

CHARTER BUSINESS LEAD REFERRAL AGREEMENT

This Charter Business Lead Referral Agreement ("Agreement") is made and entered into on _____, 20__ ("Effective Date") by and between Charter Communications Operating NR, LLC, at 12405 Powerscourt Dr., St Louis, MO 63131 ("Charter"), and _____, at _____ ("Contractor") (together, the "Parties"). All references to Charter and Contractor will include their respective personnel (whether employees, agents, contractors, or other representatives) and affiliated entities and individuals.

Section 1. DEFINITIONS

The following terms as used in this Agreement shall have the meanings set forth in this Section and the singular shall include the plural and vice versa:

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

"**Customer**" shall mean a potential commercial customer for which Contractor has submitted to Charter a Customer Referral Form in accordance with Section 3.

"**Customer Referral Form**" shall mean that form containing both a respective Customer's contact information and identification of the Charter Products in which such Customer is interested as further set forth in Section 3.

"**Payments**" shall mean monthly recurring and installation fees paid by Customers to Charter under a Charter Product Agreement.

Section 2. 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, Contractor (including its employees and agents) will be considered an independent contractor, and Charter will not be responsible for any of Contractor'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 Charter and Contractor.

Section 3. Scope of Duties.

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

Section 4. Duration and Termination.

This Agreement will commence on the Effective Date and shall remain in effect until thirty-six (36) months from the Effective Date ("Term"). Notwithstanding any other terms or conditions of this Agreement, either party may terminate this Agreement for any reason upon ten (10) days written notice to the other party.

Section 5. Compensation.

Charter will compensate Contractor for the Professional Services rendered in accordance with applicable provisions set forth in Exhibit A. Charter shall not pay Contractor any fees for any services, work or other costs or expenses not expressly authorized herein. Only organizations holding proper business legal status (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 Charter 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.

Section 6. Privacy.

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

Section 7. Taxes.

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

Section 8. Rights Upon Termination.

(1) **Compensation.** Notwithstanding any other provision herein, in no event will the Contractor be entitled to the payment of Compensation on any lead that is installed for service after the termination of this Agreement.

(2) **Contractor Claims.** Upon termination or expiration of this Agreement, all claims of Contractor against Charter, including without limitation those pertaining to the Compensation hereunder, are hereby waived unless made in writing to Charter by Contractor within sixty (60) days of when such Compensation would have been payable.

Section 9. Confidential Information.

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

Section 10. Contractor Representations and Warranties.

Contractor represents and warrants as follows:

(1) Contractor has the ability, knowledge, and expertise to perform adequately the duties hereunder. Any duties performed by Contractor pursuant to this Agreement shall be so done in a professional manner and in accordance with the highest industry standards.

(2) All services or duties performed by the Contractor in connection with this Agreement shall be performed in compliance with all applicable federal, state and local laws, rules and regulations.

Section 11. Miscellaneous.

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

(2) **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 this efforts performed hereunder or such other services provided pursuant to this Agreement.

(3) **Publicity.** Neither the Contractor nor Charter shall use any name or logo or trademark of the other in any advertising or publicity without the prior written consent of the other.

(4) **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.

(5) **No Liability to Other Party.** Charter SHALL NOT, BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, BE LIABLE TO THE CONTRACTOR 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.

(6) **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.

(7) **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.

(8) **Attorney's Fees.** In the event either party brings an action to enforce any portion of this Agreement, the prevailing party 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.

(9) **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.

(10) **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.

Section 12. Notices.

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

If to Charter:

With copies to:

Charter Business
ATTN: _____

Charter Communications
ATTN: Legal Dept. – Ops
12405 Powerscourt Drive
St. Louis, MO 63131

If to the Contractor:

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement, including any and all attached Exhibits, and, further, that they agree to each of the terms and conditions contained therein. The Parties hereby execute this Agreement to be effective as of the latest date shown below.

Charter Communications

Contractor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROFESSIONAL SERVICES: SCOPE, MANNER OF PERFORMANCE, AND COMPENSATION

Contractor acknowledges that it has read and understands both the main text 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.

Section A1. Lead Referrals. Contractor shall use its best efforts to successfully identify potential Customers (i.e. provide leads) for entering into Customer Agreements with Charter for Charter's commercial services. Contractor must submit to Charter a Customer Referral Form listing each potential Customer that Contractor reasonably believes is interested in entering into a Customer Agreement with Charter, substantially in the form of Exhibit B attached hereto ("Customer Referral Form").

Section A.1.2. Service Area. Contractor shall provide leads for Charter commercial services in the following geographical area(s):

Section A.1.3. Manner of Performance. Contractor will maintain a high level of product knowledge and market Charter's products and services to every prospect or customer using professional and ethical sales skills.

Section A.1.4. Contact with Charter: Contractor will work with the Charter Business representative (or his/her designee) to complete a Customer Agreement form for each transaction. Charter will supply all such forms. Contractor will work with Charter to ensure that each Customer Agreement form is completely filled out, signed by the customer, tendered to the Charter office immediately thereafter, and accompanied by the appropriate payment. In other words, Contractor will deliver Leads to Charter and then assist and or work with the Charter office to fully execute Customer Agreement between Charter and the customer. Contractor shall inform Charter of any problems concerning Charter customers with which it deals and shall telephone the Charter office at least once per month to discuss sales activity within the Service Area. Contractor's point of contact at Charter is:

Charter Business

Attn:

Phone:

E-mail:

Section A.1.5. Compensation: Without abrogating anything in the Agreement, Contractor shall be qualified for any leads given to Charter that culminate into a Customer Agreement with a minimum term of twelve (12) months between Charter and the customer referred to Charter by Contractor and shall be paid in accordance with the provisions below.

Section A.1.5.1 Compensation Schedule. In consideration for the services to be rendered by Contractor hereunder, Charter shall pay to Contractor compensation equal to one month's recurring charges to Customer for Charter products sold up to a maximum payment of one thousand dollars (\$1,000).

For example:

Contractor refers a customer that enters into a new contract for cable modem services for two years at \$265 per month with Charter. Upon installation and activation of the service, Contractor shall receive a referral fee from Charter for \$265, or one month of service paid by the new customer.

Section A.1.5.2 Date Compensation Earned. The compensation on a given order shall be deemed earned when Charter completes installation of services for any Contractor-referred Customer with whom a Customer Agreement has been consummated / executed. Contractor will not be entitled to the payment of Compensation on any lead that is not installed for service for any reason.

Section A.1.5.3 Payment of Compensation. All amounts payable by Charter pursuant to this Agreement shall be paid to Contractor within forty-five (45) days after the date Charter completes installation of Charter products for referred Customer.

Any fees paid for leads that involve data transport utilizing a direct fiber optic connection into the customer's building or premise to deliver Charter commercial services will be negotiated and paid on an individual case basis.

EXHIBIT B

CUSTOMER REFERRAL FORM

When Contractor identifies a customer opportunity for Charter Business, Contractor must complete a Customer Referral Form via the <https://www.charter-business.com/agentreferral> website. A copy of the form may be found at the <https://www.charter-business.com/agentreferral> website.