
FiberLight Referral Program Agreement

This FiberLight, LLC (“FBL”) Referral Program Agreement (“Program”) is designed to offer incentives to businesses and individuals who refer prospective customers to FBL. This Program, by and between FBL and You (“Lead Provider”), is effective as of the date FBL receives a prospective customer (“Potential Lead”) from Lead Provider and this Program shall govern Lead Provider’s participation. FBL reserves the right to change the terms and conditions of this Program from time to time without notice to Lead Provider. If Lead Provider does not agree with any changes to the terms and conditions of the Program, Lead Provider may terminate participation in accordance with this Program. Lead Provider’s use of the FBL website during participation in the Program shall be subject to FBL’s policies (online at www.fiberlight.com).

SECTION I - DEFINITIONS

- 1.1 “Converted Lead” means a Potential Lead placing an order with FBL for services as a result of the Lead Provider’s submission of such person or entity to FBL for consideration as a potential customer under this Program.
- 1.2 “Eligible Lead” means a Potential Lead, currently unknown to FBL qualifying for FBL Services under this Program.
- 1.3 “FBL Employee” means any person employed by FBL, excluding Sales Agents or contractors, on the date FBL receives a Lead Referral Form identifying a Potential Lead.
- 1.4 “Lead Provider” means an eligible person or entity, further defined in Section 2, who submits a Potential Lead to FBL.
- 1.5 “Lead Referral Form” means the form (online at www.fiberlight.com) a Lead Provider submits a Potential Lead to FBL.
- 1.6 “Potential Lead” means the person or entity submitted by a Lead Provider to FBL as a potential customer under this Program.
- 1.7 “Referral Fee(s)” means the payment(s) or account credit(s) a Lead Provider earns for Converted Leads under this Program.
- 1.8 “Relative” means a person with a close personal relationship to an FBL Employee or Sales Agent, including spouses, children, parents, siblings, grandparents, grandchildren, aunts or uncles, cousins, nieces and nephews, or anyone in a step or in-law relationship with any of the aforementioned relative categories. FBL has sole and absolute discretion in determining whether a person qualifies as a Relative.
- 1.9 “Sales Agent” means a person or entity that is a party to an active Sales Agent Agreement with FBL.

SECTION II – LEAD PROVIDER ELIGIBILITY

- 2.1 FBL Sales Agents. FBL Sales Agents and Relatives of Sales Agents are not ineligible for participation in this Program.
- 2.2 Current FBL Customers. A current FBL Customer may submit Potential Leads to FBL in accordance with this Agreement provided such Customer is in good standing and does not have a past-due balance on the date FBL receives a Lead Referral Form from the Customer. Eligible Customers of FIBERLIGHT may receive Referral Fees under only the One-Time Account Credit Structure in accordance with Section 5 of this Agreement. In no event will a Lead Provider who is a current Customer be entitled to receive a cash payment for Referral Fees earned under this Referral Program.
- 2.3 FBL Employee. Any FBL Employee, except for any FBL Employee who receives part or all wages from FBL by way of commission payments and any Relative of an FBL Employee who receives part or all wages from FBL by way of commission payments, is eligible for participation in this Program. FIBERLIGHT Employees will receive payment of Referral Fees in accordance with Section 5(b)(ii)(1).
- 2.4 Other Eligible Lead Providers. Subject to FBL’s sole discretion, any other person or entity not otherwise ineligible for participation under this Program may be a Lead Provider under this Agreement. Lead Providers who are eligible for participation based on this subsection of the Agreement will receive Referral Fees in accordance with the One-Time Payment Structure in Section 5.

SECTION III - LEAD GENERATION AND LEAD PROVIDER CONDUCT

All Potential Leads shall be submitted using the Lead Referral Form. Subject to the limitations herein, Lead Provider shall receive Referral Fees only for Converted Leads that place an order with FBL within one hundred eighty (180) days of the date FBL received the Lead Referral Form identifying the Converted Lead as a Potential Lead. Lead Provider will receive Referral Fee payments or credits based only on the initial term of the first order placed by a Converted Lead with FBL. Any renewals of an initial term or subsequent orders by a Converted Lead will not entitle Lead Provider to receive Referral Fee payments or credits. Lead Provider will generate Potential Leads in a manner reflecting favorably on the reputation of FBL. Specifically, Lead Provider agrees to:

- (i) comply with all applicable national, international, state and local laws, ordinances and regulations in its dealings with FBL and Potential Leads, including, without limitation, the U.S. Foreign Corrupt Practices Act (FCPA) and all applicable federal, state, local, and international privacy laws;
- (ii) cooperate fully in the collection, compilation and maintenance of data required to be reported by FIBERLIGHT under any statutes, regulations, orders or other contractual commitments;
- (iii) maintain in force and effect all licenses and permits or state-required certification(s) required for performance under this Agreement; and
- (iv) make no false or misleading statements with respect to FIBERLIGHT services and engage in no illegal, deceptive, misleading, unethical or improper acts or practices in the performance of this Agreement.

In no event shall Lead Provider accept more than one Referral Fee payment or credit from FBL for any Converted Lead under this Program, nor shall it share Referral Fees with any other Lead Provider, Sales Agent, or FBL Employee. FBL may immediately terminate this Program for violation of this provision without incurring any liability or obligation to pay Lead Provider for Referral Fees previously earned but not yet received by the Lead Provider. By participating in this Program, Lead Provider authorizes FBL and its affiliates to use the Lead Provider’s contact information to provide information about the Referral Program and FBL generally.

SECTION IV - LEAD ACCEPTANCE

Lead Provider expressly acknowledges any submission of a Potential Lead to FBL is subject to acceptance by FBL, in its sole



discretion. FBL will have no responsibility or liability whatsoever to Lead Provider with respect to the continued availability or operation of FBL services or the acceptance of, failure to accept, or failure to follow up on Potential Leads submitted by Lead Provider. Lead Provider acknowledges and agrees that FBL may, directly or indirectly (including through other Lead Providers), offer FBL services to the public and Lead Provider will not be entitled to Referral Fees for sales made through such other channels. If FBL receives similar Potential Leads from different Lead Providers or from an FBL Sales Agent or FBL Employee, FBL may, in its sole discretion, determine who, if anyone, will receive a Referral Fee credit or payment for an order placed by any Converted Leads.

SECTION V - REFERRAL FEE CREDIT AND PAYMENT STRUCTURE FOR CONVERTED LEADS

5.1 Lead Provider shall receive Referral Fee payments or credits based on the Referral Fee percentage in effect on the date the Lead Referral Form for a Potential Lead is submitted by Lead Provider.

5.2 Lead Provider shall earn Referral Fee payments or credits for Converted Leads based on the payment or credit structure below:

- (i) One-Time Account Credit Structure. The One-Time Account Credit Structure is the only Referral Fee structure available for current FBL Customer, as defined in Section 2.2, for Converted Leads. Such Lead Providers responsible for Converted will earn Referral Fees under this One-Time Account Credit Structure against their FBL account for each Converted Lead executing an order with FBL with a minimum twenty-four (24) month commitment. Notwithstanding, the current one-time Referral Fee credit for each Converted Lead is equal (a) to one hundred percent (100%) of one (1) month's monthly recurring charges ("MRC") for the Converted Lead or (b) if there is no associated MRC for the order, five percent (5%) of the non-recurring charges ("NRC") for the Converted Lead, up to a maximum amount of twenty thousand dollars (\$20,000) or one hundred percent (100%) of the Lead Provider's invoice, whichever is reached first, against which the credit is to be applied. In the event Lead Provider is a current FBL Customer and earns Referral Fees associated with two (2) or more Converted Leads during any one (1) month period, Lead Provider may be entitled to account credits applicable to two (2) or more invoices; or
- (ii) One-Time Payment Structure. The One-Time Payment Structure is the only Referral Fee structure available to Lead Providers not currently customers of FBL. Such Lead Providers responsible for Converted Leads under this Program will receive a one-time Referral Fee payment by check for each Converted Lead executing an order with FBL with minimum twenty-four (24) month commitment. Notwithstanding, the current one-time Referral Fee payment for each Converted Lead is equal to (a) one-hundred percent (100%) of one (1) month's MRC for the Converted Lead or (b) if there is no associated MRC for the order, five percent (5%) of the non-recurring charges ("NRC") for the Converted Lead. FBL Employees responsible for Converted Leads will receive the Referral Fee payment(s) as an additional amount on his or her last pay period in the month during which the Referral Fee is accrued, as detailed in Section 5(e). Accordingly, such payments will be treated as commissions and FBL will withhold all applicable taxes for such Referral Fees.

5.3 FBL reserves the right to adjust the current Referral Fee calculation at its sole discretion on an individual case basis based on margin and/or payback requirements for orders placed by Converted Leads. Notwithstanding anything to the contrary in this Agreement, the maximum payout for any single Converted Lead, regardless of whether Lead Provider is entitled to Referral Fees under either the One-Time Account Credit Structure or the One-Time Payment Structure, is twenty thousand dollars (\$20,000.00).

5.4 FBL will use commercially reasonable efforts to credit or pay all Referral Fees within sixty (60) days of the date the applicable order is fully executed.

5.5 FBL reserves the right to suspend, discontinue and/or charge back to Lead Provider any Referral Fees paid for orders later cancelled, defaulted or discontinued by a Converted Lead within the first six (6) months after service is delivered by FBL, or on any orders placed by an Eligible Lead while Lead Provider is in breach of the terms of this Agreement.

SECTION VI - TERM AND TERMINATION

6.1 This Program will commence on the Effective Date and will continue for a period of one (1) year thereafter ("Initial Term"), unless otherwise terminated in accordance with this Agreement.

6.2 This Program may be terminated (i) immediately by FBL upon written notice to Lead Provider (including email) if Lead Provider breaches this Program or any obligations herein, as determined in FBL's sole discretion; (ii) by FBL on thirty (30) days' written notice to Lead Provider (including email) if Lead Provider fails to provide at least one (1) Eligible Lead in any calendar year; or (iii) by either party at any time on thirty (30) days' prior written notice to the other party (including email).

6.3 Upon expiration or earlier termination of this Agreement, FIBERLIGHT's Referral Fee payment or credit obligations under this Agreement shall cease.

SECTION VII - RELATIONSHIP OF THE PARTIES

This section is not applicable to FBL Employees who participate in this Program. The parties' relationship during the term of this Agreement will be that of independent contractors. In all matters relating to this Agreement, neither party nor its employees or agents are or will act as employees of the other party in the meaning or application of any laws or regulations that may impute any obligations or liability to the other party by reason of an employment relationship. Lead Provider shall be responsible for the payment of all taxes to which Referral Fees are subject. Lead Party agrees to indemnify and hold FBL harmless against any taxes, including penalties, duties and interest levied by any government on Referral Fees earned under this Agreement.

SECTION VIII - CONFIDENTIAL INFORMATION

Any confidential FBL specifications, drawings, sketches, data or technical or business information, and any other confidential FBL material, as well as all information related to end users of FBL services, Potential Customers, Potential Leads, Eligible Leads, and Converted Leads ("Information") furnished to or disclosed by FBL under this Agreement will be deemed the exclusive property of

FBL, and are to be used by Lead Provider solely in the performance of its obligations and duties hereunder. Lead Provider shall destroy or return all such Information to FBL, at FBL's option, upon expiration or earlier termination of this Program. If FBL requests for any such Information to be destroyed, Lead Provider shall do so, and shall provide FBL with written certification that such Information has been destroyed within ten (10) days of FBL's request. Lead Provider shall keep all Information confidential during the term of this Program and for a period of three (3) years thereafter. Lead Provider agrees monetary damages for any breach or potential breach of its obligations under this Section may not be adequate and FBL will be entitled to injunctive relief with respect to any breach or default of Lead Provider's obligations under this Section. Any breach of this Section shall be a material breach of this Program and FBL may terminate this Program for such breach immediately upon written notice to Lead Provider.

ARTICLE IX – INDEMNIFICATION AND LIABILITY

Lead Provider agrees to indemnify, defend and hold FBL free and harmless from any loss, damage, or cost, including attorney's fees and court costs, that FBL becomes liable for by reason or any act of Lead Provider in communicating with or providing Potential Leads, Eligible Leads, or Converted Leads under this Program, including, but not limited to, claims that Lead Provider has misrepresented the FBL services or the terms under which the FBL services are made available. Lead Provider shall immediately notify FBL in writing of any claim, threatened claim, suit or other action related to Lead Provider's performance under this Program. FBL WILL HAVE NO LIABILITY TO LEAD PROVIDER OTHER THAN FOR REFERRAL FEES EARNED IN ACCORDANCE WITH THIS AGREEMENT. IN NO EVENT SHALL FBL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR SUCH DAMAGES WERE KNOWN BY FBL OR WERE OTHERWISE FORSEEABLE.

ARTICLE X – MISCELLANEOUS

10.1 Lead Provider may not assign or otherwise transfer this Program.

10.2 Lead Provider may not use the FBL trademark(s) without the express written consent of FBL.

10.3 Notices to be given under this Program will be in writing and delivered via e-mail or the physical address of the receiving party. FBL's address for notices will be the address stated above. Lead Provider's address for notices will be the address identified on the Lead Referral Form.

10.4 This Program, with its applicable attachments, will be governed by the laws of the State of Georgia, without regard to conflict of laws provisions, and Lead Provider consents to the jurisdiction of the state and federal courts located in the State of Georgia.

10.5 This Program constitutes the entire agreement between Lead Provider and FIBERLIGHT with respect to the subject matter hereof, and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement.

10.6 The article and section headings in this Program are for convenience only.

10.7 This Program is non-exclusive. Both parties may enter into similar arrangements with others, and FBL may, as part of its normal business undertakings, actively market its services in full and fair competition with Lead Provider.

10.8 This Program cannot be amended or modified except by written amendment signed by authorized representatives of Lead Provider and FBL.

10.9 No waiver of any provision in this Program will be binding unless in writing and signed by both Parties. The failure of a Party to insist on the strict enforcement of any provision of this Program will not constitute a waiver of the provision and all terms of the Program will remain in full force and effect.

10.10 If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions in this Agreement.