

**Innovation Technologies Worldwide
Technical Support and Software Assurance Program Agreement**

THIS TECHNICAL SUPPORT AND SOFTWARE ASSURANCE AGREEMENT (the “Support Agreement”) is provided by Innovation Technology Worldwide, Inc. (“ITW”) to existing ITW customers who purchase Technical Support Services pursuant to this Agreement.

AGREEMENT

1. Definitions.

(a) “End-User” means a current customer of ITW that has purchased the System that is receiving support from ITW under terms of this Support Agreement.

(b) “Hardware” means the physical computer hardware and components provided as a part of the System by ITW, apart from the Telephone System and any other components provided by a third party reseller or the End User itself.

(c) “Software” means the voicemail software licensed to End User by ITW as part of the System. Software does not include any third party software not provided by ITW or an authorized ITW Reseller as part of the System, or any software used by End User to connect to the Internet, network or server.

(d) “Support Services” shall mean the technical support services offered under this Support Agreement.

(e) “System” means the ITW Hardware and Software covered under this agreement.

(f) “Telephone System” shall mean the telephone cables, hardware, connections and telephone service and Private Branch Exchange (PBX).

2. Incorporation of End User Agreement. This Agreement is in addition to the terms and conditions of the End User License Agreement and does not alter or amend such terms. To the extent any terms and conditions of this Support Agreement conflict with the End User License Agreement, the End User License Agreement shall supersede and govern.

3. Eligibility for Support. To be eligible for Support Services under this Support Agreement, End User must be a current licensee of the System in good standing, the System must contain the most recent version of Software and the System must be installed in accordance with the specifications set forth in the ITW’s Installation and Integration Guides. Support Services are not available for (a) Software or Hardware that has been modified without the prior written approval of ITW; or (b) Software or Hardware purchased from a third party other than ITW or an ITW authorized reseller; or (c) Hardware or Software that has been out of warranty for over 90-days.

4. Term and Termination.

(a) Term. The term of this Support Agreement shall commence upon acceptance of this Support Agreement by ITW and End User's payment of the Support Services fee, and shall continue for a period of one (1) year (the "Initial Term"), unless the Support Agreement is terminated for cause. End User shall have the right to terminate this Support Agreement without cause during any Renewal Term by providing written notice to ITW not less than one month prior to the effective date of such termination.

(b) Termination for Cause. Either party may terminate this Support Agreement for cause if the other party: (i) fails to perform any material term or of this Support Agreement or the End-User Agreement and does not remedy the failure within thirty (30) days after receipt of written notice of such default, or (ii) becomes insolvent, files or has filed against them a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, or makes any other or similar agreements for the benefit of its creditors or takes any similar actions.

5. Payment Terms. The Support Services fee for the Initial Term, is due upon invoicing. ITW shall not have any obligation to provide Support Services under this Support Agreement until ITW has received the Support Services fees. Then current fees for subsequent Renewal Terms shall be billed thirty (30) days prior to the commencement of such Renewal Term.

6. Invoices, Taxes, And Delivery. All undisputed amounts on invoices and undisputed fees hereunder are payable by End User within thirty (30) days of ITW's invoice date. End User agrees and understands that the calculation and payment obligation for sales taxes and/or customs duties (if any), shall be the responsibility of End User.

7. Technical Support Services. ITW will remotely assist in determining if a System malfunction is the result of a fault in the Hardware, Software, Telephone System, administrative programming or other cause. If it is determined by ITW that the problem is the result of a faulty telephone system, administrative programming or cause other than the Hardware or Software, ITW support may recommend contacting the appropriate parties for a resolution.

8. Technical Telephone Support.

(a) Standard Technical Telephone Support. Non-emergency telephone technical support is provided from 8:00 AM to 5:00 PM Monday through Friday, Central time.

(b) Emergency Technical Telephone Support. Emergency telephone technical support is available twenty-fours hours a day, seven days a week.

9. Remote Support. All Support Services shall be provided remotely via telephone or email. In no event will ITW be required to provide physical on-site support.

10. PBX Programming; Telephone System. ITW technicians are knowledgeable in the programming and configuration of a variety of PBX systems and will generally be able to advise Reseller and End-User employees on the best way to program and configure the telephone switch System. In no event will ITW be responsible for providing actual telephone switch programming or support for End User's Telephone System.

11. Warranty Disclaimer; Limitation of Liability. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS SUPPORT AGREEMENT, THE SERVICES ARE PERFORMED AND ALL DELIVERABLES PROVIDED "AS IS" WITHOUT ANY ADDITIONAL WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, ITW EXPRESSLY EXCLUDES ALL OTHER EXPRESS AND IMPLIED TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES PROVIDED HEREUNDER ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR (i) ANY INDIRECT LOSS; (ii) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES; (iii) ANY DIRECT OR INDIRECT LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE SERVICES OR ANY DELIVERABLES, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ITW'S TOTAL LIABILITY TO END USER FOR DAMAGES UNDER THIS SUPPORT AGREEMENT SHALL NOT EXCEED 100% OF THE AMOUNT OF FEES PAID BY END USER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD.

12. Service Exclusions. In addition to those exclusions or limitations set forth in this Support Agreement, the following services are specifically excluded from the Support Services. In certain cases, ITW may be able to provide the following services at the request of the End User for an additional charge:

- (a) Support of the installation and repair of Hardware.
- (b) Replacement of Hardware that is no longer covered under warranty or an Extended Warranty. Customer may purchase an Extended Warranty separate from this Agreement.
- (c) Any work on the Customer's PBX or Telephone System.
- (d) Any services that, in the reasonable opinion of ITW are necessitated by the System (i) misused or used in a negligent manner, or (ii) used for purposes other than its intended use; or (iii) used outside the environmental range specified by ITW.

(e) Any service arising from the introduction of any computer viruses, worms, or spyware subsequent to shipment of the System by ITW.

(f) Any services arising from the introduction of any unauthorized third party software programs to the System.

(g) Any services arising from the unauthorized upgrade or change in the System operating system.

(h) Any problems caused to or affecting the System as a result of unusual external causes such as, but not limited to, power failure, power surges, air conditioning failure, humidity, accident, fire, flood, or Act of God.

(i) Installation, re-installation or moves of the System to a new location.