



CONSULTANT ACCESS AGREEMENT

7601 Interactive Way, Indianapolis, Indiana 46278 (317) 872-3000

ARTICLE 1. CONSULTANT BENEFITS

1.1 Consultant Access. Interactive will permit Consultant to access the Consultant Portal containing marketing and sales materials and other information relating to Interactive Products. "Interactive Products" means Interactive software, third party software licensed by Interactive, hardware or other communications equipment sold by Interactive, bundled solutions consisting of software pre-installed on equipment, and Interactive hosted service subscriptions offered for license or sale by Interactive from time to time.

1.2 Training. Interactive will provide Consultant access to on-site and web-based training for Interactive Products as pre-approved by Interactive. Training may be subject to terms and conditions of use as described in the training.

1.3 Promotional Literature. Interactive grants to Consultant a license to download, copy and distribute brochures and other promotional materials relating to the Interactive Products that Interactive may produce and make available to Consultant from time to time on the Consultant Portal ("Promotional Literature") subject to any limitations posted on the Consultant Portal. The Promotional Literature will not in any way be deemed a representation or warranty of Interactive.

1.4 Partner Conference. Consultant will receive an invitation to Interactive's annual partner conference. Unless otherwise expressly agreed by Interactive, Consultant will be responsible for all costs associated with attending any partner conference including any conference fees.

ARTICLE 2. CONSULTANT OBLIGATIONS

2.1 Program Application. Consultant represents and warrants that all of the information provided in its application to receive Consultant benefits is true and correct. Consultant will promptly notify Interactive in writing of any and all material changes in such information.

2.2 Interactive License Agreements. Interactive will enter into license agreements directly with Consultant's clients who purchase Interactive Products ("Customers"). Consultant will not license or sell Interactive Products or provide technical services or technical support for Interactive Products. Consultant will not enter into any agreements directly with any Customer to sell or license, or to provide technical services or technical support for, Interactive Products. In such event, Consultant will be solely responsible to Customer for all obligations of such agreement and will be responsible to Interactive for all damages, costs and expenses incurred by Interactive.

2.3 Enforcement of Interactive License Agreements. Consultant will not take any action to hinder Interactive's actions to enforce any Interactive license agreement. If Consultant learns that any Customer has breached any provision of an Interactive license agreement, Consultant will immediately advise the Customer to rectify the situation and if the Customer does not rectify the situation within thirty (30) days, Consultant will notify Interactive immediately thereafter. Interactive may terminate this Agreement immediately upon written notice if Consultant breaches this Section.

ARTICLE 3. PROPRIETARY RIGHTS OF INTERACTIVE

3.1 Intellectual Property Rights. Interactive or its suppliers will retain exclusive ownership of the following (collectively, "Interactive Materials"), unless otherwise expressly agreed in writing by Interactive: (i) the Interactive Products; (ii) all pre-existing works, inventions, technology, data and materials incorporated into or used in association with the Interactive Products; (iii) all technical or non-technical information, data, ideas, concepts or know-how, including developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information, and other information that relates to Interactive's business plans, forecasts and research ("Interactive Technical Information"); and (iv) all derivative works based on the Interactive Products or Interactive Technical Information.

3.2 Restrictions. Consultant will not grant permission to third parties to: (i) copy all or any part of any Interactive Product; (ii) translate, modify, adapt, enhance, or create derivative works of any Interactive Product; or (iii) decompile, disassemble or reverse engineer any Interactive Product.

3.3 Proprietary Designations. Interactive and its suppliers own valuable trademarks, service marks, trade names, logos and other identifiers (the "Proprietary Designations") identifying the Interactive Products. As between Interactive and Consultant, Interactive will retain ownership of and all rights in the Proprietary Designations. Consultant will not register, directly or indirectly, any trademark, service mark, trade name, company name, internet domain name or other proprietary or commercial right that is identical or confusingly similar to the Proprietary Designations, or that constitutes a translation thereof into any other language. Consultant will not use any Proprietary Designation without Interactive's prior written consent in each instance.

ARTICLE 4. DISCLAIMER AND LIMITATION OF LIABILITY

4.1 Disclaimer. Interactive makes no representations or warranties to Consultant. Interactive will warrant the quality of the Interactive Products directly to Customers in accordance with Interactive license agreements. INTERACTIVE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE INTERACTIVE PRODUCTS AND ANY SERVICES PROVIDED BY INTERACTIVE WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). BY WAY OF EXAMPLE AND NOT IN LIMITATION, NEITHER INTERACTIVE NOR ITS SUPPLIERS WARRANTS THAT: (i) USE OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; (ii) ALL DEFECTS IN ANY PRODUCT WILL BE CORRECTED; OR (iii) ANY PRODUCT WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY CUSTOMERS. TO THE EXTENT THAT INTERACTIVE OR ITS SUPPLIERS CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

4.2 Limitation of Liability. IN NO EVENT WILL INTERACTIVE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY INTERACTIVE PRODUCTS OR SERVICES, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE AGGREGATE AND TOTAL LIABILITY OF INTERACTIVE AND ITS SUPPLIERS FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED ONE THOUSAND UNITED STATES DOLLARS (US \$1,000). INTERACTIVE WILL NOT BE LIABLE TO CONSULTANT FOR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CONSULTANT BY ANY THIRD PARTY.

4.3 Indemnity for Consultant's Acts. Consultant will indemnify, defend and hold harmless Interactive against any loss, damage or expense incurred by Interactive (including reasonable attorneys' fees) as a result of claims, actions, or proceedings brought by any third party arising from: (i) Consultant's breach of Article 3; (ii) any negligent act or omission by, or willful misconduct of, Consultant or its employees, agents, contractors, consultants or representatives; or (iii) any warranty, condition, representation, indemnity or guarantee granted by Consultant in addition to or in lieu of the limited warranties specified in any Interactive license agreement. Interactive will cooperate in the defense of the claim by complying with Consultant's reasonable requests and instructions. Interactive will be entitled to participate in the defense of such claim and to employ legal representation at its own expense to assist in the handling of such claim. Consultant will obtain the prior written approval of Interactive, which approval will not be unreasonably withheld, before the entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other relief to be imposed against Interactive or would prejudice any intellectual property interest of Interactive.

ARTICLE 5. TERM AND TERMINATION

5.1 Term of Agreement. This Agreement will commence on the Effective Date and will terminate on December 31 of that year (the "Initial Term"); provided, however, that this Agreement will automatically renew for subsequent calendar twelve (12) month periods (each a "Renewal Term") unless either party notifies the other party of non-renewal at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Either party may terminate this Agreement with or without cause immediately upon written notice to the other party. This Agreement will automatically and immediately terminate in the event that Consultant becomes a Master Distributor, Elite Partner, Premier Partner or Referral Agent of Interactive.

5.2 Consequences. Upon termination of this Agreement for any reason: (i) any rights hereunder will immediately cease, and Interactive will have no further obligations to Consultant under this Agreement; (ii) Consultant will purge from its computer systems, storage media and other files and, at Interactive's option, destroy or deliver to Interactive all copies of items that contain any Interactive Confidential Information or Interactive Materials; and (iii) Consultant will deliver to Interactive a written document signed by an officer, owner or managing partner of Consultant that certifies that Consultant has complied with all termination obligations under this Agreement.

5.3 Survival. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including without limitation, all ownership terms, confidentiality obligations, indemnification obligations, disclaimers and limitations of liability.

ARTICLE 6. CONFIDENTIALITY

6.1 Definition. The term "Confidential Information" includes all trade secrets, know-how, intellectual property and other information that is not generally known and which is used in or pertains to Interactive's business and confidential information of Interactive's suppliers, customers and other third parties who have entrusted their confidential information to Interactive. Confidential Information does not include information that is independently developed by employees of Consultant who have not had access to or use of Confidential Information or information that is placed in the public domain by the disclosing party. Interactive will mark documents considered confidential with a legend so advising Consultant. Consultant understands and agrees that if Consultant desires to obtain training on technical services or technical support of Interactive Products, Consultant will be required to execute an amendment to this Agreement with respect to confidentiality of such information and ownership of Interactive intellectual property rights pertaining thereto.

6.2 Non-Disclosure. Consultant will not use Confidential Information except for the purpose of understanding the benefits of Interactive Products and determining whether to recommend Interactive Products to prospective Customers ("Authorized Purpose"). Consultant will not disclose the Confidential Information to potential Customers except upon Interactive's prior written consent subject to execution by the Customer of a confidentiality agreement acceptable to Interactive. Consultant will not disclose the Confidential Information except (i) to its employees for whom access is necessary to carry out the Authorized Purpose, provided that Consultant will be responsible for ensuring such employees' compliance with the obligations of this Section; or (ii) pursuant to a requirement of a court, government agency, or law, including without limitation, state and federal securities laws; provided that if Consultant is required by a court, government agency, or applicable law to disclose any Confidential Information, it will notify Interactive immediately upon learning of such requirement so that Interactive has an opportunity to take action to protect the confidentiality of the Confidential Information. Unauthorized use or disclosure of Confidential Information will cause irreparable damage to Interactive for which there is no adequate remedy at law and Interactive will be entitled to immediate injunctive relief.

ARTICLE 7. GENERAL

7.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Indiana, U.S.A., as applied to agreements entered into and to be performed entirely within the state of Indiana without regard to conflicts of laws provisions thereof.

7.2 Arbitration.

7.2.1 Application. This Section will only apply if Consultant's principal offices are outside the United States.

7.2.2 General. Except as contemplated herein, any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the rules and procedures for

international arbitration of the American Arbitration Association ("AAA"), as modified or supplemented under this Section.

7.2.3 Proceeding. To initiate arbitration, either party will file the appropriate notice at the Regional Office of the AAA in Chicago, Illinois. The arbitration proceeding will take place in Chicago, Illinois. The arbitration panel will consist of one (1) arbitrator. Any communication between a party and the arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrator will be empowered to grant injunctive relief at either party's request.

7.2.4 Award. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrators. The award will: (i) be granted and paid in U.S. dollars exclusive of any tax, deduction or offset; and (ii) include interest from the date that the award is rendered until it is fully paid at a rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount allowed by law. Judgment upon the arbitral award may be entered into any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

7.2.5 Exceptions. Nothing in this Section will prevent Interactive from seeking interim injunctive relief against Consultant in the courts having jurisdiction over Consultant.

7.3 Legal Actions. This Section will only apply if Consultant's principal offices are within the United States. Consultant hereby consents to the personal jurisdiction and venue of the courts of the State of Indiana. Any legal or equitable claim of any nature that arising hereunder will be filed and maintained in the state or federal courts in the State of Indiana. The prevailing party in any claim arising under this Agreement will be entitled to recover its attorneys' fees and costs of litigation as that part of the litigation for which it prevailed.

7.4 Notices. All notices and consents will be in writing and will be sent pre-paid by first class mail or by overnight delivery to the address for the notified party identified above using a nationally recognized and reputable overnight courier. Such notices and consents will be deemed received five (5) business days after deposit if sent by mail and one (1) business day after deposit if sent by overnight courier. A party may change its address by written notice to the other party.

7.5 English Language. The parties each confirm that it is their wish that this Agreement as well as other documents relating hereto, including without limitation all notices, have been and will be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

7.6 Assignment. Consultant may not assign this Agreement by operation of law or otherwise without the prior written consent of Interactive. Any merger, consolidation or change of ownership of a controlling voting interest of Consultant will be considered to effect an assignment for purposes of this Section. Interactive may assign any of its rights or responsibilities under this Agreement in whole or in part effective immediately without notice to Consultant and Consultant consents to such assignment in advance. Any assignment other than as provided in this Section is void and of no force or effect.

7.7 Severability and Waiver. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be considered stricken from this Agreement, and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Neither party will, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other will not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

7.8 Independent Contractors. The parties to this Agreement are independent contractors and are not partners, joint ventures, agents, franchisor or franchisee or representatives of each other. Neither party will have the power to bind the other, nor will either party misstate or misrepresent its relationship hereunder. Interactive and its Master Distributors, Elite Partners and Premier Partners (collectively "Interactive Partners") are independent contractors and are not partners, joint ventures, agents, franchisor or franchisee, or legal representatives of each other. Neither Interactive nor Interactive Partners have the power to bind the other and Interactive hereby disclaims all responsibility or liability for any contracts entered into by

Interactive Partners, representations made by Interactive Partners, or any other acts performed, or failures to act, by Interactive Partners.

7.9 Authorizations, Headings and Remedies. All individuals executing this Agreement and any other documents on behalf of each party certify and warrant that they have the capacity to do so. The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement. When appropriate in this Agreement, references to the singular will be read to include the plural and vice versa. Unless otherwise expressly provided in this Agreement, remedies will be cumulative and the specification of a remedy will not preclude a party from pursuing other remedies available at law or equity.

7.10 Non-disparagement. Consultant will not disparage Interactive or any product or service offered by Interactive. Consultant will not engage in activities that might injure the goodwill of Interactive or its products or services. Consultant's failure to comply with the terms of this Section will entitle Interactive to immediately terminate this Agreement.

7.11 Entire Agreement. The parties hereto acknowledge that this Agreement and all documents referenced herein including terms, conditions and policies posted on the Consultant Portal, is the complete and exclusive statement of agreement concerning the subject matter hereof, and supersedes all prior understandings and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that is signed by both parties.