

REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (this “**Agreement**”) is entered into as of the date of last signature below (the “**Effective Date**”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its affiliates (collectively, “**Astound Business**”), and the referral partner specified below (“**Referral Partner**”). Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. By executing this Agreement, the Referral Partner accepts and agrees to the terms and conditions of Astound Business’s Referral Partner Program, described below:

- Astound Business’s Referral Partners receive a one-time “Referral Payment” for each successful referral of a new business customer to Astound Business.
- A “new business customer” is a business that is not a current customer of Astound Business, and has not been a customer of Astound Business at any time during the 90 day period immediately preceding the date of referral.
- A “successful referral” means that the new business customer signs a contract for services with Astound Business within 90 days of the date of the referral and subsequently pays its first regular monthly invoice.
- The amount of the Referral Payment will be equal to the first month’s recurring revenue charges paid to Astound Business by the new business customer.
- The Referral Payment will be sent by check to the Referral Partner within 60 days after the new business customer has paid its first regular monthly invoice.
- Referral Partners are not eligible for Referral Payments for referring a new business customer that is owned, operated or otherwise managed by the Referral Partner.
- Astound Business’s Referral Partner Program is open to (i) individuals age 18 or over having a valid SSN who are not current employees of Astound Business or its affiliates, and (ii) companies having a valid U.S. Taxpayer ID Number/EIN.
- Astound Business may amend or discontinue its Referral Partner Program at any time. Either party may terminate this Agreement at any time by delivering written notice of termination to the other party.

By executing this Agreement and delivering it to Astound Business, the person specified below is applying to become a Referral Partner of Astound Business. Astound Business may accept or reject this application in its sole discretion. This Agreement will not become effective unless and until Astound Business counter-signs below.

REFERRAL PARTNER:

[INSERT NAME AND TYPE OF ENTITY]

By _____
Name: _____
Title: _____
Date: _____

ASTOUND BUSINESS:

Astound Business Solutions, LLC, a Delaware limited liability company

By _____
Name: _____
Title: _____
Date: _____