



Dial-Up Access and Confidentiality Agreement

This Dial-Up Access and Confidentiality Agreement ("Agreement") is effective between COMP-Connection, Inc. and the Company identified below as of the Effective Date defined below. COMP-Connection, Inc. and Company desire that they establish computer dial-up access access between them, to facilitate COMP-Connection, Inc. support of Company. The parties agree as follow:

1. Access.

"Access" is defined as realtime, on-line, dial-up communication between computer hardware and/or software systems ("Systems") of the parties, in and for single and multiple instances, for communication of Confidential Information and remote use by COMP-Connection, Inc. of Companys Systems. Access shall be solely to the extent necessary to facilitate COMP-Connection, Inc. provision of extraordinary service to Company, which may include communication of software modifications, including in furtherance of any existing support agreements under which COMP-Connection, Inc. ordinarily may provide such services to Company directly or indirectly ("Contracts" or, singularly, "Contract").

Company shall have the option of limiting COMP-Connection, Inc. Access to a single site if so indicated below. If not limited below, COMP-Connection, Inc. shall have Access to all Company sites for the purpose of facilitating COMP-Connection, Inc. support of Company. By checking either box below, Company hereby limits Access to the following sites:

Description:

Sites described in Exhibit A attached hereto.

Immediately upon Company's communication to COMP-Connection, Inc. of an executed version of this Agreement, or a true copy thereof, the parties shall establish Access. COMP-Connection, Inc. will take reasonable steps to caution Company of any predictable disturbances to Company's Systems or their contents. Nothing in this Agreement may be construed to after the existing obligations of the parties under any Contract, including without limitation any obligation of COMP-Connection, Inc. to address or resolve any problem with its software product(s).

2. Confidential Information.

"Confidential Information" means any object code, source code, data, and/or other technology or information communicated by either party; as discloser ("Discloser") to the other parry as recipient ("Recipient") in furtherance of this Agreement. The Recipient of any Confidential Information of the Discloser hereby acknowledges the Discloser's claim of intellectual and/or proprietary rights to its Confidential Information. Each parties activities related to Access, and use or disclosure of the Discloser's Confidential Information, will be solely: (i) among its employees, agents, and/or contractors authorized by such part), and bound by confidentiality agreements substantially similar to this Agreement; and (ii) limited to activities immediately in furtherance of COMP-Connection, Inc.'s support of Company. Recipient will promptly inform Discloser of any improper access or breach of Recipient's security procedures, and reasonably cooperate in protecting the interests of Discloser related hereto.

"Confidential Information" shall not include information which is: (i) previously and rightfully owned by Recipient; (ii) in the public domain other than by unauthorized acts of Recipient; (iii) rightfully disclosed to Recipient by a third party without obligation of confidentiality; or (iv) developed independently under the direction of Recipient. Recipient shall give prompt notice to the Discloser regarding any disclosure by Recipient of Confidential Information which is mandated at law or in equity, to afford Discloser an opportunity to legally intercede. Nothing in this Agreement may be construed to affect the intellectual and proprietary rights of each of the parties in and to their respective Confidential Information, including as modified. No grant, ownership, license, or right other than as specified herein is transferred hereby. Reverse engineering, decompilation or other source code derivation of any Confidential Information are specifically prohibited. All Confidential Information is provided "as is" with no express or implied condition or warranty whatsoever, including without limitation any condition or warranty of merchantability or fitness for a particular purpose.



3. Limitation of Liability

COMP-CONNECTION, INC. LIABILITY ARISING UNDER THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY INCLUDING WITHOUT LIMITATION CONTRACT, STRICT LIABILITY, OR NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE RELATED SUPPORT FEE; AND, SPECIFICALLY, IN NO EVENT WILL COMP-CONNECTION, INC. BE LIABLE FOR LOST PROFITS OR DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, EVEN IF ADVISED OF THE PROSPECT OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED HEREIN.

4. Entire Agreement

This Agreement is the complete and exclusive statement of the parties to this Agreement on these specific subjects, and supersedes all prior written or oral proposals and understandings relating thereto. In the event of any conflict between any Contract and this Agreement specifically on the subjects hereof, this Agreement shall control. This Agreement may only be modified by a writing signed by an officer of the party to be bound. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, the remainder of the Agreement will continue in full force and effect. Insofar as legally possible, the offending provision shall be interpreted so as to give effect to its stated intent.

5. Governance and Enforcement

This Agreement is governed by the laws of the State of California without giving effect to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any action against COMP-Connection, Inc. shall be brought in the appropriate federal, state or local courts in the State of California.

6. Term

This Agreement shall be effective as of the earlier of. (i) execution by COMP-Connection, Inc.: and (ii) activation of Access by Company ("Effective Date"), and shall remain in effect until terminated by either party immediately upon written notice to the other party with or without cause; provided that all provisions of this Agreement other than Section I shall survive its termination. Within ten days after termination of this Agreement, Recipient shall return all originals of any Confidential Information of the Discloser which has been fixed in any tangible means of expression, and any copies thereof.

COMPANY ("Company"):

COMP-Connection, Inc. ("COMP-Connection")

Printed Business Name of Company

Authorized Signature in Behalf of COMP-Connection, Inc Date

Address

Rui E. Toste, President
Printed Name and Title of COMP-Connection, Inc. Authorized Signatory

City, State, Zip Telephone Number

Authorized Signature in Behalf of Company Date

Printed Name and Title of Company's Authorized Signatory