



LS Networks Customer Referral Program Terms and Conditions

These Referral Program Terms & Conditions ("**Terms**") are made and entered into by and between LightSpeed Networks, Inc. ("**LS Networks**") and the person or company detailed in the form submitted to LS Networks ("**Partner**"). LS Networks provides certain services and Partner wishes to participate in the Customer Referral Program by referring potential customers ("**Referred Customers**") or promoting LS Networks (collectively, the "**Program**"). By referring a customer or otherwise participating under the Program, Partner agrees to these Terms.

1. **License.** Subject to these Terms, LS Networks grants to Partner a free, non-exclusive, non-transferrable and revocable license ("**License**") to market the LS Networks services under the Program. LS Networks may revoke this license at any time by giving Partner a written notice (which may be by email).
2. **Program Eligibility.** In order to be eligible for the Program and associated payments the Referral Partner must meet the following criteria:
 - (a) If Partner is a current LS Networks customer, Partner must be in good standing with current bill payments, with no amount due exceeding 60 days;
 - (b) Partner must submit all referrals through the Partner's assigned Sales Representative contact and agree to these LS Networks Customer Referral Program Terms and Conditions; and
 - (c) Partner must provide no less than six (6) referrals per calendar year; and
 - (d) Partner must provide all of the required information regarding the Referred Customer, including, but not limited to the Referred Customer's name and contact information to the assigned LS Networks Sales Representative.
3. **Commissions.** Under the Program, eligible Referral Partners will receive a one-time payment ("**Commission**") equivalent to one month of recurring charge as contracted on the LS Networks written service order of a Referred Customer who subscribes to an Eligible Service as defined in Section 4. This Commission amount may change depending upon the type of qualifying LS Networks service that is installed by the Referred Customer and whether or not the qualifying LS Networks service is purchased at a promotional rate.
 - (a) **Payments.** Payment of a Commission will not be made until the Referred Customer has installed the Eligible Service(s) and maintained service for at least sixty (60) consecutive days, with an account in good standing.
 - (b) **Partner Expenses.** Partner shall carry and pay its costs, charges and expenses incurred by it in the performance of these Terms, except as otherwise agreed-upon by LS Networks as evidenced in writing.
 - (c) **Limitations.** Eligible Commissions are subject to the following limitations and conditions:
 - i. Only one (1) Commission will be issued for a qualified Referred Customer who activate(s) and/or installs multiple Eligible Services, including at one (1) or more locations as a result of a referral;
 - ii. If multiple referrals for the same Referred Customer are received, only one (1) Commission will be provided for the Referred Customer based on the first date the referral was received by LS Networks, as determined by LS Networks in its sole discretion.
 - iii. Commissions may not be combined with other referral Commissions or similar programs, such as one-time incentives or promotions.
 - iv. Any referrals for local, state or federal government entities or E-Rate customers are not included or eligible for any Reward under this Program.
4. **Service Eligibility.** In order for the Referral Partner to receive a Commission, the Referred Customer must meet the following requirements:
 - (a) The Referred Customer must not have been a LS Networks customer within one hundred and twenty (120) days of the date that the Referral Partner submits a referral for the Referred Customer; and
 - (b) The Referred Customer must sign at least a one (1) year minimum term agreement for one or more of the following LS Networks Services (each an "Eligible Service" and collectively, the "Eligible Services"):
 - i. LS Networks Internet;
 - ii. LS Networks Voice;
 - iii. Hosted Voice;
 - iv. LS Networks Ethernet Transport;
 - v. SIP;
 - vi. PRI or Dedicated Internet (DI); or
 - vii. Other related fiber delivered services
 - (c) A Referred Customer must activate such Eligible Service(s) within sixty (60) days from the first time that LS Networks contacts the Referred Customer regarding the referral.
 - (d) Referred Customer must continue such Eligible Service(s) for at least sixty (60) consecutive days following activation, with an account in good standing.
5. **Customer Relations.** Partner acknowledges and agrees that LS Networks cannot share information about Referred Customers with the Partner, including whether or not the Referred Customer agreed to purchase Eligible Service(s) under the terms of this Program. LS Networks shall be the exclusive owner of all relations created via Partner among LS Networks and Referred Customer with respect to LS Networks services. The standard LS Networks Master Services Agreements and Acceptable Use Policy will apply to these referrals and may be changed by LS Networks without prior notice to Partner.



- 6 **Prohibited Activities.** Partner agrees not to associate any LS Networks provided materials or promotional activities with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in LS Networks sole discretion. Partner agrees not to send unsolicited messages to multiple unrelated recipients or otherwise engage in any form of mass electronic communications prohibited by law in connection with promotion of the activities contemplated under these Terms.
 - a) Partner agrees that in the event of a breach of this section 6, LS Network's damages may be difficult to ascertain and may cause irreparable harm to LS Networks. Therefore, LS Networks may recover 100% of all Commissions then paid to Partner plus costs incurred associated with design and build work to those customers. Notwithstanding the foregoing LS Networks may also seek equitable relief, including injunction and specific performance without the requirement of posting a bond.
- 7 **Void Where Prohibited.** This Program is void in all areas where prohibited by state, municipal or federal law.
- 8 **Modification of Terms.** LS Networks reserves the right to change the Commissions and Eligible Services criteria under the Program and to alter, modify, suspend or terminate the Program or any component thereof at any time which notice may be made by posting revisions on LS Network's Business Services Referral web site currently located at LSNetworks.net/about/legal, or if terminated, posting a notice on the same that this Program is terminated, or through such other notification methods as determined by LS Networks in its sole discretion.
- 9 **Independent Contractors.** Nothing in these Terms shall create any joint venture, agency, franchise, sales representative, employment or any other relationship between the parties beyond that as set out in these Terms. Partner is expressly precluded from acting on LS Networks behalf.
- 10 **Limitation of Liability.** NEITHER LS NETWORKS NOR ANY OFFICER, EMPLOYEE, DIRECTOR OR ANY OTHER REPRESENTATIVE OF LS NETWORKS SHALL BE LIABLE TO PARTNER OR ANY THIRD PARTY, UNDER OR IN CONNECTION WITH THESE TERMS IN CONTRACT, TORT, OR OTHERWISE FOR ANY ECONOMIC LOSS (INCLUDING LOSS OF REVENUE, PROFIT, CONTRACTS, BUSINESS OR ANTICIPATED PROFITS), OR ANY LOSS OF GOODWILL OR REPUTATION INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, STATUTORY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES. NOTWITHSTANDING ANY UNDERSTANDINGS TO THE CONTRARY, LS NETWORKS ENTIRE LIABILITY TO PARTNER UNDER THESE TERMS SHALL NOT EXCEED \$100 FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND MADE BY PARTNER UNDER THIS AGREEMENT.
- 11 **Indemnification.** Partner will defend, indemnify and hold LS Networks and its affiliates, officers and employees harmless from and against any and all costs, liabilities, losses and expenses (including reasonably attorney's fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against LS Networks arising from: (i) a breach of these Terms by Partner; (ii) negligence, gross negligence, or willful misconduct of Partner or its employees, agents or contractors; or (c) a failure by Partner or its employees, agents or contractors to comply with applicable laws and regulations.
- 12 **Force Majeure.** Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. In the event such failure continues for 30 days, either party may terminate these Terms without further liability.
- 13 **Term and Termination.** These Terms and License shall be effective as of the date Partner completes and submits the Program forms and may be terminated at any time upon written notice (which may be by email) to the other party.
- 14 **Entire Agreement, Severability:** These Terms, and any addendums, attachments, or other documents incorporated herein, constitute the entire agreement between the parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. If any provision of these Terms are deemed prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without any effect of the remaining provisions of these Terms.
- 15 **Non-Disparagement.** During the Term and for five (5) years thereafter, Partner agrees that it will not disparage LS Networks or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect LS Networks reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about LS Networks or any its officers, directors or employees.
- 16 **Governing Law; Jurisdiction; Dispute Resolution.** This Agreement shall be governed by the laws of the State of Oregon and the courts of Multnomah County, without giving effect to any principles of conflicts of law. Partner agrees not to raise, and hereby waives, any objections or defenses based upon venue or forum non-conveniens. Prior to initiating any legal action arising under or relating to this Agreement, a party shall provide the other party written notice of a dispute and the parties shall actively and in good faith negotiate a resolution within 30 days of such notice.