Agent shall be responsible for Agent's own acts and those of Agent's subordinates, employees and servants during the performance of Agent's obligations under this Agreement. Agent shall **NOT** appoint or use subagents to solicit, promote or market Cox Service.

4.3 Business Risk. Agent acknowledges that Cox has made no representations or guarantees, express or implied, regarding the profit that Agent will or might make as an Agent of Cox. Agent assumes all financial risks associated with the agency created under this Agreement.

5. Agent Responsibilities.

5.1. Scope. Agent shall diligently promote, market and solicit potential Customers in the Franchise Area and refer such Customers to Cox. Agent shall inform and explain to potential Customers the advantages, features, availability, specifications, and rates and charges for Cox Services in the Franchise Area. Agent shall promote only the rates and charges for such Service as set forth in Exhibit B which may be amended by Cox from time to time. In promoting the Services, Agent shall use only brochures, pamphlets, rate sheets, or other collateral advertising materials ("Collateral") prepared by Cox and Cox may charge Agent the reasonable cost and expense associated with supplying Agent with Collateral materials. Agent shall not offer Services under rates, terms, or conditions other than those provided to Agent by Cox. **Agent acknowledges and understands that Cox telephone Service is offered subject to Cox tariff(s) and that Agent shall not promote Cox telephone Service under any other terms and conditions other than those set forth in Exhibit B or the applicable tariff. Agent shall accurately represent Cox Services to potential Customers and Agent is solely responsible for the accuracy of the statements and representations made by Agent or its employees regarding the Cox Services. Services to Customers may be provided by one or more Cox affiliates.**

5.2. PIF Form. For each potential Customer for which Agent seeks a Referral Fee, Agent shall complete and submit a Prospect Information Form ("PIF") attached hereto as Exhibit C, as soon as possible, but not later than three (3) business days after meeting with Customer and completing the PIF. Agent shall follow the procedures established by Cox for completing and transmitting the PIF to Cox. Agent shall not be entitled to a Referral Fee if Agent fails to follow the procedures for completing the PIF and/or fails to submit the PIF as provided herein. Agent is not authorized to subscribe Customer to Services and only Cox employees shall be authorized to subscribe Customers to Service. Agent may provide Customer other telecommunication products and services which do not interfere with the operational integrity of the Cox network or the delivery and transmission of Services.

5.3. Advertising Approval. Any advertising performed by Agent to promote the Services covered by this Agreement shall be done at Agent's own expense. Any advertising copy outside the scope of

the material provided to Agent by Cox must be submitted to Cox for its prior review and written approval at least ten (10) days before production or use. Agent shall, solely at Agent's expense and prior to use of any such advertising material, make any and all changes, corrections or alterations to such material that Cox, in its sole discretion, deems necessary or advisable. If Agent incurs any expense or costs with respect to any advertising material prior to getting Cox's written approval, as provided herein, Agent does so at its own risk and Cox shall not be responsible for such cost or expense if Cox refuses to approve Agent's proposed advertising or promotional materials.

5.4 Telemarketing/Internet. With respect to the Services under this Agreement, Agent shall not engage in telemarketing campaigns with respect to Customers or potential Customers, or request a third-party to do so on Agent's behalf, without the prior express written approval of Cox. Agent is permitted to contact potential Customers via telephone provided such contacts comply with all laws rule and regulations relating to general telemarketing. Agent shall not offer Service through the use of any telephone equipment, including facsimile machines, in a manner that may violate Federal laws including Federal statute titled "Restrictions on Use of Telephone Equipment", 47 U.S.C. Section 227, or any similar state law applicable to telephone service. Agent shall be responsible for Agent employee's compliance with laws relating to telemarketing and facsimile machine usage. Agent shall not, without the prior written consent of Cox, market, promote, offer for sale Service through the Internet or through any web site hosted or controlled by Agent without the prior written consent of Cox which may be withheld in Cox's sole discretion. Agent's web site, shall not use the Cox Marks to set up Internet search engines to drive potential Customers to Agent's web site. Agent shall not engage in sending bulk e-mails commonly know as Spam with respect to promoting the Cox Services to potential Customers or violated state or federal Spam laws.

5.5 Agent Promotion. Agent must faithfully, honestly and diligently perform its obligations under this Agreement, and must use its best efforts to promote and enhance the use of Services provided by or through Cox. Agent will take no action inconsistent with the provisions of this Agreement and must support Cox's efforts in providing Services to potential Customers. Agent must provide timely, courteous and efficient service to potential Customers and must be governed in all dealings with the members of the public and with Cox by the highest standards of honesty, integrity, ethical conduct and fair dealing. Agent must refrain from any business practice, promotion or advertising which may be injurious to the business or good will of Cox. Agent must comply with the policies and procedures set forth in the Agent Operations Manual. Agent's failure to maintain these standards may result in Cox terminating this Agreement. Upon the expiration or termination of this Agreement for any reason, Agent must cease representing itself in any fashion as an Agent or representative of Cox.

5.6 Insurance and Licenses. Agent shall maintain during the course of this Agreement, insurance policies in amounts equal to or greater than those specified in Exhibit "E" and shall provide Cox with a certificate of insurance indicating the coverages set forth in Exhibit E. Cox shall be named as an additional insured with respect to Agent's General and Automobile Liability and such policies shall also provide Cox with 30 days prior notice of any cancellation or material change. Agent shall be a duly organized legal entity, authorized and qualified to do business in all the states, counties, cities or municipalities where Cox has authorized Agent to represent Cox Services under this Agreement and shall have the appropriate licenses, permits or authorizations (collectively "Licenses") with respect to the operation of its agency.

5.7 Cox Marks. Agent is not granted any rights in and is not authorized, licensed or permitted to use trademarks, service marks, trade names, insignia, symbols, decorative designs, or the like owned by Cox or its affiliates ("Marks") except for the limited purpose to identify Cox Service and only within the Franchise Area described in Exhibit A during the Term of this Agreement. In connection with this limited use, Cox shall furnish the list of Marks that Agent is permitted to use and the rules and regulations pertaining to use of the Marks. Agent agrees to comply with all such rules and regulations. Agent agrees that during or upon cancellation, termination or expiration of this Agreement, Agent shall not use any identical or confusingly similar Mark or any identical or confusingly similar trade name, service mark, trademark, advertising, logo, insignia, symbols or decorative designs to the Marks or other items used by Cox in the Franchise Area, except that Agent and its owners may use or continue to use any trade name, or service mark Agent or its owner(s) rightfully used in any business prior to the date of this Agreement. Agent also agrees to return to Cox upon expiration, cancellation or termination of this Agreement or at Cox's earlier request, any advertising and marketing materials, forms, Customer or potential Customer lists, and other materials containing any Mark or otherwise identifying or relating to the Services of Cox within ten (10) days. Upon the expiration or

termination of this Agreement for any reason Agent must discontinue the use of all Cox marks, logos, stationery or business cards containing such Cox Marks.

5.8 Agent Location. If Agent maintains an office or other business location for the sale of Cox Services under this Agreement ("Agent Location"), Cox shall have the right to inspect such Agent Location(s) to ensure that it meets the standards of Cox. Cox may terminate this Agreement if in Cox's sole opinion, Agent's Location (s) fails to meet the standards of Cox. Once an Agent Location has been approved by Cox, Agent may not move to another or different location without the prior written approval of Cox, and if Agent moves the Agent Location or adds an additional location without such approval, Cox may terminate this Agreement. Agent may not place signs using any of the Cox Marks (hereafter defined) on the building or Agent Location.

5.9 Minimum Performance Criteria. Agent must provide Cox with a minimum of One (1) referral per quarter and generate at least one sale every six months ("Referral Objective") in order to remain an Agent in good standing under this Agreement. For purpose of this Section 5.9, a referral is defined as the submission of a complete and accurate PIF to Cox as required during the Term of this Agreement. If Agent does not achieve this minimum performance criteria, Cox reserves the right to terminate this Agreement. The foregoing notwithstanding, during the first quarter of the Initial Term of this Agreement, Agent shall waive the Referral Objective in this Section 5.9 to provide Agent with "ramp-up" time to achieve the Referral Objective. The Referral Objective may be subject to change from time-to-time and Cox shall notify Agent of such change at least ninety (90) days prior the effective date of the revised Referral Objective.

5.10 Referral and Activation Coordination. Agent shall assist Cox in ensuring that the hand-off from referral by Agent to activation and installation by Cox for each potential Customer is conducted in a professional and business-like manner. Agent must cooperate with Cox Account Managers or other Cox employees to coordinate sales visits to Customer locations to facilitate the promotion and sale of Cox Services. Agent assistance may include, but is not limited to, sales visits, personal introduction to the potential Customer, attending Cox-potential Customer meetings, providing Cox information as to other products and services sold by Agent to Customer, and other information about the potential Customer and such other assistance reasonably required by Cox to provide Services to potential Customers.

5.11 Construction and Installation. Agent shall not, without the prior written approval of Cox, engage in construction or installation of the Services provided by Cox. Agent is prohibited from connecting or installing any equipment on the Cox network without the prior written approval of Cox.

5.12 Agent Products and Services. Agent may provide Customer ancillary products and services such as computers, routers, modems, PBX, handsets, wiring, jacks, and other peripheral devices; provided however, that such services or products are compatible with Cox products and Services and the Cox network. Modems must meet the DOCSIS 1.0 standard and be upgradeable. Cox shall determine in its sole discretion whether Agent products or services are compatible and Agent shall not be entitled to a Referral Fee with respect to any Customer to which Agent has supplied incompatible products and Services. **Cox may charge Agent for removal of defective modems, and/or repair or damages caused to the Cox network for improperly installed equipment which violates this section.**

6. Responsibilities of Cox.

6.1 Compensation. Cox shall pay Agent compensation in the form of a Referral Fee for performing its obligations under this Agreement as set forth in Exhibit D, Agent Compensation.

6.2 Cox Operations. Cox shall be responsible for constructing and operating a network to provide Service and securing the necessary regulatory approvals to provide such Service to commercial Customers within the Franchise Area. Cox shall also be responsible for establishing the rates, terms, and conditions of Services to Customers. Cox may develop, build and otherwise deploy its network for the various Services as it deems appropriate in the Franchise Area and Agent shall make no claim against Cox regarding the quality, extent, coverage, or availability of any particular Service on the Cox network, or for Cox's refusal to offer or make available any one or more of the Services set forth in this Agreement.

6.3 **Delivery of Service.** Upon Cox's receipt of the PIF, Cox shall be responsible for verifying credit information, subscribing such Customer to Cox Service. Upon activation of Service for the referral, Cox shall be responsible for, billing, collection, customer care and the maintenance and provisioning of the Service. All information pertaining to such Customer, including but not limited to all lists of Customers or potential Customers shall be the sole property of Cox. Upon Customer subscribing to Service from Cox, Customer shall be a customer of Cox for such Service.

7. **Confidentiality.** Cox may provide Agent with proprietary information regarding the Services herein including information related to the Cox network, technical information, guidelines, maps, building lists, customer lists and other competitive information (collectively "Information") so that Agent may perform its obligations under this Agreement. Agent shall hold such Information in trust and confidence, shall use it only for the purposes permitted in this Agreement. Except as required to perform its obligations hereunder, Agent shall not disclose or divulge such Information without the prior written consent of Cox. Upon termination of this Agreement Agent shall return all tangible Information to Cox and shall not use or disclose Information for a period of three (3) years from the date of termination or expiration of this Agreement.

8. Indemnification; Limitation of Liability; Disclaimer of Warranty.

8.1 **Indemnity.** Agent agrees to indemnify, defend and save harmless Cox (including its officers, directors and employees) from and against any and all liability, damages, attorney's fees, or other expense of any kind, that arises out of any claim or any suit resulting from or in connection with the acts or omissions, misrepresentations or willful misconduct of Agent (including any of its employees), but excepting the negligent acts or omissions of Cox or any of its employees. Cox agrees to indemnify, defend and save harmless Agent (including its officers, directors and employees) from and against any and all liability, damages, or attorney's fees arising from any claim by a Customer against Agent alleging defects in Service, Service interruptions, Service outages, or the failure to deliver Services by Cox.

8.2 **Limitation of Liability/Remedies.** Agent's sole and exclusive remedy for default by Cox of its obligations under this Agreement shall be the termination of this Agreement and Agent's right to Referral Fees, as provided herein, accrued to date of termination. **IN NO EVENT SHALL COX BE LIABLE TO AGENT FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, LOSS OF PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THIS AGREEMENT.**

8.3 **WARRANTY.** COX MAKES NO WARRANTIES TO AGENT WITH RESPECT TO THE SERVICES OR THE COX NETWORK, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR WARRANTIES WHICH ARISE FROM TRADE, CUSTOM OR USAGE.

9. General.

9.1 **Governing Law.** This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of the state in which the Franchise Area is located, and shall at all times be subject to local, state and federal regulatory agencies having jurisdiction over the provision of Service in the Franchise Area.

9.2 **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by certified or registered mail, postage prepaid, in any post office in the United States, by a nationally recognized courier, or hand-delivered, as set forth herein. Transmittals of PIF forms, approval of advertising or marks use and any notices regarding payment of Referral Fees shall be as provided in the Agent Operations Manual. All other notices shall be sent as follows:

If to Agent: _____

If to Cox: _____

9.3 **Non-Discrimination.** Agent shall maintain policies of employment during the Term of this Agreement as provided in this Section 9.3. Agent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Agent shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination. Agent shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

9.4 **Miscellaneous.** This Agreement and the Agent Operations Manual constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Cox's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement may not be amended except in writing, signed by authorized representatives of both parties, unless otherwise provided in this Agreement and no course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by Agent; however, Cox may assign this Agreement. All obligations of either party which expressly or by their nature survive the expiration, cancellation or termination of this Agreement shall continue in full force and effect notwithstanding its expiration, cancellation or termination until they are satisfied in full or by their nature expire.

COX
Cox [enter correct entity].

AGENT
[insert agent name]

By: _____

By: _____

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

EXHIBIT A
FRANCHISE AREA

The Franchise Area in which Agent is authorized to solicit Customers for Cox Services is the geographic area identified below.

EXHIBIT B

RATES AND CHARGES FOR SERVICE

EXHIBIT C

PROSPECT INFORMATION FORM

PIF Date: _____

I. Agent Information

- A. Agent Sales Representative name: _____
Agent Company name: _____
Agent number/dealer code: _____
Telephone number _____
Facsimile number _____
E-mail address _____

II. Prospect Data

- A. Name and service address of Prospect . Billing address if different.

Telephone number _____
Facsimile number _____
E-mail address _____
Contact name _____
Title _____

- B Date of Prospect visit: _____

- C. Is Prospect located on-net: Yes ____ No ____

III. Cox Services

Customer is interested in the following services:

- A. Private Line _____ E. VPN _____
B. Internet _____ F. Web Hosting/Web Conferencing _____
C. Telephone _____
D. Data _____ G. Other: _____

Special Customer Information: _____

Please provide Prospect's requested Service Date:

IV. A. Current competitor services:

Current competitor service provider for any services identified in Section II, including rates and charges for current service.

B. Prospect's current Cox services:

V. Agent Services.

Please identify agent products or services to be provided to Prospect. .

EXHIBIT D

AGENT COMPENSATION

Agent Compensation

I. General

Cox shall pay to Agent a Referral Fee as compensation for Customer valid referrals subject to the terms and conditions contained in this Agreement and this Exhibit D:

- A. Cox shall pay Agent a Referral Fee only for valid referrals that are consistent with the terms and conditions of this Agreement that occur during the Term of this Agreement, and Cox shall not be obligated to compensate Agent for referrals received after the termination of this Agreement. Cox reserves the right to modify the Referral Fee for subsequent referrals at any time by providing Agent with ninety (90) days prior written notice.
- B. A Referral Fee shall be paid only with respect to PIFs submitted by Agent as prescribed and approved by Cox. No Referral Fee will be paid unless Agent has, within three (3) business days after meeting the potential Customer, submitted a complete and accurate PIF to Cox. Agent shall be eligible for Referral Fee only after Cox accepts the PIF and Cox subscribes Customer to Services and such Services are activated at Customer business location. The PIF must be completely filled out and legible and must be faxed or electronic mail to the Cox Agent Manager for the applicable Franchise Area. Cox shall not be liable for lost, misdirected or illegible PIFs.
- C. In the event a Referral Fee is paid by Cox that was not due or payable to Agent as set forth herein, Cox will deduct such improperly paid Referral Fee from subsequent compensation. Agent shall be responsible for reimbursing Cox for any improperly paid Referral Fee should this Agreement expire or be otherwise terminated or should the next payable compensation not be sufficient to cover the deficiency. In the event Cox receives conflicting requests for a Referral Fee from different Agents or a Cox employee soliciting the same prospect as Agent, Cox, shall, in its sole discretion, determine which party shall receive the Referral Fee for the Customer,
- D. **Cox shall pay Agent Referral Fees on a monthly basis. Within thirty (30) days of the end of an applicable month during the Term of this Agreement, Cox shall pay Agent Referral Fees as provided herein. Referral Fees shall be paid to Agent where (i) Cox has accepted a PIF from Agent, and (ii) Cox has activated Service for the Customer during such month. Any PIF accepted by Cox in one month where Services are installed in a subsequent month shall be paid in the month in which Services are installed. Agent shall notify Cox in writing within ten (10) days of Referral Fee payment of any discrepancies. After that time, the payment will be deemed correct and Cox will not pay commissions on any discrepancies not identified within the time allocated. If Agent disputes any Referral Fee payments, and such dispute is not resolved by the Agent's Account Manager, then Agent, prior to instituting any legal action against Cox, must notify the Vice President and General Manager/General Manager of Cox Business Service in the Franchise Area ("Cox GM"), and negotiate in good faith with such Cox GM to resolve any dispute. If the dispute is not resolved in a sixty (60) day period, Agent may pursue legal remedies as provided at law or in equity.**
- E. Cox shall pay Agent a Referral Fee of **three percent (3%)** of Service Revenues for each Customer for which Agent submits a PIF that (i) is accepted by Cox and (ii) Cox activates Service for Customer within the Franchise Area during the Term of this Agreement. "Service Revenues" shall mean the sum of (i) the total the monthly recurring service charges for the

term of Customer's contract; and (ii) the total nonrecurring charges for equipment billed to Customer. For all Services for purpose of calculating Service Revenues, Cox shall deduct from Service Revenues (a) any late fees, interest charges, or collection fees; (b) taxes, assessments (e.g. Universal Service Fund, E911), or franchise fees imposed by governmental authorities on the Services; (c) any charges imposed by third-parties for the provision of Services, including, but not limited to, interconnection charges or network access charges. Agent shall not be entitled to be compensated for discounts offered to Customer. Agent shall not be compensated for nonrecurring charges associated with construction or installation charges. If Agent upgrades a Customer's existing Service, Agent shall receive compensation only on the portion of Service so upgraded. Agent shall not be entitled to compensation with respect to any termination liability charges associated with Customer's early termination of any contract for Services.

- F. Cox shall **NOT** pay a Referral Fee where (1) the Customer's billing or street address is outside the Franchise Area, unless Agent has prior written approval of Cox, which approval may be withheld at Cox's sole discretion; (2) the Customer cannot access the Service within the Franchise Area or the Cox network does not extend to Customer's location; (3) Customer does not qualify for Cox Service pursuant to Cox's standard terms and conditions; (4) Agent's conduct or actions in the referral of Customer violate provisions of this Agreement; (5) Customer subscribes to Service more than ninety (90) days after Agent submits a PIF ; (6) Customer is a Government Account, protected account, or residential customer; or (7) Customer replaces existing Cox telecommunications services with Service that is substantially similar to the Service to which Customer previously subscribed, which is not an upgrade; (8) Customer changes service to a new location, reorganizes operations including name changes or mergers; (9) with respect to upgrades, that portion of the Service existing at the time of the upgrade; (10) the Referral is for Service to be provided to Agent. Protected accounts are identified in Exhibit F and such lists may be updated from time to time by Cox.
- G. Cox shall chargeback Referral Fees paid to Agent where (1) Customer terminates Service within one hundred-eighty (180) days for a 1 year Service commitment or 365 days for a 2 year Service commitment; (2) Cox terminates Service to Customer within one hundred-eighty (180) days for a 1 year Service commitment or 365 days for a 2 year Service commitment; (3) Customer transfers Service to another Franchise Area. Chargebacks shall be assessed against future Referral Fee compensation and if insufficient funds exist for such chargeback or this Agreement has been terminated, Cox shall invoice Agent for such chargebacks and Agent shall be responsible for payment thereof within thirty (30) days receipt of invoice.
- H. In no event shall the Sales Commission payable to Agent with respect to any single customer activation or Commercial Services Agreement exceed \$100,000.00. For any Sales Commission amounts which exceed ten thousand dollars ("Overage Amounts") with respect to a single Customer activation, after the initial payment of ten thousand dollars applicable to such Customer activation, Cox shall pay the Overage Amounts in successive monthly increments of ten thousand dollar payments or the balance of the Sales Commission (which ever is less) until the entire Sales Commission for the Customer activation has been paid to Agent. The payment of Overage Amounts shall be without interest and shall not affect chargebacks, if any, under this agreement. In the event the Agreement expires prior to the final payment of any Overage Amounts, Cox shall nevertheless, make such payment to Agent as set forth herein. Cox reserves the right not to pay Overage Amounts if Agent is in Default under this Agreement.

Agent

Date

EXHIBIT E

AGENT INSURANCE

Insurance Requirements

1. Workers Compensation, where required by law Employer's Liability	Statutory \$100,000
2. General Liability Combined Single Limit (Bodily Injury & Property Damage)	\$500,000
3. Automobile Liability Combined Single Limit (Bodily Injury & Property Damage)	\$500,000
Above coverages shall be provided on a "per occurrence" basis	

EXHIBIT F
PROTECTED ACCOUNTS