



US Net – Authorized Agent Agreement

This Authorized Agent Agreement (Agreement) is entered into this _____ day of _____, 200__ between V1 Ventures, LLC d/b/a US Net (hereinafter "US NET") and _____, a _____ (corporation, limited liability company, partnership, individual) organized under the laws of the state of _____, with a principal place of business located at _____ (hereinafter "Authorized Agent").

Whereas, pursuant to this Agreement, Authorized Agent wishes to sign-up customers for US NET's Internet services and has the necessary expertise to undertake this Agreement, and

Whereas, US NET will pay a one-time commission for customers who are signed-up by Authorized Agent, and

Whereas, US NET wishes to retain the right to change or eliminate the Authorized Agent Program at any time and Authorized Agent understands and agrees with US NET retaining such right,

Now therefore, Authorized Agent and US NET agree to the terms and conditions contained herein:

1. Authorized Agent is hereby authorized to sign-up customers to US Net for Internet services by completing and getting the signature of the new customer on the US NET Subscriber Submission Form. For each customer signed-up by Authorized Agent, US NET shall pay Authorized Agent a one-time commission as further described in Exhibit 1 attached hereto.
2. Authorized Agent agrees to adhere to all US NET policies and procedures and to follow the Authorized Agent Program Guidelines, a copy of which is attached hereto as Exhibit 2. Authorized Agent agrees to use good, fair and honest business practices in signing-up US Net customers. Authorized Agent acknowledges that any customers executing the US NET Sign-up Submission Form shall become a customer of US NET and Authorized Agent agrees not to solicit such customers on behalf of itself or any other entity for services competitive to US Net or attempt to disconnect such customers from US NET services.
3. Authorized Agent agrees and acknowledges that US NET has not made any representations or guarantees regarding the success, profitability or expected financial opportunities associated with this venture. Authorized Agent assumes all business risks associated with this Agreement and the dealings contemplated herein.
4. Authorized Agent agrees that it will not use US NET's name, trade names, trademarks, copyrights, symbols, designs, logos or other marks (collectively "Marks"), other than as provided for under the Authorized Agent Program, without the written consent of US Net.
5. Authorized Agent agrees to provide prospective customers a copy of the US Net Terms of Service and Acceptable Use Policy.
6. **US NET shall not be liable for any damages, direct or indirect, including but not limited to, lost profits, incidental, consequential, punitive, or special damages regardless of if US NET is aware of the possibility of such damages**

and regardless of the theory under which such damages are sought. **US NET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND RESERVES THE RIGHT TO REJECT ANY SIGNED RESIDENTIAL SUBMISSION FORM (ORDER).** The Authorized Agent has no vested right or interest in the order and US NET is under no obligation to enter any order or to take any particular steps in attempting to enter any order that US NET finds in question or bad financial standing, including (but not limited to) bad credit history. By submitting the order, Authorized Agent agrees that US NET shall not be liable for damages under any theory, including but not limited to, the manner in which it entered the order or any acts associated with the provision or termination of the service after the sale.

7. Authorized Agent is an independent contractor and this Agreement is not meant to create nor shall it be deemed to create any type of employer-employee relationship, partnership, joint venture or agency relationship.
8. Authorized Agent agrees it will comply with all federal, state and local laws, regulations and requirements, including but not limited to payment of any applicable taxes, obtaining any necessary permits and licenses and any laws associated with the signing-up of customers.
9. Either party may terminate this Agreement at any time by giving written notice of its intent to terminate to the other party. In the event the Agreement is terminated, Commissions shall be held to assure monies are available to cover any applicable charge-backs, such monies to be paid 90 days from the date service for the last customer signed-up by Authorized Agent is installed. In addition, this Agreement shall be automatically terminated if US NET discontinues the Authorized Agent Program.
10. Notices shall be deemed given when delivered, if hand-delivered or faxed (provided receipt indicating successful transmission is available and copy is provided upon request), or if sent by US Mail Return Receipt Requested to the address listed below, 3 days after depositing the same or upon receipt, whichever is earlier. Such Notices to be sent:

a. If to US NET:
Senior Vice President- Operations
11970 Borman Drive
Suite 200
St. Louis, MO 63146

b. If to Authorized Agent:

11. This Agreement shall be interpreted under the laws of the State of Missouri without reference to conflict of laws provisions.

12. This Agreement represents the entire understanding and agreement between the parties and supercedes any and all prior or contemporaneous oral or written understanding, representation, agreement or communication between Authorized Agent and US NET concerning this matter. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth in this Agreement. No modifications or amendments may be made to this Agreement unless expressly identified as such in writing and signed by both parties.

13. Neither party may assign this Agreement without the prior written consent of the other party, provided however that the sale or transfer of any portion of the assets of US NET or any of its subsidiaries or affiliates, via acquisition or transfer into another company shall not be deemed an assignment of this Agreement by US NET. Any assignment in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of US NET and Authorized Agent.

14. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written waiver executed by the party waiving compliance, and any waiver shall be effective only in the specific instance and for the specific purpose stated in such written waiver.

15. Each party shall bear its own costs and expenses in performing this Agreement. US NET may, but is not in any way obligated, to provide Authorized Agent with marketing material or assistance. Authorized Agent is not relying on receipt of any such material or assistance in entering into this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed and delivered as of the date written above.

US Net

Authorized Agent

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit 1

US Net – Authorized Agent Commission Plan

1. The commission rate shall equal one month of Monthly Recurring Revenue (“MRR”) for then newly signed service(s). For purposes herein, MRR is defined as the revenue (excluding any local, state and/or federal taxes or fees) from a customer for one fiscal monthly period as calculated in accordance with Generally Accepted Accounting Principles and shall exclude any “Pass through” revenue” or “replacement revenue”. For example, “Pass through” revenue obtained via circuit or loop charges will not be counted towards MRR and will not be commissioned e.g., a T-1 dedicated access service selling at \$400 per month would pay a commission on \$100 if US NET paid \$300 per month to a local exchange company in order to provide the service. On sales to existing US NET customers, the calculation of MRR shall also exclude the amount of revenue that does not constitute new revenue but rather “replacement revenue”. For example, if a sale is made to an existing US NET customer, the Authorized Agent will receive credit for the MRR difference between the services, e.g., if a subscriber is at a service level of \$100, and is then upgraded to a \$200 service level, the Authorized Agent would receive credit for \$100 less any applicable “Pass through” charges. If a customer should order a new service for a lesser MRR than their original service, the Authorized Agent would receive \$0 commissionable credit.
2. Commission will be calculated based upon signed business submitted on a Sign-up Submission Form. All required paperwork must be completed, submitted to, and approved by US NET for signed business to be counted. To be counted, Sign-up Submission Forms signed during the week must be turned in by the close of business on Friday of that week, and for the last week of the month by 2:00 pm on the last business day of the month. Sign-up Submission Forms not turned in based on these timelines will carry over to the following month.
3. Service must be installed and new subscribers must have made two monthly payments before a commission will be paid. Commissions will be paid by the last day of the month following payment of the second monthly payment. If the account is pre-paid rather than month-to-month, commission will be paid during the subscriber’s second month of service.
4. Setup fees and equipment must be charged at the scheduled rate unless a previously approved discount level is in effect.
5. Setup fees will not be commissionable.
6. To be considered for Commission purposes, the price for Services included on the Subscriber Submission Form must be as stated on the then current US Net website at www.us.net or at discounted levels made available from time-to-time by US Net, at US Net’s sole discretion.
7. This Agreement must be in effect for a commission to be received.
8. US Net reserves the right to adjust commissions based upon special promotional offers or other discounted offers. US Net also reserves right to modify this Compensation Plan from time to time on a going-forward basis.
9. Nothing contained herein shall alter the independent contractor relationship in any way, and is not intended to do so. All policies, practices, procedures and guidelines of the Company remain applicable and are unchanged by this plan.
10. Sign-up Submission Forms will be eligible for inclusion in the Commission calculation only in the month sold and only for the Authorized Agent responsible for the sale, with any disputes between or among Authorize Agents or any other distribution partners to be resolved by US Net in its sole discretion. The Authorized Agent responsible for a Sign-up Submission Form may not assign responsibility or benefit for such Sign-up Submission Form to any other party.

Exhibit 2

US Net – Authorized Agent Program Guidelines

The following guidelines must be followed when submitting a signed order to your US NET Channel Manager. US Net reserves the right to not compensate Authorized Agents for sales submissions that do not follow these guidelines.

1. All sales must be qualified for service availability. Consult US Net provided qualification tools, the US Net website, and your US Net channel manager to determine service availability.
2. After verifying serviceability, the Authorized Agent shall obtain the prospective customer's contact information and fill out and execute the US NET Sign-up Submission Form. Failure to provide any information, may disqualify the Sign-up Submission Form.
3. Authorized Agent must fax executed Sign-up Submission Forms to the US Net Channel Manager on 314-317-2256.
4. The faxed Sign-up Submission Forms will be documented, approved and entered into the US NET order entry system at the sole discretion of the US Net.
5. The US NET Channel Manager will notify the Authorized Agent via e-mail that the order has been approved and submitted to the US NET Order Entry Department and will indicate when the service will go live date.
6. The US Net Channel Manager will update the Authorized Agent should any issues arise.