

Innovation Technologies Worldwide
Technical Support and Software Assurance Program Agreement

THIS TECHNICAL SUPPORT AND SOFTWARE ASSURANCE AGREEMENT (the "Support Agreement") is between the End User (as defined below) and Innovation Technologies Worldwide, Inc. ("Innovation").

AGREEMENT

1. Definitions.

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

(b) "Extended Warranty" means the warranty services provided by Innovation to the End User pursuant to the Extended System Warranty Agreement between Innovation and the End User.

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

(d) "Software" means the voicemail software licensed to End User by Innovation as part of the System. Software does not include any third party software not provided by Innovation or an authorized Innovation reseller as part of the System, or any software used by End User to connect to the Internet, network or server.

(e) "Support Services" shall mean the technical support services offered under this Support Agreement.

(f) "System" means the Innovation Hardware and Software covered under this Support Agreement.

(g) "Telephone System" shall mean the telephone cables, hardware, connections and telephone service and Private Branch Exchange (PBX).

2. Relationship to End User Agreement. This Support Agreement is separate from and in addition to the terms and conditions of the End User License Agreement and does not alter or amend such terms.

3. Eligibility for Support. To be eligible for Support Services under this Support Agreement, (a) End User must be a current licensee of the System in good standing, (b) the System must contain the most recent version of the Software and (c) the System must be installed in accordance with the specifications set forth in the Innovation's Installation and Integration Guides. Support Services are not available for (i) Software or Hardware that has been modified without the prior written approval of Innovation; or (ii) Software or Hardware

purchased from a third party other than Innovation or an Innovation authorized reseller; or (iii) Hardware or Software that has been out of warranty for over ninety (90) calendar days.

4. Term and Termination.

(a) Term. The term of this Support Agreement shall commence upon acceptance of this Support Agreement by Innovation 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. This Support Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term") provided that End User shall have the right to terminate this Support Agreement without cause during any Renewal Term by providing written notice to Innovation 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. Innovation shall not have any obligation to provide Support Services under this Support Agreement until Innovation 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 Innovation'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. Innovation 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 Innovation that the problem is the result of a faulty Telephone System, administrative programming or cause other than the Hardware or Software, End User may obtain technical support at Innovation's then current hourly rate.

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-four 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 Innovation be required to provide physical on-site support.

10. PBX Programming; Telephone System. Innovation technicians are knowledgeable in the programming and configuration of a variety of PBX systems and will generally be able to advise the Innovation reseller and End User employees on the best way to program and configure the telephone switch System. In no event will Innovation 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, INNOVATION 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 SUPPORT 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. INNOVATION'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, Innovation 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. An Innovation customer may purchase an Extended Warranty separate from this Support Agreement.

(c) Any work on the Customer's PBX or Telephone System.

(d) Any services that, in the reasonable opinion of Innovation 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 Innovation.

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

(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.

13. Assignment. The End User shall not assign this Support Agreement or any of End User's other rights or obligations hereunder without the prior written consent of Innovation.

14. Miscellaneous. The parties acknowledge that Innovation shall perform its obligations under this Support Agreement as an independent contractor. This Support Agreement shall not create a joint venture, partnership or principal and agent relationship between the parties. This Support Agreement may not be modified, amended or supplemented except by mutual written agreement of Innovation and the End User. Either party may waive in writing any term or condition contained in this Support Agreement and intended to be for its benefit; provided, however, that no waiver by a party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition. This Support Agreement represents the entire agreement of the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of this Support Agreement except by mutual, written consent of Innovation and the End User. The provisions contained in this Support Agreement are severable. If any provision of this Support Agreement is determined for any reason to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of the remaining provisions, and the rights and obligations of the parties shall be construed and enforced as though this Support Agreement did not contain such invalid, illegal or unenforceable provision. This Support Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and the Federal laws of the United States without reference to any rule or provision thereof which would cause the application of the law of any other jurisdiction. Section headings are solely for the convenience of the reader and are not intended for interpretation or construction of this Support Agreement.