



ACD SERVICES, INC. AGENT AGREEMENT

This Agreement ("Agreement") is made as of the ____ day of _____, 20__ ("Effective Date"), by and between KEPS Technologies, Inc. dba **ACD INC.**, a Michigan corporation, having an office located at 1800 N Grand River Ave, Lansing MI 48906 on behalf of itself and its affiliates (collectively, "ACD") and _____, a _____ whose principal office is located at _____ ("Agent"). This Agreement includes Schedule 1 (Services), and Schedule 2 (Agent Commissions).

1. Appointment of Agent.

(a) The Parties agree that this Agreement qualifies Agent to sell ACD products and services and receive commissions in all markets where ACD currently offers services ("Territory"). ACD hereby appoints Agent as an authorized representative and grants Agent the non-exclusive authority to solicit orders from commercial end users (as distinguished from residential end users) ("End Users") only for ACD' internet and telecommunication services set forth on Schedule 1 (the "Services"). Agent hereby accepts such appointment.

(b) ACD may, in its sole discretion and without liability to Agent determine the Services that will be made available for sale by Agent. ACD may, in its sole discretion and without liability to Agent (i) add or delete Services and/or, (ii) alter or modify the prices at which Services shall be offered at any time and without prior notice and/or (iii) modify, add or delete commissions, including commissions for non-standard Services and /or Services provided under a special (individual case basis) pricing, promotion arrangements and/or any case where customer specific capital outlays are required or for sales of Services to Agent or Agent's affiliates. Any modification or deletion will only apply to sales of Services occurring after the effective date of the modification or deletion and will not impact Agent's right to receive commissions earned prior to the effective date.

2. Agent Commissions.

(a) Commissionable Activity. Subject to the provisions of this Agreement, Agent shall receive a sales commission ("Commission" or "Commissions") for its sale of Services in accordance with the terms set forth in Schedule 2 attached hereto. Commissions may not be earned by Agent and shall not be paid by ACD for: (i) sales of Services with respect to which Agent fails to provide ACD with a "Complete ACD Sales Order" as defined in Section 3(a) herein, (ii) sales of Services made while Agent is in breach of the terms of this Agreement, including, but not limited to the conflict of interest provisions contained herein; and/or (iii) sales of Services to Agent for its own use. Further, Agent may not sell additional ACD Services to ACD End Users with an existing Billing Account Number (BAN) except for those ACD End Users originally sold by Agent, unless Agent receives prior written approval. Agent hereby acknowledges and agrees that Commissions are subject to the Chargeback/Non-Payment Policy set forth in Schedule 2. Agent agrees that ACD may recover chargeback's, as determined by ACD pursuant to the provisions set forth in Schedule 2, by withholding from or offsetting against future Commissions or compensation otherwise due or payable to the Agent or by invoicing the Agent.

(b) Commission Term; Termination for Cause and Convenience. Commissions shall be paid as defined in Schedule 2 based upon End Users sold by Agent on or after the effective date of this Agreement and under the provisions of this Agreement for so long as such End User continuously remains an ACD customer under the terms of the original customer agreement, and any subsequent non-automatic renewal Term Agreements (greater than month to month) where the agent has initiated and participated directly in obtaining the end user renewal Term Agreement, and provided that this Agreement has not been terminated for any reason. Upon termination of this Agreement by ACD for cause, all Commissions shall immediately cease. Upon termination of this Agreement by ACD for convenience as set forth in Section 5 of this Agreement, ACD shall continue to pay Agent pursuant to Schedule 2 for a period of up to twelve (12) months

after such termination or until termination of End-User Agreement, whichever is shorter. Term Agreement is defined as an agreement between ACD and the End User which length, or term, is greater than a month.

3. Complete ACD Sales Order.

(a) Composition of Complete ACD Sales Order. Agent shall promptly obtain and submit to ACD with each of Agent's orders a complete ACD sales order package, as such sales order package may be determined by ACD from time to time during the term of the Agreement, executed by an authorized representative of End User and acceptable to ACD in its sole discretion (hereinafter a "Complete ACD Sales Order"). No sales order package or agreement will be binding on ACD unless accepted and approved by ACD. In the event an order submitted by Agent is rejected, ACD will supply Agent with a specific reason for such rejection, if requested by Agent, but ACD will have no responsibility or liability whatsoever to Agent with respect to the continued availability or operation of ACD's Services or ACD's acceptance of or rejection of Complete ACD Sales Orders submitted by Agent to ACD.

(b) ACD End User Support. Agent agrees that once a Complete ACD Sales Order is executed by the End User and submitted by Agent to ACD, ACD will be responsible to provide all End User relations and support functions regarding ACD Services, including, where applicable, but not limited to: (i) coordination of adequate initial End User training on the proper use of Services; (ii) continuing Service system consulting; (iii) periodic personal contacts with End Users regarding Services; (iv) provision to End Users of available information regarding technical, functional, and other Service developments; and (v) handling requests from End Users for new or changed Services. If Agent receives a request from an End User for the provision of such support functions for Services, Agent shall immediately refer those requests to ACD so that ACD may provide End User support in a timely fashion. ACD shall bear sole responsibility for all provisioning, installation, service or repair obligations with respect to the Services, provided however, if End User has contracted with other parties for equipment or services related to the ACD Services, such parties shall be responsible for those items.

(c) Channel Conflict. Agent acknowledges and agrees that ACD, through other Agents, may offer the Services to End Users and that Agent will be entitled to no compensation new sales made through such other channels. In the event ACD receives conflicting Complete ACD Sales Orders for Services from different Agents or ACD employees, ACD will, in its sole discretion, determine who will receive credit for such orders and all such decisions by ACD are final. Both parties agree to keep confidential any agreements between ACD and the customers sold by agent, unless otherwise directed by the customer.

4. Agent Responsibilities.

(a) Compliance. Agent represents and warrants that, at its sole expense, it (i) is duly organized and validly existing under the laws of the state in which it was organized, created or incorporated and has all requisite legal power and authority to execute this Agreement and carry out its terms, conditions and provisions, (ii) is in compliance with all applicable international, federal, state and local laws and regulations applicable to its performance under this Agreement; and (iii) will maintain in force and effect all licenses and permits required for its performance under this Agreement. Agent further agrees to cooperate fully in the collection, compilation and maintenance of data required to be reported by ACD under any statutes, regulations, orders or other contractual commitments unless that information is not in the possession or control of Agent. Agent represents and warrants that no director, officer, employee, agent, representative or vendor of the Agent has (or during the term of this Agreement will have) any personal or business interest that would present an actual, potential or apparent conflict of interest with the performance of this Agreement as determined by ACD in its sole discretion. Conflicts of interest include, but are not limited to (i) gifts or payments made directly or indirectly to an existing ACD employee by Agent at any time prior to, during or following the Term of this Agreement, (ii) having an existing ACD employee serve as officer, director, consultant, advisor, representative, agent or be an employee of Agent, or (iii) any officer, director, employee, agent or representative of the Agent being related in any way (personal, business interest or otherwise) to an ACD Employee without first disclosing such relationship to ACD in writing prior to the execution of the Agreement.

(b) Standard of Conduct. Agent will at all times give prompt, courteous, and efficient service to potential End Users and employ the highest standards of honesty, integrity and fair dealing. Further, Agent agrees to represent ACD fairly and will make no representations or guarantees concerning ACD or its products and Services which are false,

misleading or inconsistent with the representations set forth in the Tariff or in any promotional materials, literature, manuals and price lists published and supplied by ACD from time to time and shall do nothing which would tend to discredit, injure the reputation of or reflect adversely upon ACD or its products and Services. ACD may from time to time, in its sole discretion, implement policies, standards and practices for marketing of the Services and the conduct of Agent in marketing the Services on behalf of ACD and Agent will market the Services in compliance with these policies, standards and practices.

(c) Sales Force Training. Agent will attend and successfully complete any training or program(s) outlined or required from time to time by ACD, on an as needed basis. Agent shall provide its sales force with training of ACD's products, services and procedures sufficient enough for each member of the sales force to give prompt, courteous, and efficient service to potential End Users and employ the highest standards of honesty, integrity and fair dealing. Agent agrees that its employees will not solicit orders for any Service until trained in product sales for that Service by ACD or Agent.

(d) Performance Reviews. Agent shall permit ACD to take all actions reasonably requested in order to ensure adequate opportunity for review of Agent's performance by ACD, including, but not limited to, periodic review and analysis by ACD of Agent's conduct with End Users. Agent shall permit ACD, in ACD's discretion, to perform a background review of Agent, including but not limited to financial and potential criminal matters. Upon ACD's request, Agent agrees to provide ACD written notice of the address, telephone number, and contact information for all of its Agent or Subagent offices located throughout the United States.

(e) Submissions. Agent, with the express written consent of End User, will submit Complete ACD Sales Orders to ACD by fax or by email (or by other means as reasonably requested by ACD). Agent shall provide ACD an executed original of the service order agreement. ACD may immediately disconnect any services provided without such End User consent and may recapture any Commissions paid to Agent for such improperly ordered Services, as well as any and all costs, charges and administrative expenses incurred by ACD in adjusting the End User's account.

(f) Notification. Agent shall notify ACD in writing immediately upon the occurrence of any of the following events: (i) any claim made against Agent, ACD or any other party with respect to the Services; (ii) any suit or other action brought against Agent; (iii) any material change in the ownership or management of Agent; and (iv) any action or event that may violate the Conflict of Interest provision contained in Section 4(a) above.

(g) No Press Releases/Communications. Agent shall not engage in any joint advertising, press releases or other public communications, web site/internet marketing, electronic mail solicitation or marketing or direct mail or fax campaigns without the prior written consent of ACD's marketing department. Agent agrees, upon request by ACD and subject to ACD's continuing approval, to jointly develop with ACD a marketing plan for maximizing sales of the Services, including strategies for joint advertising, press releases, web site/internet marketing, electronic mail solicitation or marketing and direct mail or fax campaigns.

(h) Agent hereby acknowledges and agrees that non-compliance with the terms of this Section 4 shall constitute a material breach of this Agreement.

5. Term and Termination.

This Agreement shall become effective on the Effective Date and shall remain in effect until December 31st of the year in which it was signed. This agreement shall automatically renew for on additional (1) year periods unless one party advise the other of its intent to termination at least thirty (30) days prior to the last day of the current year. ACD and/or Agent may terminate this Agreement for convenience anytime during the Term or any subsequent renewal term upon giving Agent at least ninety (90) days prior written notice. If termination by ACD for convenience occurs, Agent will, provided it is not in breach of the terms of this Agreement at the time it is notified by ACD of such termination, receive Commission in accordance with the terms of this Agreement.

(a) Termination. ACD may immediately terminate this Agreement upon written notice to Agent, sent via facsimile or U.S. Mail, at any time without incurring any liability and immediately cease all Commission payments to Agent

in the event that: (i) Agent engages in any unlawful business practice; (ii) Agent attempts, without ACD's prior written approval, to assign or transfer any of the rights and obligations under this Agreement to a third party; (iii) ACD discovers any irregular activity by Agent, as determined by ACD in its sole reasonable discretion; (iv) Agent breaches a material term of this Agreement or any of its representations or warranties hereunder; (v) Agent issues a press release or other public communication regarding this Agreement or Agent's relationship with ACD without ACD's prior written consent, (vi) Agent's Net Sales fall below the Minimum Yearly Sales Requirement outlined in schedule 2, (vii) Agent declares bankruptcy.

(b) Cure. In the event Agent breaches or fails to perform an obligation set forth in this Agreement, except for those breaches as specified in Section 5.2(a) for which termination may be immediate, ACD shall provide Agent written notice of such breach or failure to perform. If Agent fails to cure such breach or failure to perform within thirty (30) days of receiving written notice from ACD, this Agreement shall be terminated for cause and ACD shall have no liability for such termination and all Commissions to Agent shall immediately cease.

(c) Remedies. In addition to, and not in place of, any other remedies ACD may have under the Agreement or at law or in equity, upon the breach of or failure to perform an obligation by Agent related to any of the provisions of this Agreement, ACD shall have the right to (i) refuse to accept any service order placed by Agent; (ii) cancel any service order previously accepted by ACD; or (iii) refuse to provide Services pursuant to any such service order.

6. Confidentiality.

(a) Confidential Information. Agent and ACD agree to keep strictly confidential at all times during the term of this Agreement and for a period of three (3) years after the termination of this Agreement, all non-public business information which may be provided to either party in the course of the performance of this Agreement. This restriction includes, but is not limited to, the terms and conditions of this Agreement, End User lists, business and marketing plans, prices, Service and related product specifications, sales data and the like, as well as confidential specifications, drawings, sketches, data or technical business information ("Confidential Information"). Any names or lists identifying End Users or potential End Users are the exclusive property of ACD, are to be used by Agent solely in the performance of its obligations and duties hereunder, and all copies of Confidential Information are to be returned to ACD upon the termination of this Agreement.

(b) Non Disclosure. The parties agree not to reveal, divulge, make known, sell, exchange, lease or in any other way disclose any Confidential Information to any third party. Agent hereby agrees, on behalf of itself, its employees, agents or representatives not to directly or indirectly utilize any Confidential Information or End User information in direct or indirect competition with ACD or any of its other Agents. Agent acknowledges the competitive and commercial value and confidential and proprietary nature of the Confidential Information and End User information and the irreparable damage that could result to ACD if any part of the information were disclosed to any third party, without ACD's prior written permission. Agent agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by Agent or its employees and that, in addition to all other remedies that may be available, ACD shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach, without the requirement of ACD posting a bond.

(c) ACD Personal Data.

(i) Definition. "ACD Personal Data" is defined herein as personally identifying information or other information that, either individually or when combined with other information, could be used to derive information specific to a particular ACD employee or ACD Customer/End User that is not generally available to the public. ACD Personal Data includes, but is not limited to, information regarding an ACD employee's or ACD Customer/End User's identity, social security, employee or other identification number, payroll account number, credit card number, e-mail address, customer account information, purchase and usage information, and other Personally Identifiable Information and/or Customer Proprietary Network Information ("CPNI") as such terms may be defined under Privacy Laws. All ACD Personal Data is and will remain the property of ACD. Agent will access, use, collect, maintain, and disclose or share ACD Personal Data only in strict accordance with the terms of this Agreement and only to the extent strictly necessary to perform its obligations under this Agreement, or as otherwise required by law. Agent may not otherwise modify the ACD Personal

Data, merge or co-mingle it with other data, commercially exploit it, disclose it or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such data, other than as expressly directed by ACD in writing. ACD makes no representation or warranty as to the accuracy or completeness of the ACD Personal Data, and Agent agrees that ACD, its employees and agents will have no liability to Agent resulting from Agent's use of the ACD Personal Data in contravention of this Agreement.

(ii) Privacy Laws. Agent agrees that its collection, access, use and disclosure of ACD Personal Data will comply with all applicable federal, state and local laws, rules and regulations as they may be amended from time to time (the "Privacy Laws") including but not limited to compliance with any request from a Customer to refrain from using its Personally Identifiable Information, CPNI or other contact information for commercial purposes including marketing of services and products of ACD or any other company.

(iii) Disclosure of ACD Personal Data. Except in response to a valid court order or otherwise to the extent legally required in response to a request from a law enforcement agency, in no event will Agent disclose any ACD Personal Data to any third party. In the event Agent is legally required to disclose any ACD Personal Data pursuant a valid governmental or law enforcement request, it will promptly notify ACD to permit ACD to seek a protective order or to take other appropriate action to prevent or limit such disclosure. Agent agrees to cooperate with ACD efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the ACD Personal Data in question. If Agent is compelled as a matter of law to disclose the ACD Personal Data in the absence of a protective order, it will disclose to the party compelling the disclosure only that part of the ACD Personal Data that is required by law to be disclosed, and Agent will use its best efforts to obtain confidential treatment therefore.

(iv) Return of ACD Personal Data. Agent will return, or at ACD's election, destroy (and certify in writing such destruction) all ACD Personal Data upon the termination or expiration of this Agreement for any reason, or earlier if requested to do so in writing by ACD.

(v) Cooperation and Inspection. Agent represents that it has, or will establish, data security polices and disciplinary processes to address any unauthorized access, use or disclosure of ACD Personal Data by any of Agent's employees, agents or Subcontractors. Agent will immediately notify ACD of any breaches of security that may result in the unauthorized access, use or disclosure of ACD Personal Data. Agent will make all reasonable efforts to assist ACD in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of ACD Personal Data.

(vi) Injunctive Relief. Agent acknowledges and agrees that a breach of any obligation set forth in this section by the Agent may result in irreparable harm for which monetary damages may not provide a sufficient remedy and, as a result, ACD may be entitled to both monetary damages and equitable relief.

(vii) Confidentiality. The obligations set forth in this Section 6(c) supplement, and will govern to the limited extent there is a conflict between this Section and the Confidentiality provisions herein.

(d) Survival. The parties agree that this Section 6 shall survive the cancellation, expiration or termination of this Agreement.

(e) Agent acknowledges and agrees that non-compliance with the terms of this Section 6 shall constitute a material breach of this Agreement.

7. Intellectual Property.

(a) Authorized Agent. During the term of this Agreement, unless otherwise instructed by ACD, Agent may refer to itself as a ACD Authorized Agent, but solely in connection with the marketing of ACD Services. Agent may use ACD marks, trade name, and logo design only in marketing materials, advertising, and promotional literature (collectively, "Materials") in conjunction with its sale of Services, provided that any usage of any ACD mark or trade name in such Materials and the advertising claims associated therewith, in each instance, has been approved in writing in advance by ACD's Legal Department and in accordance with ACD standards, which may be modified from time to time.

(b) Agent acknowledges and agrees that: (i) the ACD marks are owned by ACD, (ii) it will do nothing inconsistent with such ownership, (iii) all use of the ACD marks by it shall inure to the benefit of and be on behalf of ACD, (iv) nothing in this grant shall give it any right, title or interest in the ACD marks other than the right to use the marks in accordance herewith, (v) it will not attack ACD's title to the marks or the validity of this grant, and (vi) it will use the ACD marks only in the form and manner prescribed from time to time by ACD, and will not use any other trademark or service mark in combination with any of ACD's marks without the prior written approval of ACD.

(c) This grant of a limited, nonexclusive authorization may not be assigned to or utilized by any other entity or party without the prior written approval of ACD.

(d) Unless terminated by ACD sooner, upon termination of this Agreement, any permission or right to use marks granted hereunder will cease to exist and Agent will immediately cease any use of such marks and immediately cease referring to itself as a ACD Authorized Agent. In addition, Agent shall immediately return or destroy all Materials containing any ACD mark or marks.

(e) Agent acknowledges and agrees that non-compliance with the terms of this Section 7 shall constitute a material breach of this Agreement.

8. Non-Solicitation. During the term of this Agreement and after termination, Agent shall not (i) directly or indirectly knowingly solicit, divert or take away any ACD End User under contract on behalf of a competitor of ACD or induce any ACD End User or its affiliates to discontinue its relationship with ACD or (ii) directly or indirectly, solicit, induce, influence any person employed by or under contract with ACD, its affiliates, or its sales representatives, or agents to terminate his or her employment, engagement or relationship with ACD or its affiliates. Notwithstanding the foregoing, the terms in Section 8 (i) shall not apply to the solicitation of telecommunication products outside of the scope of this Agreement. Agent acknowledges and agrees that non-compliance with the terms of this Section 8 shall constitute a material breach of this Agreement.

9. Independent Contractor. ACD and Agent agree that Agent is an independent contractor and is not an employee of ACD and no joint venture, legal partnership or agency is created by this Agreement and Agent shall, at all times, identify itself as an independent business. The relationship between them arising from this Agreement is that of independent contractor. Except for the rights and obligations of the parties specifically stated herein, neither party has any right or any authority to enter into any contract or undertaking in the name of or for the account of the other, nor shall the acts or omissions of either create any liability for the other.

10. Sub-Agency. Prior to any sales of Services or solicitation of orders for Services by a sub-agent of Agent ("Sub-Agent"), Agent shall enter into an enforceable written agreement with the Sub-Agent ("Sub-Agent Agreement") that (a) requires each Sub-Agent to agree to be bound by all applicable terms and conditions of this Agreement and (b) expressly names ACD as an intended third party beneficiary with the right to rely on and directly enforce the terms thereof. Agent shall enforce each Sub-Agent Agreement and shall notify ACD of any breach or suspected breach of any obligation under a Sub-Agent Agreement that comes to its attention. For purposes of this section, the term Sub-Agent shall include any person or entity not employed by Agent to which Agent delegates the work required or permitted under this Agreement.

11. Indemnification. Agent agrees to release, defend, indemnify and hold harmless ACD, its parent, subsidiaries and affiliates and each of the ACD officers, directors, employees, agents, partners, members and shareholders from and against any and all losses, damages, claims, demands, suits, liabilities, fines, penalties, obligations, settlement payments, awards, judgments, deficiencies, or other charges and any and all expenses, including attorney's fees, incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding, whether based in contract, tort or otherwise arising out of or relating to the acts or omissions of Agent, its employees or agents, in connection with the duties and/or activities of Agent under this Agreement or incurred by ACD in successfully enforcing any provisions of this Agreement.

12. Limitation of Liability. EXCEPT WITH REGARD TO SECTION 11 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER PARTY, NOR ITS AFFILIATES, SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OF THE

PARTIES OR THE CONDUCT OF BUSINESS CONTEMPLATED IN THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. Notwithstanding the foregoing, ACD has no responsibility to Agent and shall incur no liability with respect to (i) the continued availability or operation of any ACD Services, (ii) any adjustment(s) by ACD to the terms and conditions of any ACD Services, (iii) the failure by ACD to accept, or close the sale for any prospective End User, (iv) the failure by ACD to provide or to continue to provide any ACD Services to a prospective or current End User and (v) any non-ACD products or services marketed, sold or licensed by Agent.

13. Assignment. Neither party may assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment without such prior written consent shall be void. Notwithstanding the foregoing, ACD may assign all or part of this Agreement immediately without the prior written consent of Agent (a) to any entity that controls, is controlled by, or is in common control with ACD, (b) to any successor-in-interest to ACD, or (c) if necessary to satisfy the rules, regulations, and/or orders of any federal, state, or local governmental agency or body. Agent acknowledges and agrees that non-compliance with the terms of this Section 13 shall constitute a material breach of this Agreement.

14. Insurance. Agent represents and warrants that at all times during the term of this Agreement, Agent shall maintain at its sole expense (i) worker's compensation insurance in sufficient amounts to comply with state law; and (ii) comprehensive liability insurance for claims of bodily and personal injury, death, property damage and all other harm caused by or occurring in connection with Agent's acts, omissions and/or misrepresentations in an amount not less than \$1,000,000 per occurrence. Except for workers compensation, such insurance shall: (i) include ACD as an additional insured; (ii) be primary and noncontributory to any insurance carried by ACD; (iii) provide that any deductible or self insured retention shall be borne solely by the Agent; and (iv) contain an endorsement stating that ACD will be named as an additional insured on the agent policies. Within five (5) days of ACD's request, Agent will furnish proof satisfactory to ACD that insurance coverage remains in effect. ACD may suspend commission payments to Agent until ACD receives and approves of such satisfactory proof.

15. Notices.

All notices and communications concerning this Agreement shall be addressed to:

If to Agent:

Attn: _____

Phone: _____

Fax: _____

E-mail: _____

If to ACD:

CFO
ACD, Inc.
1800 N Grand River Ave
Lansing MI 48906

or at such address as may be designated in writing to the other party.

Notices shall be in writing and sent by U.S. Mail. Notices shall be deemed delivered to the recipient's address two days following the date the notice was sent.

16. Dispute Resolution. Except for (i) action seeking a temporary restraining order or injunction, (ii) suit to compel compliance with this dispute resolution process, (iii) action by ACD seeking indemnity under this Agreement, or (iv) Agent non-compliance with publicity provisions, the Parties agree that disputes, controversies or claims arising out of or relating to this Agreement, or the breach thereof, which the parties are unable to resolve through direct negotiations, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs of arbitration, including the fees and expenses of the arbitrator, shall be paid equally by the parties unless the arbitration award provides otherwise. The parties to this Agreement have bargained and expressly agreed that the any dispute resolution proceeding shall be conducted in Ingham County, Michigan. Additionally, Agent agrees that, by entering into this Agreement, it is expressly waiving any claims or objections that any dispute resolution proceeding conducted in Ingham County, Michigan brought is inconvenient or unfair. In the event Agent institutes any dispute resolution proceeding outside Ingham County, Michigan, Agent hereby expressly consents to transfer of the matter to Ingham County, Michigan and shall assume all of ACD's costs in connection therewith including, but not limited to, ACD's reasonable attorneys' fees.

17. General Provisions.

(a) Agent and ACD agree that any dispute resolution proceedings, legal suit, action or proceeding in equity, arising out of or relating to this Agreement shall be governed by and construed under the laws of the Commonwealth of Michigan without reference to its principles of conflicts of laws. With respect to matters not subject to the dispute resolution provision set forth above, the parties to this Agreement have bargained and expressly agreed that the United States District Court for the Eastern District of Michigan, or the Circuit Court for Ingham County, Michigan, shall have sole and exclusive jurisdiction over all matters arising out of this Agreement and the parties' contractual relationship. Additionally, Agent agrees that, by entering into this Agreement, it is expressly waiving any claims or objections that any legal proceedings, legal suit, action or proceeding in equity brought in these courts are inconvenient or unfair. In the event Agent institutes any legal proceedings in any other court than those specified above, Agent hereby expressly consents to transfer of the matter to the United States District Court for the Eastern District of Michigan, or the Circuit Court for Ingham County, Michigan and shall assume all of ACD's costs in connection therewith including, but not limited to, ACD's reasonable attorneys' fees.

(b) This Agreement and the Schedules attached hereto constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof and supersede all prior practice, agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.

(c) No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by authorized representatives of ACD and Agent.

(d) The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized representative on the date first written above.

(Agent)

KEPS TECHNOLOGIES INC, DBA ACD, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Agent's Federal Tax I.D. or SS Number:

Agent's Billing Address (if different):

Schedule 1

Services

Agent shall solicit orders from End Users for On-Network Internet and Telephone Services that are approved for sale by ACD, including those contained in ACD's federal and state tariffs or documentation replacing such tariffs in the event of detariffing. Such Services are made available in accordance with terms set forth by ACD and pursuant to such tariffs, where applicable. Agent hereby agrees to describe tariffed Services in accordance with ACD's tariffs and that all other non-tariff Services shall be described only as instructed by ACD.

Agent must receive ACD's management approval prior to offering any End User any and all pricing and terms or pricing on any non-standard services including off network (resold) services, construction of Fiber, SONET and/or other network facilities. All such non-standard terms must be approved in accordance with ACD's ICB approval process.

The prices at which Services shall be offered shall be those designated by ACD or as authorized by ACD tariffs in effect from time to time, or as otherwise approved in writing by ACD's finance department on an individual case basis. Agents pricing to end users may not match ACD's direct pricing. ACD reserves the right to alter or modify such prices at any time and without prior notice.

Requests for pricing are to be emailed by agent to sales@acd.net.

Territory

The Agent's Territory shall consist of any market where ACD directly provides On Net Services (as defined above).

Schedule 2 **Agent Commissions**

Subject to the terms of this Agreement (including this Schedule 2) and provided Agent is not in default of any obligations hereunder, Agent, during the Term of the Agreement, shall receive a Commission (as defined herein) for End Users sold by Agent under this Agreement that continue to use and pay for ACD Services.

ACD may, in its sole discretion and without liability to Agent, modify, add or delete any policy or procedure relating to the payment of commissions. Any modification or deletion will apply to sales of Services occurring after the effective date of the modification, addition or deletion and will not impact Agent's right to receive commissions earned prior to the effective date.

Agent's will be paid commission on a fiscal quarterly basis by the fifteenth (15th) of the month following a quarter end following receipt of payment by end user to ACD. ACD reserves the right to accrue commission payments and withhold payment thereof until the total Commission payment due Agent exceeds One Hundred Dollars (\$100). The agent may elect to receive monthly payments which will be paid by the fifteenth (15th) day of the month following payment ACD's receipt of payment by customer, so long as the monthly payment to agent continuously exceeds Two Hundred Fifty Dollars (\$250) per month.

I. Agent Commissions

Agent shall elect to receive commission payments for all standard sales under the Commission Tables, set forth below.

Agent commissions may consist of the following components:

1. **One Time Commission (OTC)** shall be determined by multiplying the applicable Commission Percentage (as set forth on the Commission Schedule) by the Monthly Billing Revenue for sales to new contracted End-Users by Agent under this Agreement and will be paid at quarter/month end following installation and 1st month's payment by End User(s). OTC commission will not be paid on renewal contracts without prior consent. **Monthly Recurring Charges** are defined by ACD as the contracted and installed monthly recurring charge, excluding: taxes, surcharges, fees, usage, equipment sales or leases, construction, early termination charges, other surcharges and/or fees, and "Non-Recurring Charges" as measured and reported by ACD. MRC Commission will only be paid on the original End User Agreement and will not be paid on subsequent renewal agreements. MRC Commission may be adjusted on a pro-rated bases reflecting intro pricing and/or discounts provided to end user.
2. **Monthly Billing Revenue Commission (MBRC):** The Monthly Billed & Collected Revenue (MBRC) Commission shall be determined by multiplying the applicable Commission Percentage (as set forth on the Commission Schedule) applicable to the End User service agreement term period ("End User Term") by the reported monthly Total Billed Revenue from End Users while within the term of the original or any applicable renewal contract sold by Agent under this Agreement, as determined by ACD. Renewal MBRC will be paid at the same percentage as the original contract, unless otherwise approved by ACD. MBR Commission will be paid at quarter/month end following payment by End User(s). **Monthly Billed & Collected Revenue** is defined as the total amount actually billed to the and paid by the end user, as reported by ACD, on the Services sold by Agent pursuant to this Agreement excluding: taxes, surcharges, fees, usage, equipment sales or leases, construction, early termination charges, other surcharges and/or fees, and "Non-Recurring Charges" as measured and reported by ACD.

Non-Standard Sales, i.e. Fiber Optic Builds, Bids, or other sales that require significant upfront investments by ACD, will be negotiated on a per sale basis.

Sales Measurement and Reporting

ACD will establish and maintain sales measurement and reporting policies and practices. ACD reserves the right to amend those policies and practices from time to time, at its sole discretion.

II. Commission Adjustments

Commissions shown are for sales based on standard list prices and generally available sales promotions. Sales at rates determined on an Individual Case Basis (ICB) or at a discount will be subject to adjustment and agreement by the Agent as part of the ICB pricing.

Commissions will be paid so long as Agent is not in breach of this Agreement, the End User continuously remains an ACD customer. Upon termination of this Agreement by ACD for Agent's breach (termination for cause), all payment of Commissions to Agent shall immediately cease. Following the termination of the Agreement for convenience by ACD, ACD shall continue to pay Agent pursuant to this Schedule 2 for a period of up to twelve (12) months after such termination of this Agreement, or the remainder of the End-User Term, whichever is shorter.

III. Minimum Quarterly Sales Requirement for Commission Plans A&B

Commencing the first full calendar month following the execution of this Agreement ("Effective Date"), Agent agrees that during each three (3) month period of the Term ("Quarter") it shall achieve net newly acquired Quarterly Recurring Charges (MRC) of \$500.00 from End Users solicited by Agent and sold by and reported by ACD under the terms of this Agreement (the "Quarterly Minimum Requirement" or "QMR"). In the event Agent fails to achieve the Quarterly Minimum Requirement in any two Quarters during a one year period under the Term of this Agreement or in any two consecutive Quarters during the term of this Agreement, ACD may, in its sole discretion, terminate this Agreement for cause without any further liability or obligation to Agent and all commission payments to Agent will immediately cease.

IV. Chargeback/Non-Payment Policy

The Agent hereby acknowledges and agrees that it is responsible for the payment of any chargeback amounts and that the following chargeback/nonpayment policy shall apply to the Commissions paid to Agent:

- (i) Agent shall be charged back **100%** of any paid Commission if End User terminates service with ACD or has its service disconnected by ACD within six (6) months following installation;
- (ii) In the event an End User fails to pay ACD for Service, Agent agrees ACD may suspend, discontinue, terminate and/or chargeback Commissions related to such End User due to such nonpayment; and
- (iii) In the event Agent, as an ACD End User, fails to pay ACD for Service, Agent agrees ACD may, in addition to any other rights, ACD may have under law or contract, suspend, discontinue, terminate and/or chargeback Commissions related to such Service due to such nonpayment; and
- (iv) Agent shall be charged back 100% of any Commission paid on sales of Services made while Agent is in breach of the terms of this Agreement, including, but not limited to the conflict of interest provision set forth in Section 4 of the Agreement.

By executing this Agreement, Agent specifically agrees to pay any and all chargeback amounts calculated hereunder. Agent hereby acknowledges and agrees that its payment of the chargeback amount is a material term of this Agreement and failure to make such payment shall result in the immediate termination for cause of this Agreement by ACD. In addition to invoicing Agent for charge backs, Agent hereby agrees that ACD may recover charge backs by withholding from or offsetting against future Commissions or compensation otherwise due or payable to the Agent. Agent further agrees that it is responsible for all legal cost (including Attorneys' fees) incurred by ACD in collecting any unpaid chargeback amounts from Agent.

Schedule 2

Commission Plan Election

I have elected the following Commission Plan as described below, initial only one:

Initial Here: _____ Commission Plan A			
One Time Commission (OTC)			
One-Time Monthly Recurring Charge (MRC) Commission Rate Paid			
0%			
Monthly Billing Revenue Commission (MBRC)			
Residual Commission Rate Paid Monthly on Monthly Billed Revenue (MBR)			
In addition to OTC Commission			
1 Year Term	2 Year Term	3 Year Term	4+ Year
12%	12%	12%	12%

Initial Here: _____ Commission Plan B			
One Time Commission (OTC)			
One-Time Monthly Recurring Charge (MRC) Commission Rate Paid for New Customers			
1 Year Term	2 Year Term	3 Year Term	4+ Year Term
100%	150%	200%	300%
Monthly Billing Revenue Commission (MBRC)			
Residual Commission Rate Paid Monthly on Monthly Billed Revenue (MBR)			
In addition to OTC Commission			
1 Year Term	2 Year Term	3 Year Term	4+ Year Term
6%	6%	6%	6%

Initial Here: _____ Commission Plan C			
One Time Commission (OTC)			
One-Time Monthly Recurring Charge (MRC) Commission Rate Paid			
1 Year Term	2 Year Term	3 Year Term	4+ Year Term
150%	225%	350%	400%
Monthly Billing Revenue Commission (MBRC)			
Residual Commission Rate Paid Monthly on Monthly Billed Revenue (MBR)			
In addition to OTC Commission			
1 Year Term	2 Year Term	3 Year Term	4+ Year Term
0%	0%	0%	0%