



REPRESENTATIVE AGREEMENT

IT IS AGREED on the date of execution (“Effective Date”) by, Voxitas, Inc., a corporation with offices at 210 N Tucker Blvd., Suite 500, St. Louis, MO 63101 (hereinafter “Voxitas”) and _____, hereinafter (“Representative”) whose address is _____.

1. Relationship -

- A. Representative represents and warrants to Voxitas that Representative has experience and expertise in the telecommunications and data industries.
- B. Representative is an independent contractor and is not an employee of Voxitas and no joint venture or agency is created hereby. The parties acknowledge and agree that Representative shall have complete control of its entire method of business operations, subject only to the Representative's obligations under this Agreement, and that no partnership, joint venture or other relationship is intended. Representative has no authority to act for, or on behalf of Voxitas and is not authorized to incur any obligation on behalf of Voxitas or to bind Voxitas in any manner whatsoever.
- C. Representative shall appoint a single point of contact for Voxitas regarding all matters pertaining to this Agreement.
- D. Representative shall not commit any act that would reflect unfavorably upon Voxitas.
- E. Representative shall identify itself at its office locations and in all dealings with prospective customers and the public as an independent business. Representative is responsible for all expenses and obligations incurred by it as a result of its efforts to solicit customers for Voxitas, and Representative shall be responsible for payment of all taxes due as a result of payments made to Representative by Voxitas.
- F. Voxitas shall make no attempt to control the obtaining of any prospective customer applications and any marketing and promotion conducted by Representative as permitted under this Agreement are the sole responsibilities of the Representative, subject only to the terms of this Agreement.

2. Services - Voxitas appoints Representative as a **non-exclusive representative** within Voxitas's service territory.
3. Order Processing, Customer Service, Billing, and Collection - Representative shall exercise reasonable care in selecting customer accounts to submit to Voxitas. Representative shall not knowingly submit to Voxitas a prospective account that does not satisfy Voxitas's Policies and Procedures then in effect or any application which contains any material misstatement of fact or misleading information or omits to state any material fact. Representative shall promptly provide Voxitas with all information concerning a customer or prospective customer which Voxitas may reasonably request from time to time. Voxitas shall have the right, at its sole discretion, to accept or reject all orders and to determine the terms and conditions of the Services or other adjustments without liability to Representative. Representative shall not provide customer service to any customer solicited by Representative, including billing collections or repair service, however, Representative agrees to assist with collections from time to time, if requested by Voxitas.
4. Product Literature and Marketing Materials -Voxitas shall make available to Representative, through its web site, literature and materials relating to Voxitas and the Services. Representative shall not develop or use any product literature other than that provided by Voxitas without the written consent of Voxitas.
5. Trademarks and Trade Names - Representative agrees to comply with any standards of usage for Voxitas trademarks and trade names issued or to be issued by Voxitas from time to time. Representative shall not use the name "Voxitas" or any name of a Service provided by Voxitas or the Voxitas symbol, and it shall not use any trademark, service mark or logo of Voxitas or symbol related to Voxitas (collectively, the "Intellectual Property") without the prior, express written consent of Voxitas. Without limiting the foregoing, Representative shall not, without Voxitas's prior written consent, advertise, market or provide information about the Services or use the Intellectual Property on the "Internet" or on any print or electronic media. Representative shall not acquire any right, title or interest in the Intellectual Property or any goodwill associated with the Intellectual Property and Voxitas's business shall inure exclusively to Voxitas. Representative shall not directly or indirectly contest or aid in contesting the validity or ownership of any of the Intellectual Property. Breach of this provision shall result in immediate termination of the Agreement without further liability whatsoever to Representative by Voxitas.
6. Duties of Representative -
 - A. Representative shall use its best efforts to market the Services and to secure customers for Voxitas. In the performance of Representative's services hereunder, Voxitas shall have no responsibility for customer development or marketing and Representative shall follow Voxitas's Policies and Procedures, as they may be modified from time to time by Voxitas in its sole discretion. Representative acknowledges that the

Policies and Procedures include, but are not limited to, matters relating to (i) the proper representation of the Services which Voxitas will provide customers and (ii) the manner in which to complete applications, network and credit information and other documentation with respect to prospective customers of Voxitas. Representative shall provide reasonable assistance to Voxitas, at Voxitas's request, in connection with Voxitas's servicing of all accounts, which Representative has established or establishes.

- B. Representative shall comply with all laws, rules and regulations applicable to Representative's business and Representative's performance of its services hereunder. Representative shall not make any representations or warranties regarding the Services provided by Voxitas except representations and warranties, which are consistent in all respects with information provided by Voxitas regarding the Services. Representative shall not, without the written consent of the prospective customer, submit a prospective customer to Voxitas who or which is already a customer of Voxitas by reason of the efforts of another representative of Voxitas. Representative shall promptly provide Voxitas with all information, which Voxitas may from time to time reasonably request in connection with Representative's obligations under this Agreement.
7. Commission -During the term of this Agreement and provided Representative is not in default of any obligation hereunder, Representative shall receive a commission as defined in Schedule A attached hereto on Collected Revenue for new accounts solicited by Representative, excluding existing Voxitas account conversions, on the Services sold by Representative in accordance with the Tariffs or other Voxitas informational materials. "Collected Revenue" is defined as charges for Services actually collected by Voxitas relating to Services sold by Representative in accordance with this Agreement (excluding taxes, installation charges, termination charges and other fixed monthly service fees). All federal, state, local and other taxes that may be due as a result of commission and any other payment by Voxitas to Representative will be the sole responsibility of Representative.

Representative agrees that Voxitas may at any time and from time to time increase or decrease the commission percentages listed in Schedule A in Voxitas's sole discretion, but any such decrease shall take effect no earlier than sixty (60) days after Voxitas gives notice to Representative thereof and then such change shall be effective for revenue from all persons and/or entities which are customers of Voxitas after such effective date, including any person or entity who or which was a customer of Voxitas prior to the effective date of the change.

Voxitas may, at its sole option, elect to pay commissions based upon billed revenue; however, in such event, Voxitas reserves the right to compare Collected Revenue to billed revenue and charge back Representative the difference in commissions. Voxitas

reserves the right to set off from commissions any amount due to Voxitas by Representative. Commission payments for each customer bill will be paid by Voxitas approximately sixty (60) days from the end of the month in which such bill cycle ends.

8. Duties of Voxitas - Voxitas shall provide to each of its customers such technical and customer support as may in Voxitas's sole discretion be required for all Services and shall notify Representative of all material changes to and rate changes for Services in a reasonably prompt manner.

9. Terms and Termination

A. The initial term of this Agreement shall be for twelve (12) months from the Effective Date and shall be renewed thereafter automatically on a year-to-year basis, unless sooner terminated as hereinafter provided, subject to and upon the terms and conditions herein specified. Either party may terminate this Agreement anytime during the initial term or any renewal term upon giving the other party sixty (60) days prior written notice.

B. Voxitas may terminate this Agreement upon written notice to Representative in the event of:

1. Representative solicits any Voxitas customer on behalf of a competitor of Voxitas, or Representative solicits any Voxitas customer not originally sold by Representative for the purpose of converting any Voxitas Service to another or for selling or upgrading Voxitas Service.
2. Breach of any provision of this Agreement by Representative, or if Representative defaults, fails to perform its obligation hereunder, or participates or engages in any activity relating to fraud against Voxitas, Representative falsifies or forges any order for Services, or engages in activity that disparages or otherwise harms the business reputation of Voxitas.
3. Insolvency, bankruptcy, receivership, dissolution of Representative or Representative's assignment of this agreement without Voxitas's written consent.

No commission shall be payable following any termination pursuant to Section 6, 7 and/or Section 10 B of this Agreement. Voxitas shall have no other obligations hereunder or otherwise with respect to Representative from and after the termination or expiration date, and Voxitas shall continue to have all other rights available hereunder.

10. Confidential Information - During the term of this Agreement, Representative may from time to time have access to confidential information and trade secrets of Voxitas, which may include, among other matters, customer names, potential customer lists, cost data and information about the Services (all such confidential information or trade secrets being referred to as the "Confidential Information"). Representative acknowledges that a disclosure of Confidential Information would have an adverse effect on Voxitas and agrees that during the term of this Agreement, and for a period of twenty-four months following the termination of this Agreement, Representative will hold in confidence the Confidential Information and will not disclose it to any person except with the specific prior written consent of Voxitas. Representative agrees that upon the termination of this Agreement, Representative will promptly return all Confidential Information to Voxitas and not retain any copies, abstracts or other physical or electronic embodiment of the Confidential Information

11. Representations, Warrants, and Covenants - Representative represents, warrants and covenants to Voxitas that at the Effective Date and continuing for the term of this Agreement that:

- A. Representative is a Corporation duly organized and in good standing under the laws of _____ with a Federal EIN or SSN of _____ and is qualified to do business in the state of _____ and has full and unrestricted power and authority to execute and perform under this Agreement.
- B. Representative has obtained all licenses, permits and other authorizations necessary to perform its obligations under this Agreement and shall maintain same, as required, in full force and effect during the term of this Agreement and shall comply with all applicable Tariffs and orders of judicial and regulatory bodies and all local, state, and federal laws.
- C. Representative shall obtain a signed authorization for Services in a format approved by Voxitas in writing, for each customer sold hereunder ("Authorization"), and Representative shall use commercially reasonable efforts to safeguard against the submission of improper, inaccurate and invalid Authorizations.
- D. That neither the execution and delivery of this Agreement nor the sales of Voxitas Services in accordance with the terms of this Agreement violates or will violate i) the provisions or obligations of any other agreement to which Representative is a party or by which it is bound, or ii) Representative's articles of incorporation, by-laws or similar corporate governance documents.
- E. Representative will secure and maintain Worker's Compensation in sufficient amounts to comply with the law and Comprehensive General Liability and Automobile Liability Insurance in the amount of \$1,000,000.

12. Indemnification - Representative shall indemnify, defend and hold Voxitas (and all officers, directors, employees, agents and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by, or be asserted against, any and all of them, directly or indirectly, on account of or in connection with:

- A. Representative's default under any provisions herein, breach of any warranty or representation herein, or failure in any way to perform any obligation hereunder; or
- B. Bodily injury or damage to property (including death) to any person (including without limitation, any employee of Representative and/or any third person), and any damage to or loss of use of any property, arising out of or in any way relating to the Services or pursuant, directly or indirectly, to this Agreement.

Representative shall hold Voxitas harmless and indemnify Voxitas from and against any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of the Representative's employees, contractors and agents.

13. NO IMPLIED OR STATUTORY WARRANTIES; DISCLAIMERS - No warranties are made by Voxitas with respect to the Services, any labor, products, software, or equipment, or any other services or materials provided by Voxitas to Representative as part of or under this Agreement (collectively "Voxitas Materials"). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VOXITAS PROVIDES THE VOXITAS MATERIALS "AS IS" AND "AS AVAILABLE", AND, WITH RESPECT TO THE VOXITAS MATERIALS, HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR DUTIES OF ANY NATURE WHATSOEVER (except duties of good faith), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY STATUTORY OR EXPRESS WARRANTIES, AND ANY WARRANTIES OR DUTIES REGARDING ACCURACY, COMPLETENESS, TIMELINESS, PERFORMANCE, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE OR INTERRUPTED SERVICE. FURTHER, THERE IS NO WARRANTY OF TITLE OR THAT THE PROVISION OR OPERATION OF ANY VOXITAS MATERIALS WILL BE TIMELY OR UNINTERRUPTED.

14. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VOXITAS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL

INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), ARISING OUT OF OR IN ANY WAY RELATED TO THE VOXITAS MATERIALS, EVEN IF VOXITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY - Subject to applicable law and notwithstanding any damages that Agent may incur for any reason whatsoever, (including without limitation, all damages referenced in Section 14 above and all direct or general damages), THE ENTIRE LIABILITY OF VOXITAS UNDER ANY PROVISION OF THIS AGREEMENT OR WITH RESPECT TO THE VOXITAS MATERIALS, AND REPRESENTATIVE'S EXCLUSIVE REMEDY AGAINST VOXITAS (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY VOXITAS) SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THAT PORTION OF THE VOXITAS MATERIALS THAT CAUSES THE DAMAGES. The foregoing limitations, exclusions, and disclaimers (including sections 13 and 14 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. The limitation of liability set forth herein is for any and all matters for which Voxitas may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute or otherwise.

THE PROVISIONS OF THIS AGREEMENT TOTALLY ALLOCATE THE RISKS BETWEEN VOXITAS AND REPRESENTATIVE. VOXITAS COMMISSION RATES REFLECT THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. VOXITAS AND REPRESENTATIVE AGREE THAT THE LIMITATIONS OF THESE SECTIONS 14, 15 AND 16 ARE A BARGAINED FOR EXCHANGE IN CONSIDERATION OF THE COMMISSION RATES AFFORDED TO REPRESENTATIVE.

16. Miscellaneous

A. Assignment.

No party hereto may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party hereto, provided, however, that Voxitas shall have the right to assign all or any part of its rights and obligations under this Agreement to (i) any affiliate or successor of Voxitas or (ii) the purchaser of all or substantially all of the assets of the Voxitas. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf

of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

B. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

C. Waiver.

Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

D. Notices.

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered personally to the recipient, (ii) sent to the recipient by reputable express courier service (charges prepaid) or mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, or (iii) transmitted by telecopy to the recipient with a confirmation copy to follow the next day to be delivered by overnight carrier. Such notices, demands and other communications shall be sent to the addresses indicated below:

If to Representative:

ATTN: _____

Email: _____

If to Voxitas:

Voxitas
ATTN: Michael Gibson
210 N. Tucker Blvd. Suite 500
St. Louis, MO 63101

Or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

E. Entire Agreement.

Except as otherwise expressly set forth herein, this Agreement sets forth the entire understanding of the parties, and supersedes and preempts all prior oral or written understandings and agreements with respect to the subject matter hereof. No modification, termination or attempted waiver of this Agreement shall be valid unless in writing and signed by the party against whom the same is sought to be entered.

F. Governing Law.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of the Agreement shall be governed by, the laws of the State of Missouri, without giving effect to provisions thereof regarding conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by Voxitas below.

Voxitas Representative_____

By: _____ By: _____

Title:_____ Title:_____

Date:_____ Date:_____

Email: _____

Schedule A

During the term of this Representative Agreement and any extensions thereof, Voxitas agrees to pay Representative according to the following schedule, on all Collected Revenue generated by Representative from the sale of Voxitas Services, subject to the terms and conditions of the Agreement. In the event of termination of this Agreement by Voxitas pursuant to section 10A of this Agreement, Voxitas agrees to pay Representative Commission on all Collected Revenue generated by Representative from the sale of Voxitas Services for the initial twelve months following termination, and nothing after the first anniversary of such termination. Any such commission shall be subject in all cases to the right of Voxitas to decrease commissions pursuant to Section 8 of the Master Representative Agreement, the terms of which shall survive the termination of this Agreement with respect to commissions to be paid following such termination. No commission shall be payable following any termination pursuant to Section 6, 7 and/or Section 10 B of this Agreement. Voxitas shall have no other obligations hereunder or otherwise with respect to Representative from and after the termination or expiration date, and Voxitas shall continue to have all other rights available hereunder.

	Total NetLogic Sales	Retail Voice	Retail DS1 Products	Retail DS3, OCn, Collocation
Agent Level	MRR	Commission	Commission	Commission
1	< \$ 10,000	12%	10%	4%
2	\$ 10,001-\$ 75,000	15%	12%	6%
3	> \$ 75,000	18%	15%	8%