

**Anti-Slamming Agreement**

“Slamming” is the unauthorized switching of a consumer’s or businesses’ local, long distance, or wireless telephone service from one carrier to another without his or her properly executed (written or recorded) consent. Slamming is illegal, plain and simple. Under federal law it carries a minimum \$40,000.00 penalty for every slam. The penalty may not exceed \$120,000.00 per each violation or each day of a continuing violation. For any continuing violation the maximum allowed for any single act or failure to act is \$1,200,000.00 [Code of Federal Regulations -CFR §1.80(b)(2)].

HARMONIC takes slamming violations very seriously, and will not tolerate it under any circumstances. Therefore, please read each of the following paragraphs, and understand that by acknowledging this Agreement you agree to abide by the terms.

I understand that “slamming” is the unauthorized switching of a consumer or businesses’ local and/or long distance telephone service over to another carrier. I further understand that slamming is illegal, and carries a penalty of up to \$120,000.00 per violation I understand that to legitimately change a customer’s local and/or long distance telephone service over to a Harmonic Network vendor, I must get a signed Letter of Authorization (called an “LOA”) personally signed by the customer *before* attempting to switch his or her telephone service, or in the alternative, the customer must complete a valid third party verification process through a telephone number provided by the Harmonic Network vendor. Customers may also sign up on line using their own computer, and you cannot enter the information for them or agree to any Terms and Conditions on their behalf. Online signs up must be completed by the customer themselves.

I understand that Harmonic provides customers and affiliates replicating websites where customers can sign up for service, as well as instructions on how to accomplish valid third party verification. I will not use any form nor falsify any third party verification in order to switch a customer over to a Harmonic vendor’s telephone service other than those provided to me by Harmonic or its vendors, nor will I sign a customer up online.

I understand that no Harmonic Vendor will switch any of my customer’s over to their service until I submit either an LOA, or obtain valid third party verification through said Vendor’s process for the new customer.

I understand that if I slam anyone, my Harmonic customer and/or affiliate ID will be immediately terminated, and my commission will be debited for all charges incurred by the slammed customer while on any Harmonic vendor’s service as well as any switchover fees they may incur when moving back to their preferred carrier. There will be no exceptions.

I understand and agree that if I slam anyone, and Harmonic is penalized by any court or governmental agency as a result of my conduct, I will indemnify Harmonic for all penalties, court costs and attorney’s fees that Harmonic incurs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant’s Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date