

Platinum Partner Agreement

This Marketing Partner Agreement contains the terms and conditions that apply to an individual's or entity's participation in the Platinum Network Systems, LLC (PNS) marketing partner program (the "Program"). This Agreement covers the establishment of a PNS Internet portal or "link" on the applicant's site on the World Wide Web (the "Web"). Throughout this Agreement, PNS will be referred to as "PNS", "we" or "our"; and the marketing partner will be referred to as "the marketing partner", "you" or "your". PNS's site on the World Wide Web is referred to herein as "our web site"; your site on the World Wide Web is referred to herein as "your web site" or "Marketing Partner Web Site".

1. Commencement

To participate in the PNS Program you must complete the online application found on the site: http://www.pnscom.com/customer_info_agent.html and agree to all the terms of this operating agreement. PNS may reject any application for any reason. PNS will reject any application to place its link on a web site that contains, in PNS's sole opinion, any objectionable content. Objectionable content includes content that is unlawful in any manner, harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, unlawfully discriminatory, or is otherwise objectionable. PNS will also reject applications to place its link on a web site that contains links to and advertisements for web sites with objectionable content, gambling sites and casinos.

2. Display of PNS's Link

We will provide to you the technical specifications and other information and logos necessary to establish PNS's banner, link or Uniform Resource Locator (URL) on your web site. You agree to display prominently PNS's graphical image file as provided by PNS on one or more pages on your web site. You expressly agree that PNS's name, trademark, logo or any other identifying material will appear on your web page (or on any other web page under your control) only in the form supplied by PNS. PNS's graphical image file will provide a link only to a URL to which PNS has agreed. PNS may cancel this Agreement at any time if your display of PNS's logo, trademark or other identifying material does not meet with PNS's approval. Upon notice from PNS you must immediately remove all references to PNS, including its name, logo, trademark, service mark or any other identifying material from your web site immediately.

3. Referral Commissions

For each customer who visits PNS's web site through the link at your web site, or is referred to PNS in writing or by email, and who purchases local, long distance or data products (Products) from PNS or its carriers as a result of such link or referral, PNS will pay to you a referral commission of 4% of the net billed revenue (gross billing less any taxes, fees, surcharges or non-commissionable carrier charges) per customer account, excluding DSL and carriers that pay up front commissions. For DSL you will receive a one time referral fee of \$25 per installed residential or business accounts, and for carriers that pay up front commissions you will receive a one time referral fee of one half (1/2) of one months net billed revenue (gross billing less any taxes, fees, surcharges or non-commissionable carrier charges) per customer account. In order to be eligible for a referral commission, the customer must purchase Products from PNS or its carriers through the link at your site or through written contracts or referral and the Products must be installed and be active for at least 90 days on the last day of the month that a tracking report is run. Accounts not meeting these criteria will not be eligible for a referral commission. PNS, at PNS's sole discretion, may refuse any customer. All qualifying referral commissions will be credited to an account set up for you.

4. Payment of Referral Commissions

You will receive payment of your first referral commission when your account balance exceeds \$500 and you will receive this first payment within approximately 30 days following the end of the month that your account balance exceeds \$500. Thereafter, you will receive commission payments within 30 days following the end of the month that your account balance exceeds \$250. If for any reason this Agreement is terminated prior to your first referral commission being due and the account balance does not exceed \$500, then no referral commission will be due. If this Agreement is terminated after the first referral commission is due and payable or has been paid, then any referral commission balances in your account will be paid to you within approximately 30 days from the end of the month in which this Agreement was terminated.

5. Customer Applications

Each customer who visits the PNS web site through the link at your web site, or is referred to PNS in writing, must fill out a customer information sheet and be approved by PNS or its carrier for service. All customer information is the

sole and exclusive property of PNS and the customer applicant. You do not have any right to either (I) participate in any aspect of the information process, or (ii) receive any of the customer's personal information. This policy specifically prohibits, without limitation, you from receiving customer information directly from customers and subsequently forwarding the customer information to PNS. Of course you may request personal information from customers directly related to your own activities, registrations, promotions or the like, but PNS will never reveal any personally identifying information about customers or a customer applicant to you. (See Section 15).

6. Policies

Once a customer provides PNS or its carrier with customer information, that customer will be deemed to be a customer of PNS for all purposes and will be subject to all policies, procedures, rules and regulations that govern telecommunications products or tariffs. PNS may change any of its policies or procedures at any time, in accordance with applicable law.

7. Customer Privacy

PNS may be subject to rules and regulations; including without limitation, the Privacy Statement on PNS's web site, which specifies how PNS may or may not treat a customer's personal information. You understand that PNS's web site and policies are created and operated to abide by all such rules and regulations and you agree to defend, indemnify and hold harmless PNS (in accordance with Section 11) from any of your violations of a customer's privacy rights.

8. Sales Reports

We will provide to you, via email, or extranet login and password, a monthly report that summarizes the sales activity from your web site. In no event will PNS reveal the names or other identifying information about its customers.

9. License Agreement

Upon our acceptance of your application we will grant to you a limited, revocable, nonexclusive, non-transferable, non-assignable right to use PNS's icon, logo and other images and materials relating to PNS (the "License"), which PNS provides to you for the limited purpose of fulfilling this agreement. You may not modify any of PNS's images, including, but not limited to its icon or logo. This License is subject to the terms and conditions of this Agreement and is limited to the sole purpose of participating in the Program, promoting PNS's products and services on your web site, and for no other purpose. PNS expressly reserves all of its rights in and to its trademarks, trade names, icon, logos and other intellectual property. PNS may revoke this license at any time by giving you written notice.

10. Site Maintenance

You are solely responsible for maintaining your web site. PNS has no responsibility for the development, operation or maintenance of your web site. You are responsible for all technical operations of your web site, including, without limitation, ensuring that your web site does not contain libelous or objectionable material, and ensuring that all material on your web site is legal and does not infringe on the rights of any third party (including copyright or trademark rights) or the rights of any customer. PNS is not responsible for any of these duties and you agree to defend, indemnify, and hold harmless PNS, its directors, officers, employees and representatives from and against any and all claims, actions, causes of action, damages, injuries, expenses (including attorney's fees) relating to the development, operation, content and maintenance of your web site, including, without limitation, any breach of a customer's privacy rights or any unauthorized use by you of PNS's icon, logo and other images and materials relating to PNS.

11. Term

This agreement is effective at the time your application is, at the sole discretion of PNS, accepted by PNS and you are notified of such acceptance either in writing or electronically. Either party, with or without cause, may terminate this Agreement by giving the other party 30 days written notice of the termination. Referral commissions will be paid only on accounts, which are eligible under this Agreement, pursuant to Section 4, at or prior to the time of termination. Upon termination of this Agreement, your License will expire immediately. If this agreement is terminated as provided above, then Referral commissions for customers who continue to use Carrier Services will be paid pursuant to Section 4 for a period of 12 months. If at any time during that 12 month period customers stop billing or terminates service with PNS or its carriers or PNS's carriers stop paying commissions on referred accounts, no further Referral commission will be due on that customer account.

12. Modification of Agreement

PNS may modify this agreement at any time by posting a change on our web site or notifying you by email. PNS may change any of the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the referral commission structure, payment procedures, and PNS Marketing Partner Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the PNS Marketing Partner Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

13. Modification of Banner

PNS, at its sole discretion, may change the "look and feel" of the banner or link that you have placed on your web site. If you object to the new "look and feel" of the banner that is on your site, PNS will direct you to an area on it's web site where other banners will be available for downloading.

14. Relationship of Parties

You and PNS are independent contractors for all purposes. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority to act on PNS's behalf. Your display of PNS's logo and/or trademark as well as all other content on your web site, or any direct contact you have with any customer or customer account applicant must not contradict this fact.

15. Publicity

You shall not create, publish, distribute, or permit any written or electronic material that makes reference to PNS without first submitting such material to us and receiving our written consent.

16. Limitation of Liability

We will not be liable for indirect, special or consequential damages (or loss of revenue, profits, or data) arising in connection this Agreement even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total referral commissions paid or payable to you under this Agreement.

17. Disclaimers

We make no express or implied warranties or representations with respect to the Program or this Agreement or any products or services sold by PNS. In addition, we make no representation that the operation of our web site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

18. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law. Harris County, Texas shall be the proper place of venue for all suits to enforce this Agreement, and any legal proceedings to enforce the provisions hereof shall be brought **EXCLUSIVELY** in the District Courts of Harris County, Texas.

Acknowledged this the _____ day of _____, 20____

Platinum Network Systems, LLC

By: _____
 Kyle Pentecost, Director Channel Sales

Company or Name: _____

By: _____

Printed Name