

INTEROPERABILITY TESTING AND MARKETING AGREEMENT

THIS INTEROPERABILITY TESTING AND MARKETING AGREEMENT ("Agreement") is entered into effective as of _____, 1999, by and between _____, a corporation having a principal place of business at _____ ("Our Corporation"), and _____ a _____ corporation having a principal place of business at _____ ("Company").

- A. WHEREAS, Our Corporation and Company are mutually interested in facilitating the rapid deployment of Voice over Packet technologies and applications
- B. WHEREAS, Our Corporation has developed certain XXX Products ("Our Corporation Products"); and
- C. WHEREAS, Company wishes to develop and test Company's _____ ("Company Products") for interoperability with Our Corporation Products; and
- D. WHEREAS, Our Corporation and Company desire to explore joint marketing efforts for their respective products
- E. WHEREAS, Our Corporation and Company agree to pursue this interoperability and marketing agreement on a non-exclusive basis

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1.0 INTEROPERABILITY TESTING.

1.1 Information Exchange. Company and Our Corporation agree to disclose to one another information that will facilitate the integration of Our Corporation products and Company products to be integrated. Examples of information that will be disclosed to one another are:

- (a) Product specifications
- (b) Application Interface Specifications
- (c) Listings of recommended tools needed for development and testing

All information exchanged through this agreement will be treated by the parties as Confidential Information subject to the Non-Disclosure agreement attached hereto as Exhibit A.

1.2 Test Tool Development. Our Corporation has intention to develop and or supply interoperability test equipment that specifies the test, measures, and forms of test result reports required to test the interoperability of Our Corporation Products and Company Products. These test tools shall be shared with Company to use during interoperability testing as deemed necessary.

1.3 Testing Process. Company agrees to use the information and test tools provided by Our Corporation to demonstrate interoperability of Company products with Our Corporation products. During the testing process, Our Corporation will use reasonable effort to provide to

Company support to facilitate interoperability testing as required by the specific customer opportunity.

1.4 Test Results. Upon successful completion of the interoperability testing, Company will provide to Our Corporation test results that demonstrate successful integration and interoperability of Company Products and Our Corporation Products.

1.5 Retesting. If Company seek to re-test products whenever a significant functional change that may affect interoperability is made to a test product, Our Corporation will use reasonable efforts to support this effort as deemed necessary. Our Corporation and Company will use reasonable efforts to disclose all information required to detail the changes made within the products, and revisions to the testing tools and configurations required.

1.6 Confidentiality and Use. All test data, procedures and results will be treated by the parties as Confidential Information subject to the Non-Disclosure Agreement attached hereto as Exhibit A, provided however, that test results confirming interoperability may be disclosed to third parties in order to provide favorable publicity to Our Corporation and Company. The sole purpose and use of the test data, procedures, and results will be for the parties to assess and verify interoperability.

1.7 Software License. The parties grant to each other a limited, non-transferable, non-royalty bearing license to use its respective software necessary for the interoperability testing for the sole purpose of conducting such testing. Upon the conclusion of the testing, all software, including any documentation, provided by either party will be returned to the party that provided the software.

2.0 WARRANTY.

ALL TECHNICAL INFORMATION, HARDWARE, SOFTWARE AND CONFIDENTIAL INFORMATION PROVIDED BY EITHER PARTY TO THE OTHER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

3.0 CONFIDENTIAL INFORMATION.

The parties' exchange and use of Confidential Information in the course of performance of this Agreement shall be governed by the Non-Disclosure Agreement attached hereto as Exhibit A.

4.0 EXPENSES.

The parties agree that each shall bear their own expenses in connection with the test to be performed hereunder.

5.0 MARKETING ACTIVITIES.

5.1 Upon successful demonstration of interoperability, Our Corporation and Company may choose to engage in activities to jointly market the integrated voice solutions.

5.2 At Our Corporation's request, Company shall provide documentation and collateral to Our Corporation for posting on their internal sales site, subject to the confidentiality provisions in Section 4. Such documentation and collateral may include detailed architecture plans and technical data, specifications for provisioning, RFP boilerplates, sales contacts and sample deployments.

5.3 At Our Corporation's request, Company will provide solutions training to Our Corporation major account Sales and Sales Engineers in the Executive Briefing Center at Company's discretion and expense in order to disseminate information about the Company's voice solutions.

5.4 The Company shall use reasonable efforts to inform Our Corporation personnel when sales opportunity relates to the interoperability solution.

5.5 Each party shall obtain the other party's written consent prior to any publication, presentation, public announcement or press release concerning the existence or terms and conditions of this Agreement and details regarding the interoperability solution. Any press releases or any media released by Company mentioning Our Corporation and Company is to be pre-approved in writing by Our Corporation's Public Relations and Product Management as set forth in Exhibit B. The parties shall have the right to disclose the existence of this Agreement to its customers, only within the context of interoperability solution outlined in Exhibit C of this Agreement.

5.6 Our Corporation Product Management and Public Relations Contacts, per Exhibit B, are to be given prior notice of press articles or other media items of which the Company is aware that are related to this agreement and the technologies specified in Exhibit D.

6.0 CUSTOMER SUPPORT.

6.1 Our Corporation and Company will each be solely responsible for providing customer support for their own products. Neither party shall have an obligation or responsibility to provide technical support for the other's products.

6.2 Each party will provide to the other the name and phone number of the appropriate support contacts at that party for customer support and for problem escalation in Exhibit C attached hereto.

6.3 Each party will provide to the other access to on-line product support information for its products, including, when available, a list of known problems.

6.4 Our Corporation provides 24x7 customer support. Upon Our Corporation's request, Company will provide continuous 24x7 pager support.

6.5 Company agrees to expedite the fix of any bug affecting the interoperability of its product with Our Corporation products or networks.

6.6 Customers will be instructed to call Company representatives for troubleshooting of interoperating applications prior to contacting Our Corporation technical support. In the event that the Company determines the support issue to be a Our Corporation networking problem, Company will forward the customer support issue to the appropriate Our Corporation technical support staff or escalate the issue internally between Our Corporation and Company via the contact specified in Exhibit B.

7.0 TERM AND TERMINATION.

7.1 This Agreement may be terminated for convenience by either party at any time upon thirty (30) days written notice to the other party. (For certain partners that we feel are very important, we may ask for mutual post support termination. We have to consider if we want to support that partner even after we terminated the agreement)

7.2 The rights and obligations of the parties contained in Sections 2.3, 3, 4, 5, 6, 7.4, 9, and 10 shall survive any expiration or termination of this Agreement.

8.0 LIMITATION OF LIABILITY.

8.1 EXCEPT FOR BREACH OF THE SCOPE OF THE LICENSE GRANT, VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS OF A PARTY, OR BREACH OF A PARTY'S CONFIDENTIAL OBLIGATIONS HEREUNDER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

8.2 EXCEPT FOR BREACH OF THE SCOPE OF THE LICENSE GRANT, VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS OF A PARTY, OR BREACH OF A PARTY'S CONFIDENTIAL OBLIGATIONS HEREUNDER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR DAMAGES HEREUNDER EXCEED A TOTAL OF THIRTY THOUSAND DOLLARS (\$30,000).

9.0 GENERAL TERMS AND CONDITIONS.

9.1 Assignment. Neither party may assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of the other party. A change of control or reorganization of either party pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon occurrence of any prohibited assignment.

9.2 Relationship of Parties. The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

9.3 Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be delivered to the persons identified, and at the addresses specified, in Exhibit C attached hereto.

9.4 Governing Law. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States, without regard to the conflicts of laws provisions thereof.

9.5 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

9.6 Entire Agreement. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No modification or attempted modification of this Agreement shall be effective unless agreed to in writing by both Our Corporation and Company.

OUR CORPORATION SYSTEMS, INC. _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

TABLE OF EXHIBITS

EXHIBIT A Mutual Non-Disclosure Agreement

EXHIBIT B Our Corporation and Company Contact Sheet

EXHIBIT C Description of Technology Platforms and Interoperability Criteria

EXHIBIT D Our Corporation Equipment Loan Agreement

(Switch the ordering of the 2 exhibits because the Loan Agreement is optional and upon Our Corporation's discretion).

EXHIBIT A

OUR CORPORATION SYSTEMS, INC. MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into as of the date last written below between Our Corporation Systems, Inc. a California corporation having its principal place of business at _____ (and its wholly owned subsidiaries), (“Our Corporation”) and _____, a _____ corporation having its principal place of business at _____.

In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, the parties to this Agreement agree as follows:

1.0 **DEFINITION.** “Confidential Information” means the terms and conditions of this Agreement, the existence of the discussions between the parties, the information described in Section 2 below, and any other information concerning the Purpose defined below, including but not limited to, information regarding each party’s product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, know-how and pre-release products; provided that information disclosed by the disclosing party (“Disclosing Party”) in written or other tangible form will be considered Confidential Information by the receiving party (“Receiving Party”) only if such information is conspicuously designated as “Confidential,” “Proprietary” or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.

2.0 **DESCRIPTION.** The Confidential Information to be disclosed under this Agreement is described as follows:

Our Corporation: All software and/or hardware products and technical information relating to software and/or hardware products furnished to Company for interoperability testing and all test data, procedures and results of interoperability testing, except for test results establishing interoperability.

Company: All software and all technical information relating to software furnished to Our Corporation for interoperability testing and test data, procedures, results of interoperability testing, except for test results establishing interoperability.

3.0 PURPOSE. The Receiving Party may use the Confidential Information solely for the purpose of (“Purpose”):

Our Corporation: Verifying interoperability

Company: Verifying interoperability

4.0 DISCLOSURE. The Receiving Party shall not disclose the Confidential Information to any third party other than employees and contractors of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

5.0 EXCEPTIONS TO CONFIDENTIAL INFORMATION. The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; and (vi) is transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Confidential Information. Further, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

6.0 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand; and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7.0 INDEPENDENT DEVELOPMENT AND RESIDUALS. The terms of confidentiality under this Agreement shall not be construed to limit either party’s right to develop independently or acquire products without use of the other party’s Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Further, subject to Section 8, the residuals resulting from access to or work with such Confidential Information

shall not be subject to the confidentiality obligations contained in this Agreement. The term “residuals” means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

8.0 NO LICENSES. Each party shall retain all right, title and interest to such party’s Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the disclosure of Confidential Information.

9.0 DISCLAIMER. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS (and is subject to change). IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

10.0 EXPORT. The parties acknowledge that the Confidential Information disclosed by each of them under this Agreement may be subject to export controls under the laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required United States authorizations or licenses.

11.0 TERM. This Agreement shall continue from the date last written below until terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of the Receiving Party concerning confidentiality shall terminate five (5) years following receipt of the Confidential Information.

12.0 GENERAL. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information.

The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party.

The parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

This Agreement may be modified only by a writing signed by both parties.

This Agreement shall be construed in accordance with the laws of the State of California.

This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

OUR CORPORATION SYSTEMS, INC.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT B

CONTACT AND NOTICE INFORMATION

Both parties will make reasonable efforts to notify each other of changes to the contact information.

CUSTOMER SUPPORT CONTACT:

OUR CORPORATION

phone: _____
fax: _____
email: _____

COMPANY

phone: _____
fax: _____
email: _____

PUBLIC RELATIONS CONTACT:

OUR CORPORATION

phone: _____
fax: _____
email: _____

COMPANY

phone: _____
fax: _____
email: _____

PROBLEM ESCALATION CONTACT:

OUR CORPORATION

phone: _____
fax: _____
email: _____

COMPANY

phone: _____
fax: _____
email: _____

PRODUCT MANAGEMENT CONTACT:

OUR CORPORATION

COMPANY

phone: _____
fax: _____
email: _____

BUSINESS DEVELOPMENT:

OUR CORPORATION

phone: _____
fax: _____
email: _____

phone: _____
fax: _____
email: _____

COMPANY

phone: _____
fax: _____
email: _____

EXHIBIT C

OUR CORPORATION SYSTEMS, INC. EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement (the “Agreement”) is entered into as of _____ by and between Our Corporation Systems, Inc., a California corporation, having principal offices at _____ (“Our Corporation”) and _____, a _____ corporation, having principal offices at _____ (“Borrower”).

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1.0 SCOPE. This Agreement sets forth the terms and conditions for Our Corporation loaning to Borrower the Equipment, as further described in Exhibit A. The time period for loaning the Equipment shall commence on the day the Equipment is shipped by Our Corporation and shall continue for a mutually agreed upon period specified in Exhibit A. This transaction between the parties does not constitute a sale of the Equipment.

2.0 WARRANTY. THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.0 BORROWER’S OBLIGATIONS.

3.1 All Equipment furnished to Borrower by Our Corporation shall (i) be clearly marked or tagged as the property of Our Corporation; (ii) be and remain personal property; (iii) subject to inspection by Our Corporation at any time; (iv) be kept free of liens and encumbrances; and (v) will not be modified in any manner by Borrower.

3.2 Our Corporation shall retain all right, title and interest in the Equipment, and Borrower shall treat and maintain the Equipment with the same degree of care as Borrower uses with respect to its own valuable equipment, but in no event less than a reasonable degree of care for equipment of a similar kind and importance. Borrower shall bear all risk of loss or damage to the Equipment until it is returned to Our Corporation.

3.3 Upon Our Corporation’s request, Borrower shall return and deliver all Equipment to Our Corporation in good condition, normal wear and tear excepted, without cost to Our Corporation. Borrower waives any legal or equitable right it may have to withhold the Equipment, and Borrower shall execute all documents, or instruments evidencing Our Corporation’s ownership of the Equipment as Our Corporation may from time to time request.

3.4 Borrower shall not copy, in whole or in part, the software or documentation; modify the software, reverse compile or reverse assemble all or any portion of the software; or rent, lease, distribute, sell, or create derivative works of the software.

3.5 Borrower agrees that all use of the Equipment will be in accordance with the provisions of the software license supplied with the Equipment and in accordance with all applicable United States laws.

4.0 REDELIVERY; PURCHASE. Within five (5) days of the expiration or termination of this Agreement, Borrower shall promptly return the Equipment to Our Corporation. Upon Our Corporation's option, Borrower may purchase the Equipment. In the event Borrower purchases the Equipment, Borrower shall purchase the Equipment for a mutually negotiated purchase price. If Borrower returns the Equipment, Borrower shall (i) redeliver the Equipment in the same condition as when it was first delivered to Borrower, except for reasonable wear and tear, (ii) ship the Equipment FOB Our Corporation's designated site, (iii) insure the Equipment for the full list price of the Equipment, (iv) be responsible for all freight and handling charges, and (v) bear the risk of loss until delivery of the Equipment to Our Corporation. If Borrower fails to redeliver the Equipment pursuant to this Section 4, Borrower shall be invoiced for the full list price of the Equipment.

5.0 INDEMNIFICATION. Borrower shall defend any proceedings or actions brought by a third party against Our Corporation to the extent based on a claim that the use by Borrower of the Equipment supplied hereunder caused bodily injury, death or property damage. Borrower agrees to indemnify and hold harmless Our Corporation for any damages awarded to third parties as a result of such claims.

6.0 TERM AND TERMINATION. This Agreement shall commence as of the date first written above and continue for the period set forth in Exhibit A, unless earlier terminated. Either party may terminate this Agreement for its convenience by providing five (5) days written notice to the other party. In the event of a termination or expiration of this Agreement, Borrower shall redeliver or purchase the Equipment pursuant to Section 4 above.

7.0 CONFIDENTIAL INFORMATION. In connection with borrowing the Equipment, Borrower may receive proprietary Our Corporation Information. Borrower shall hold confidential and shall not use or permit others to use any proprietary information identified as such in writing or orally by Our Corporation or information which Borrower knows or has reason to know is confidential, proprietary or trade secret information of Our Corporation.

8.0 FORCE MAJEURE. Our Corporation shall not be liable for any delay or failure in performance whatsoever due to Acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, and similar occurrences. The obligations and rights of Our Corporation shall be extended on a day-to-day basis for a period of time equivalent to the period of the delay.

9.0 LIMITATION OF LIABILITY. IN NO EVENT SHALL OUR CORPORATION OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF USE, LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF OUR CORPORATION OR ITS SUPPLIERS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF OUR CORPORATION AND ITS SUPPLIERS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TEN THOUSAND DOLLARS (\$10,000).

10.0 GENERAL.

10.1 Choice of Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

10.2 Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by facsimile confirmed by first class mail (registered or certified), to the other party. Notices will be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight mail, or (iii) the same day if sent by facsimile and confirmed as set forth above. A copy of any notice shall be sent to the contacts and addresses set forth in Exhibit A.

10.3 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

10.4 Assignment. This Agreement shall not be assigned or otherwise transferred by Borrower without the prior written consent of the other party. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

10.5 Severability. In the event that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

10.6 Attorneys' Fees. In the event of a breach of this Agreement, the breaching party shall pay to the other party any reasonable attorneys' fees and other costs and expenses incurred by the non-breaching party in connection with the enforcement of any provisions of this Agreement.

10.7 No Agency. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

10.8 Export Laws. Borrower agrees to comply with all applicable export laws and regulations of the United States.

10.9 Survival. Sections 2, 3, 7, 9, 10 and 11 shall survive termination of this Agreement.

10.10 Entire Agreement. This Agreement is the entire agreement between the parties hereto concerning the subject matter hereof and replaces any prior oral or written communications between the parties. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed as of the date first written above.

OUR CORPORATION SYSTEMS, INC.

"Borrower"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

1. Equipment. Description [Model, Serial Number]:

2. Purpose. This Equipment is being loaned to Borrower for the following purposes:

3. Term of the Agreement:

_____ () months

4. BORROWER CONTACT:

Attn: _____

FAX () _____

5. OUR CORPORATION CONTACT:

Attn: _____

FAX () _____

Phone Number () _____

Phone Number () _____

EXHIBIT D

Description of Technology Platforms and Interoperability Criteria