

# BROADDATA CONFERENCING AGENT AGREEMENT

THIS AGENT AGREEMENT (“**Agreement**”) is between NATIONAL TELECOMMUNICATIONS NETWORK INC. DBA BROADDATA CONFERENCING, a Kentucky Corporation, with an address at 544 Barberry, Louisville, KY 40206 (“**BroadData**”), and the party identified via BroadData’s online Agent Activation Form (“**Agent**”).

1. **APPOINTMENT.** BroadData appoints Agent as an independent agent to market, promote, and sell BroadData Audio & Web Conferencing services as outlined on BroadData’s web site (“**Services**”) to Agent’s customer’s.

2. **SCOPE OF THE SERVICES.**

2.1 **Orders.** BroadData reserves the right to reject any new Customer Account based on an evaluation of credit.

2.2 **Customer Account(s).** BroadData account(s) sold through the efforts of Agent under this Agreement.

2.3 **Services Standards.** BroadData shall use commercially reasonable efforts to ensure that the Services are available to Customer Accounts 24x7x365.

2.4 **Support and Assistance.** BroadData will provide 24x7x365 first level support to Customer Accounts.

2.5 **Modification of Retail Pricing.** BroadData will not increase any Customer Account pricing without notifying Agent in writing at least sixty (60) days in advance.

2.6 **Exclusivity.** Agent shall not knowingly offer or provide Customer Account(s) a service or product that is substantially similar to, and/or competes with, any of the Services.

3. **COMPENSATION AND PAYMENT.**

3.1 **Commissions.** BroadData agrees to pay Agent monthly Commissions (accompanied by usage reports) for the Services provided to Customer Account(s) as set forth in **Exhibit A**. Any and all out-of-pocket expenses incurred by either party in connection with this Agreement will be born by the party incurring such costs.

3.2 **Customer Account(s) Payment.** All costs for Services shall be due and payable by Customer Account(s) within thirty (30) days from the date of Customer invoice. Agent will be compensated as set forth in **Exhibit A** on the last day of the month in which BroadData receives payment from Customers.

4. **TERM AND TERMINATION.**

4.1 **Term.** The term of this Agreement will commence on the date Agent submits BroadData’s online Agent Activation Form. This Agreement will continue as long as Agent has Customer Account(s).

4.2 **Termination.** BroadData reserves the right to terminate this Agreement for any of the following reasons related to the Services: false representations; willful misconduct; failure to perform as agreed to herein; negligent or willful violation of any law, rule or regulation related to the terms of this Agreement; insolvency, bankruptcy or any similar proceedings filed by or against Agent; material breach of any provision of this Agreement. Upon termination for cause any and all commissions and/or compensation due to Agent shall cease. Either party may terminate this Agreement with or without cause upon 30 days written notice. **In the event of termination without cause, commissions shall continue to be paid to Agent on Customer Account(s) in accordance with the payment terms contained in this Agreement.**

5. **WARRANTIES AND REPRESENTATIONS.**

5.1 **Compliance with Laws.** Agent represents and warrants that it is currently in compliance, and that it will comply, with all applicable local, state, and federal, laws.

5.2 **Disclaimer.** Except as otherwise provided in this Agreement, the Services are provided on an “as is” and “as available” basis. Both parties expressly disclaim all implied warranties.

6. **NO PARTNERSHIP OR AGENCY.** BroadData and Agent each agree and acknowledge that Agent is acting as, will act as, and is appointed and deemed to be an independent contractor. All sums paid to Agent are gross sums being paid to Agent as an independent contractor agent and not as an employee(s) of BroadData.

7. **INDEMNIFICATION.** Each party (the “**Indemnifying Party**”) will defend the other party, including all officers, directors, employees or agents thereof and their successors and assigns (collectively, the “**Indemnified Party**”) against all third party claims, suits, or proceedings (“**Claims**”) brought against the Indemnified Party that arise from or relate to any breach by the Indemnifying Party of any representations and warranties or any breach of its obligations under this Agreement.

8. **LIMITATION OF LIABILITY.** Neither party will be liable to the other for any consequential, incidental, indirect or special damages of any kind, arising out of or in connection with this Agreement. BroadData’s total cumulative liability in connection with this Agreement and the Services rendered hereunder is limited to compensation actually due.

9. **GENERAL.** Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) if such failure is caused by acts of God, nature, war, strikes or lack or failure of electrical or telecommunications facilities, including, without limitation, failure of the public Internet, or other causes that are beyond the reasonable control of such party. This Agreement will be construed and enforced in accordance with the laws of the state of Kentucky. The parties hereby submit to the jurisdiction of the courts for the State of Kentucky, in the county of Jefferson, for the purpose of constructing and enforcing this Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter provided herein.

10. **EXHIBIT A.** Agent will negotiate retail pricing directly with each Customer Account. Agent will use current retail pricing options provided by BroadData. BroadData will invoice each Customer Account based on the retail rate chosen by the Agent. Agent’s monthly commission for each Customer Account will be based on the Customer Account(s) retail rate and it’s corresponding residual commission percentage as outlined on the provided BroadData Rate & Commission Manual.