SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is entered into [MONTH] [DAY],[YEAR] ("Effective Date") between [AGENT COMPANY], a [AGENT STATE OF FORMATION] corporation with offices at [AGENT COMPANY ADDRESS] (the "Agent"), and [PRINCIPAL COMPANY], a [PRINCIPAL STATE OF FORMATION] with offices at [PRINCIPAL COMPANY ADDRESS] (the "Principal"). Agent and Principal may be referred to individually as a "Party" or collectively as the "Parties."

Principal wishes to engage Agent as an independent sales representative for Principal equipment on the terms and conditions set forth below.

1. Mutual Exchange of Information. The Parties will exchange information during the Term of this Agreement. This disclosed information shall be subject to the terms and conditions ofthe Nondisclosure Agreement between the Parties dated [DATE OF PARTIES] (the "NDA"). Agent represents and warrants that all information it has provided to Principal prior to the signing of this Agreement is complete and accurate, to the best of its knowledge.

2. Appointment Terms.

2.1. Principal appoints Agent as a non-exclusive sales representative for the purpose of selling Principal products, including those Principal Wireline telecom products listed in [EXHIBIT A] ("Products"), in the Territory listed in [SECTION 5], below. Agent acknowledges that this is a non-exclusive appointment and that Principal retains the right to appoint additional representatives as Principal, in its sole and unrestricted judgment, may from time to time determine to be in the best interests of Principal, without liability or obligation to Agent.

2.2. Agent shall not, without the prior written authorization of Principal, utilize any subagents. In the event that Agent proposes to use any subagents, Agent shall obtain and provide to Principal all background information on such proposed subagent as Principal may require.

2.3. Agent agrees to immediately inform Principal of any material change in Agent's ownership or principals.

3. Compliance with United States Foreign Corrupt Practices Act. Agent agrees to comply with all applicable laws and regulations, including those dealing with the promotion of a sale of the Products offered to Customers under this Agreement, including without limitation the United States Foreign Corrupt Practices Act. Agent further agrees to promote Sale of Products. Both Parties agree to take the required steps necessary to satisfy any laws or requirements to declare, file, record or otherwise render this Agreement valid. Agent represents that it is not an employee, officer, or representative of any government or any agency or other instrumentality of any government. Agent further agrees to inform Principal of any change in such status or representation. Agent agrees not to use all or any portion of any commission paid under this Agreement, either directly or indirectly, to make or offer a direct or indirect payment or gift to any employee, officer or representative of any government or government agency or other instrumentality under circumstances where the payment or gift would constitute an illegal payment under the laws of the United States or of the local territory.

4. Nature of Relationship. Nothing in this Agreement shall be construed as creating a joint venture or partnership between the Parties, or as authorizing either Party to act as agent of the other. Agent's relationship to Principal is that of an independent contractor. Agent shall have no authority to bind Principal to any contractual terms. Nothing in this Agreement shall create any obligation between either Party and any third party.

5. Territory and Customers. During the term of this Agreement, Agent shall use its best-efforts to sell Products to [CUSTOMERS] ("Customers") in [TERRITORY] (the "Territory"). Agent acknowledges that Principal has an existing relationship with those Customers listed in [EXHIBIT B], and that no compensation is payable for any sales made by Agent to such Customers.

6. Compensation.

6.1. Agent shall be entitled to receive commission on sales of Products to Customers in the Territory, made substantially through the efforts of Agent, during the Term of this Agreement. Commissions shall be payable as follows:

a) [PERCENTAGE]% of total net revenues received by Principal from sales to Customers other than Existing Customers, and their affiliates;

b) [PERCENTAGE]% of total net revenues received by Principal from sales to Existing Customers and their affiliates; and

c) [PERCENTAGE]% of total net revenues received by Principal from sales of products other than Products listed in [EXHIBIT A].

6.2. Commission payments will be made to Agent within [NUMBER OF DAYS] of Principal's receipt of payment from Customer and shall be based on the amounts received. If payment from Customer to Principal is in installments, so will be the payment to Agent by Principal.

6.3. In calculating commission due to Agent, Principal may offset any amounts of credits, cancellations, refunds, allowances, and returns to Customers of revenues upon which Agent has already been paid commissions under this Agreement.

6.4. Notwithstanding the terms of [SECTION 6.1], no commission shall be payable to Agent under any of the following circumstances:

a) if prohibited under applicable government law, regulation or policy;

b) if Agent did not directly facilitate the sale of the Products to the Customer;

c) on any sale to Customers that are directly or indirectly owned by or under common ownership with Agent;

d) on any sales to Customers outside of the Territory defined in [SECTION 5], above;

e) any sale to any federal state, or local governmental entity;

f) on any sales to Customers listed on [EXHIBIT B]; or

g) for any sale of Products to a Customer occurring after the expiration or termination of the Term of this Agreement unless: (a) the sale takes place within [NUMBER OF DAYS] after the termination or expiration of this Agreement; and (b) the sale is the direct result of the sales efforts of Agent prior to such termination or expiration.

6.5. The compensation set out above shall be Agent's sole compensation under this Agreement. Any expenses incurred by Agent in the performance of this Agreement shall be Agent's sole responsibility.

6.6. Agent is solely responsible for payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services by Agent under this Agreement and for all obligations, reports and timely notifications relating to such taxes. Principal shall have no obligation to pay or withhold any sums for such taxes.

6.7. Agent shall disclose any of the above compensation terms as may be required by law.

7. Services to be Provided by Agent. Agent agrees to:

7.1. promote the sale of the Products to Customers;

7.2. assist, at Principal's request, in finalizing an agreement and subsequent purchase orders with each Customer, in form and substance satisfactory to Principal, for Customer's purchase of the Products;

7.3. coordinate and assist Principal with product demonstrations to the Customer; and

7.4. perform such other sales related services with respect to Customers as Principal may reasonably require.

8. Term And Termination.

8.1. Term. This Agreement is effective as of the Effective Date, and shall continue in force, unless terminated under [SECTION 8.2], for a period of [NUMBER OF YEAR] (the "Term"). The Agreement may be extended for additional [NUMBER OF YEAR] Terms upon written agreement of both Parties.

8.2. Termination. This Agreement may be terminated:

a) By either Party upon provision of [NUMBER OF DAYS] written notice to the other Party.

b) By either Party, effective immediately upon receipt of written notice of termination, upon the occurrence of any of the following events:

i. a breach of the NDA or [SECTION 10] of this Agreement;

ii. either Party becomes the subject of a proceeding under bankruptcy, receivership, insolvency or similar law, which is not dismissed within [NUMBER OF DAYS] after being instituted;

iii. the other Party fails to cure a material breach of this Agreement, other than a breach of the NDA or [SECTION 10], within [NUMBER OF DAYS] after receipt of written notice of such breach and opportunity to cure; or

iv. this Agreement, or the actions of either Party, is found to be in violation of any law, other than a technical violation which is curable and cured within [NUMBER OF DAYS] after receipt of written notice of such violation from the non-violating Party.

8.3. The remedies provided for in this Section are in addition to any other remedy provided by law, and do not release either Party from any liability for damages for which it might otherwise be responsible according to law.

8.4. The Parties' rights and obligations that by their nature would continue beyond the termination of this Agreement, shall survive the termination of this Agreement.

8.5. Upon termination of this Agreement, whether by expiration or otherwise, Agent agrees to promptly deliver to Principal all data, documents, and other records which relate to the business activities of Principal, and all other materials which are the property of Principal.

9. Indemnification.

9.1. General. Each Party shall defend, indemnify and hold harmless the other Party, its directors, shareholders and employees against any claim, suit or proceeding ("Claim") brought against the other Party for any and all damages resulting from the negligence or willful misconduct of the defending Party arising from or relating to the covenants, duties and obligations assumed under this Agreement.

9.2. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality and Publicity. Except as may be required by applicable law, neither Party shall disclose to any third party the contents of this Agreement without the prior written consent of the other Party. No news release, public announcement, advertisement or publicity concerning this Agreement shall be made by either Party without the prior written approval of the other Party.

11. Use of Trademarks. Agent recognizes the right, title, and interest of Principal and its affiliates in and to all service marks, trademarks, and trade names used by Principal and agrees not to engage in any activities or commit any acts, directly or indirectly, which may contest, dispute, or otherwise impair such right, title, and interest of Principal and its affiliates therein, nor shall Agent cause diminishment of value of the said trademarks or trade names through any act or representation. Agent shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise.

12. Assignment. This Agreement shall accrue to the benefit of and be binding upon the Parties and any successor entity into which either Party shall have been merged or consolidated. This Agreement may not be assigned by either Party, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of this clause shall be void and ineffective.

13. Governing Law. This Agreement shall be governed by the laws of the state of California, USA, excluding its choice of law rules. The Parties agree to submit to jurisdiction in the courts of San Francisco, California for resolution of any litigation related to this Agreement.

14. Notices. Any notices required or permitted shall be given to the appropriate Party at the address specified above, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.

15. Waiver. The failure of either Party to insist upon strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

16. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable under the law of any state or political subdivision, such unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if said unenforceable provision(s) had not been contained in it, and the Parties shall negotiate in good faith to replace the unenforceable provisions by such modified provisions as have the effect nearest to that of the provisions being replaced.

17. Headings. The headings of Sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any Section.

18. Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Principal and Company. No modification, amendment or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

[AGENCY COMPANY]

By:

Name: [AGENCY SIGNATORY NAME]

Title: [AGENCY SIGNATORY TITLE]

[PRINCIPAL COMPANY]

By:

Name: [PRINCIPAL SIGNATORY NAME]

Title: [PRINCIPAL SIGNATORY TITLE]

EXHIBIT A

PRODUCTS

EXHIBIT B

LIST OF EXCLUDED CUSTOMERS