

SCHEDULE 1
COMMISSION RATES AND RELATED TERMS AND
CONDITIONS

COMMISSION TERMS AND CONDITIONS:

1. During the term of the Agreement and subject to the referral submitted by Referral Representative (the “**Referral**”) meeting the requirements set forth in this Schedule 1 and the Agreement, Comcast will pay Referral Representative a one-time Commission payment at the rates specified below for installation of an Eligible Service to a Prospect location (a “**Service Location**”) within the Territory that results directly from Referral Representative’s submission of the Referral. In the event of any conflict between this Schedule 1 and the Agreement, this Schedule 1 shall control. For purposes of this Schedule 1, “**Eligible Service**” shall mean any Comcast Service set forth on Exhibit A of the Agreement.
2. Each of the following requirements must be met for a Referral to be eligible for Commission:
 - (a) The Referral Form for the referred Prospect must be submitted by Referral Representative prior to any sales activity by any Comcast Sales Representative or other referral source with regard to the Prospect. If multiple referrals are received for the same Prospect, only one Commission will be provided for the Prospect based on the party that first provided the referral, as determined by Comcast in its sole discretion.
 - (b) The Prospect must meet the following requirements:
 - i) The Prospect must either (i) not have been a Comcast Business customer within one hundred and twenty (120) days of the date that the Referring Representative submits a referral for the Prospect (a “**New Comcast Business Customer**”) or (ii) be an existing Comcast Business customer that completes an Eligible Service Addition (defined below) (an “**Eligible Existing Comcast Business Customer**”);
 - ii) For referrals of a New Comcast Business Customer, the Prospect must sign at least a one (1) year minimum term agreement for an Eligible Service. The Prospect must activate such Eligible Service(s) within twelve (12) months from the date that the Referral Representative submits the Referral Form to Comcast, and shall continue such Eligible Service(s) for at least thirty (30) consecutive days following activation, with an account in good standing;
 - iii) For referrals of an Eligible Existing Comcast Business Customer, the Prospect must sign at least a one (1) year service agreement with Comcast Business for one or more Eligible Services from a different Line of Service (defined below) than the services that the Eligible Existing Comcast Business Customer was receiving at the time of the Referral or add an Eligible Service from an existing Line of Service at a new business location (each referred to as an “**Eligible Service Addition**”). The Prospect must activate such Eligible Service(s) within twelve (12) months from the date that the Referral Representative submits the Referral Form to Comcast, and shall continue the Eligible Service(s) that are the subject of the Eligible Service Addition for at least 30 consecutive days following activation, with an account in good standing. For purposes of this section, the following are the Comcast Business Lines of Service:
 - **Basic Voice Line of Service** – Comcast Business Voice
 - **Advanced Voice Line of Service** - Business VoiceEdge, SIP and/or PRI;
 - **Internet Connectivity Line of Service** – Comcast Business Internet);
 - **Ethernet Line of Service** – Comcast Business Ethernet Dedicated Internet (EDI and Ethernet Transport Services; and
 - **Video Line of Service** –Comcast Business Video Service. For the sake of clarity, no commissions shall be paid on any Comcast Video Service, including but not limited to Hospitality Video Service.
 - iv) The location where the Eligible Service is installed (the “**Service Location**”) for the Prospect must be within the Territory.
 - v) Prospect must be accepted by Comcast (i.e., meet applicable credit, serviceability, and

equipment requirements).

- vi) Prospect must not have terminated (i.e., “deactivated”) any Comcast Business Services on more than two (2) previous occasions.
 - vii) Any Referral for a local, state or federal government entity or E-Rate customer will not be eligible for Commission.
- (c) No Commission shall be payable for any transfers of current Comcast Business customer accounts from one or more existing Service Locations to one or more new Service Locations or Upgrades to existing Comcast Business services. For purposes of this Schedule 1, “**Upgrades**” shall mean changing from one Eligible Service within a Line of Service to another Eligible Service within the same Line of Service or upgrading a performance tier of an Eligible Service.
 - (d) In order to be eligible for Commission, the Eligible Service must be installed at the Service Location, with equipment meeting Comcast’s specifications, and under Comcast’s standard Service agreement(s), and Comcast must receive the first payment for referred Service(s) from the Prospect.
 - (e) No Commission shall be payable for any re-starts of customer accounts less than 30 days from the date that the account was disconnected.
 - (f) No Commission shall be payable to the Referral Representative if a Comcast Sales Representative that is a family member of the Referral Representative is also entitled to a commission or other similar form of compensation related to the sale of the Eligible Service to the Prospect. For purposes of this Schedule 1, “**family member**” includes spouse, domestic partner, parent, step-parent, grandparent, step-grandparent, sibling, step-sibling, step-parent of a spouse or domestic partner, child, step-child, grandchild, step-grandchild, guardian, niece, nephew, cousin, uncle, aunt or in-law of any of the above.
3. Referral Representative must meet the following requirements in order to be eligible to receive a Commission:
- (a) Referral Representative must not have been a Comcast employee within the twelve (12) month period prior to the submission of the Referral Form.
 - (b) Referral Representative must provide a valid Tax ID and also submit a W-4 to Comcast to receive any Commission pursuant to the Agreement.
 - (c) Referral Representative may not have any affiliation with or financial interest in the Prospect (including but not limited to being an employee or owner of the Prospect or have a family member that is an employee or owner of such Prospect).
 - (d) Referral Representative may not have any affiliation, whether familiar or otherwise, with any Comcast employee. Referral Representative must confirm that no such affiliations exist with any Comcast employee in Referral Representative’s initial registration form submitted for participation in the Program.
4. Comcast may revise this Schedule 1, including without limitation, increasing or decreasing Commissions, adding or deleting Eligible Services and revising other Schedule 1 terms and conditions upon thirty (30) days prior notice, which notice may be provided through the website for this Comcast Business Authorized Connector Program (the “**Program**”), mail, electronic mail or such other method as determined by Comcast.
5. Comcast’s tracking of installations and payments by the Prospect shall determine when a Commission is owed.
6. Notwithstanding anything in this Agreement to the contrary, upon termination or expiration of the Agreement (other than a termination for a breach by Referral Representative), Referral Representative shall be entitled to receive any Commission earned through the date of termination and, thereafter, Comcast shall have no further payment obligation to Referral Representative in connection with the Agreement.

COMMISSION RATES AND PAYMENT:

1. For Referrals that meet the qualifications in the Agreement, including the requirements of this Schedule 1, and further subject to Item 2 below, Referral Representative shall be entitled to a one-time Commission equal to one month's monthly recurring charge for the Eligible Service that was the subject of the Referral. For sake of clarity, the monthly recurring charge shall not include any equipment or installation charges, use fees, surcharges or taxes or any other "pass through" fees associated with the Eligible Services.
2. In no event shall Comcast pay more than one Commission or similar form of compensation for the same referred Prospect for the same Eligible Service at the same Service Location. Comcast shall not pay more than One Thousand Five Hundred Dollars (\$1,500.00) in Commission for each referred Prospect Service Location. In addition, Comcast shall pay no more than Five Thousand Dollars (\$5,000.00) in total for each referred Prospect under this Program.
3. Commission shall be paid by Comcast within sixty (60) days of the end of the calendar month in which the Prospect completes payment of the first billing invoice for the Eligible Services that were the subject of the Referral. No Commission will be payable for a Prospect whose first billing invoice remains unpaid for more than six (6) months.
4. Chargebacks: Comcast reserves the right to deduct from future Commission amounts or require repayment of Commission amounts previously paid to Referral Representative (collectively, "**Chargeback**") under the following circumstances:
 - Early Termination or Cancellation: if the Prospect fails to maintain the Eligible Service(s) for at least ninety (90) consecutive days immediately following Eligible Service installation (i.e. cancels service within 90 days from activation of Eligible Service).
 - Non-Pay: Prospect fails to pay any amounts due for the initial 90 days' of Eligible Service.
 - Any fraudulent orders submitted to Comcast by Referral Representative or its employees or agents. For the purposes of this paragraph, a "fraudulent" order includes, without limitation, any order submitted by a Prospect who is induced by Referral Representative to terminate a pending order not generated by Referral Representative, an order submitted by a Referral Representative in violation of the terms of the Agreement, including this Schedule 1, or any other order that does not represent a legitimate purchase of Eligible Service by a Prospect; or
 - Any intentional misrepresentation by Referral Representative of any information provided to Comcast pursuant to this Program; or
 - Any intentional misrepresentation by Referral Representative of the prices, terms or conditions of Services, promotions or other services offered by Comcast.
5. Commission payments will be attempted for one (1) year. If Commissions are not claimed with such one (1) year period, they will become voided from the Referral Representative's Partner Account and Comcast shall have no further payment obligation with regard to such unclaimed Commission.

Comcast reserves the right to monitor all Referral Program activity and to withhold payment of any Commission(s) if Comcast believes that any Commission(s) were paid to Referral Representative where the Referral did not comply with the terms of the Agreement including this Schedule 1.