



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 (the “**Referral Program**”), described below. *For Referral Partners that have previously executed a Referral Partner Agreement with Astound Business, it is acknowledged that this Agreement will replace and supersede in its entirety any prior version of the Referral Partner Agreement and any prior version of the Referral Program (in each case pursuant to Astound Business’ right under Section 8 below to amend the Referral Program), expressly including the provisions of any previously executed Referral Partner Agreement with regard to the calculation of payments by Astound Business to the Referral Partner.*

1. Astound Business’s Referral Partners may receive a one-time “**Referral Payment**” for each successful referral of an eligible business customer to Astound Business during the term of the Referral Program.
2. An “**eligible customer**” is a business that, during the term of this Agreement, either (1) 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, or (2) is an existing Astound Business customer in good standing that purchases services for a new site (in addition to its existing site(s), but excluding the relocation of the original service site). Acceptance of successful referrals by Astound Business is at the sole discretion of Astound Business.
3. A “**successful referral**” means that the eligible customer referred to Astound Business by the Referral Partner signs a contract for services with Astound Business (“**Contract**”) within 90 days of the date of the referral and subsequently pays its first regular monthly invoice.
4. For successful referrals accepted by Astound Business, the amount of the Referral Payment will be calculated as follows, based on the monthly recurring revenue charges (“**MRC**”) payable to Astound Business by the eligible customer under the applicable Contract. The Referral Payment will be paid to the Referral Partner within 60 days after the eligible customer has paid its first regular monthly invoice.

From March 1 2025 until Astound Business modifies the Referral Program (as permitted under Section 8 below), the Referral Payment will be calculated as follows, based on the Contract Value of the successful referral. (“ Contract Value ” means the MRC stated in the Contract between Astound Business and the eligible customer for the applicable services, excluding taxes, fees, non-recurring charges (if any), and any other amounts payable to Astound Business.*)	
Contract Value < \$1,000.00	One (1) month’s (1x) MRC for the services, as specified in the Contract.
Contract Value > \$1,000.00 (up to a maximum of \$10,000**)	Two times (2x) the MRC for the services, as specified in the Contract.

5. **Bonus Payment:** For each successful referral completed by Referral Partner within the (6) month period beginning on the Effective Date of the Referral Partner’s Agreement with Astound Business (the “**Bonus Period**”), in addition to the Referral Payment specified in Section 4, Referral Partner will also receive a “**Bonus Payment**”, calculated as follows, based on the Contract Value*: (The Bonus Payment will only be payable for successful referrals fully completed during the Bonus Period.)

Contract Value < \$1,000.00	One (1) month’s (1x) MRC for the services, as specified in the Contract.
Contract Value > \$1,000.00 (up to a maximum of \$10,000**)	One (1) month’s (1x) MRC for the services, as specified in the Contract.

* For purposes of calculating both the Referral Payment and the Bonus Payment (if applicable), this calculation of Contract Value applies only to services provided by Astound Business over its own network, where Astound Business incurs no more than *de minimis* cost (as determined by Astound Business) to provide the services to the customer. For (i) Type 2 services (services provided to Astound Business by another carrier, and re-sold by Astound Business to the customer) and (ii) services where Astound Business incurs more than *de minimis* cost to provide the services to the customer, the MRC used to calculate the Referral Payment and (if applicable, the Bonus Payment) will be the amount equal to the MRC specified in the Contract, less (as applicable) (A) the

amount paid by Astound Business to the other provider over whose network the Type 2 services are provided (see example below), and/or (ii) the cost incurred by Astound to be able to provide the services, pro-rated on a monthly basis, for the number of months in the term for the services. In either case, Astound Business will notify the Referral Partner of the amount of the Referral Payment or Bonus Payment within thirty (30) days after the execution by Astound Business of the applicable Contract.

Example: Where customer MRC for a Type 2 service is \$1,200, and the monthly charges payable by Astound Business to its service provider are \$900, the MRC used to determine the Contract Value and calculate the Referral payment and/or Bonus Payment will be \$300 (\$1,200 - \$900 = \$300).

** Where the MRC for the services exceeds \$10,000, Astound Business will determine the amount of the Referral Payment on an individual case basis, and notify the Referral Partner of the amount of the Referral Payment within thirty (30) days after the execution by Astound Business of the applicable Contract.

6. Referral Partners are not eligible for Referral Payments for referring an otherwise eligible customer that is owned, operated or otherwise managed by or under the control of the Referral Partner.
7. 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.
8. 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. This Agreement (as modified by Astound Business from time to time) contains the entire agreement of Astound Business and Referral Partner relating to its subject matter and supersedes all prior agreements (however formed) relating to the same subject matter.

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]

ASTOUND BUSINESS:

Astound Business Solutions, LLC

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____