



Business Partner Agreement

1. Marketing Approval

We may approve you as an Interloci Business Partner based on information you provided in the application. If we do approve your application, as our Interloci Business Partner, we approve you under the terms of this Agreement to market to [A] End Users or [B] Resellers, the Products and the Maintenance and Support Services specified in this Agreement.

2. Definitions

[A] End User is anyone, who is not part of the Enterprise of which you are a part, who acquires Products or uses Services for its own use and not for resale.

[B] Enterprise is any legal entity and the subsidiaries it owns by more than 50%.

[C] Reseller/Distributor [To End Users] is any organization that sells products and services to end users.

[D] Reseller/Distributor [To Resellers] is any organization that sells products and services to resellers.

3. Our Relationship

Each of us agrees that:

3.1 each of us is responsible for our own expenses regarding fulfillment of our responsibilities and obligations under the terms of this Agreement;

3.2 neither of us will assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized;

3.3 neither of us will bring a legal action against the other more than two years after the cause of action arose, unless otherwise provided by local law without the possibility of contractual waiver;

3.4 failure by either of us to insist on strict performance or to exercise a right when entitled does not prevent either of us from doing so at a later time, either in relation to that default or any subsequent one;

3.5 all information exchanged between us is non-confidential, unless both of us agree otherwise in writing;

3.6 Interloci may change the terms of this Agreement on one month's written notice. Otherwise, for any other change to be valid, both of us must agree in writing. Changes are not retroactive. Additional or different terms in a communication from you are void;

3.7 each of us will comply with all applicable laws and regulations such as those governing consumer transactions

4. Your responsibilities to Interloci Inc.

You agree:

4.1 to provide us, or our representative, with access to your facilities in order for us to fulfill our obligations and to review your compliance with the Agreement;

4.2 your rights under this Agreement are not property rights and, therefore, you cannot transfer them to anyone else or encumber them in any way;

4.3 to maintain the criteria we specified when we approved you;

4.4 to retain records of each product and Service transaction for three years and provide us relevant records on request. We may reproduce and retain copies of these records;

4.5 that your conduct under this Agreement will be consistent with the antiboycott laws and regulations of the United States;

4.6 be responsible for customer satisfaction and to participate in customer satisfaction programs as we determine;

5. Interloci's responsibilities to you

We agree to:

5.1 Provide you with training to market our NetWorksA-OK Appliance.

5.2 Provide you with all the necessary material and inputs including products and services required to perform a sale

5.3 Provide installation and post-installation support for the offering you market.

5.4 Provide you with a discount for marketing our product

6. Status Change

You agree to give us prompt written notice (unless precluded by law or regulation) of any substantive change or anticipated change to the information supplied in your application. Upon notification of such change, (or in event of failure to give notice of such change), Interloci may, at its sole discretion, immediately terminate this Agreement.

7. Marketing Funds and Promotional Offerings

We may provide marketing funds and promotional offerings. If we do, you agree to use them according to our guidelines and to maintain records of your activities regarding the use of such funds and offering for three years. We may withdraw or recover marketing funds and promotional offerings from you if you breach any terms of the Agreement. Upon notification of termination of the Agreement, marketing funds and promotional offerings will no longer be available for use by you, unless we specify otherwise in writing.

8. Export and Import

You may actively market Products and Services only within the United States or other geography [_____]. You may not market outside this scope, and you agree not to use anyone else to do so.

9. Trademarks

We will notify you in written guidelines of the Interloci Business Partner title and emblem, which you are authorized to you. You may not modify the emblem in any way. You may use our Trademarks (which includes the title, emblem, Interloci Trademarks and service marks) only; within the geographic scope of this Agreement

9.1 in association with Products and Services we approve you to market; and

9.2 as described in the written guidelines provided to you.

The royalty normally associated with non-exclusive use of the Trademarks will be waived, since the use of this asset is in conjunction with marketing activities supporting sales of Products and Services.

You agree to promptly modify any advertising or promotional materials that do not comply with our guidelines. If you receive any complaints about your use of a Trademark, you agree to promptly notify us. When this Agreement ends, you agree to promptly stop using our Trademarks. If you do not, you agree to pay any expenses and fees we incur in getting you to stop.

You agree not to register or use any mark that is confusingly similar to any of our Trademarks.

Our Trademarks, and any goodwill resulting from your use of them, belong to us.



11. Liability

Circumstances may arise where, because of a default or other liability, one of us is entitled to recover damages from the other. In each such instance, regardless of the basis on which damages can be claimed, the following terms apply as your exclusive remedy and our exclusive liability.

We are responsible for the amount of any actual loss or damage, up to the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. Under no circumstances (except as required by law) are we liable for third-party claims against you for damages, or for special, incidental, or indirect charges, or for any economic consequential damages (including lost profits or savings) even if we are informed of their possibility.

In addition to damages for which you are liable under law and the terms of this Agreement, you will indemnify us for claims made against us by others (particularly regarding statements, representations, or warranties not authorized by us) arising out of your conduct under this Agreement or as a result of your relations with anyone else.

12. Electronic Communications

Each of us may communicate with the other by electronic means, and such communication is acceptable as a signed writing to the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity.

13. Ending the Agreement

Regardless of the contract duration, or any renewal period in effect, either of us may terminate this Agreement, with or without cause, on three months' written notice. If, under applicable law, a longer period is mandatory, then the notice period is the minimum notice period allowable.

If we terminate for cause we may, at our discretion, allow you a reasonable opportunity to cure. If you fail to do so, the date of termination is that specified in the notice.

However, if either party breaches a material term of the Agreement, the other party may terminate the Agreement on written notice. Examples of such breach by you are : if you do not maintain customer satisfaction ; if you repudiate this Agreement ; or if you make any material misrepresentations to us. You agree that our only obligation is to provide the notice called for in this section and we are not liable for any claims or losses if we do so.

You agree that if we permit you to perform certain activities after this Agreement ends, you will do so under the terms of this Agreement.

14. Geographic Scope

All the rights and obligations of both of us are valid only in the United States or other geography [_____].

15. Governing Law

The laws of the State of New York, without regard to conflict of laws principles, govern this Agreement. The "United Nations Convention on the International Sale of Goods" does not apply.

Details of Our Relationship

This Agreement will have a duration of 24 months with an Agreement Start Date effective the first of the month following Interloci's approval. We will confirm such approval and the Agreement Start Date to you in writing.

Unless we specify otherwise in writing, the Agreement will be renewed automatically for subsequent two-year periods. However, you may advise us in writing not to renew the Agreement. Each of us is responsible to provide the other three month's written notice if the Agreement will not be renewed.

This Agreement is the complete agreement regarding this relationship, and replaces any prior oral or written communications between us. Any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original, to the extent permissible under applicable law, and all Products and Services you market and Services you perform under this Agreement are subject to it.

You are approved to market Interloci products and services below as a:

- Reseller/Distributor [To End Users]
or
- Distributor [To Resellers]

Products and Services you are approved to market:

- NetWorksA-OK Appliance with Maintenance and Support Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Interloci Inc. Date : ____/____/____

Signature Title

Customer Date : ____/____/____

Signature Title