

TECHNOLOGY ALIGNMENT, INC.

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Reseller Agreement for Protelity Hosted PBX

This Protelity, a division of Technology Alignment, Inc., Agent Value-Added Reseller Agreement (the "Agreement") is made and entered into by and between Technology Alignment, Inc., an Idaho Corporation having a business office and address at 1109 14th Street South, Nampa, ID 83651 doing business as "Technology Alignment, Inc." ("Company") and the following company: _____ as the Technology Alignment, Inc. Agent for Protelity Value-Added Reseller ("Agent VAR") having its principal place of business at: _____ Company owns and/or operates systems to provide hosted PBX Solutions ("Services") and products to its subscribers ("Products").

Company and Agent VAR desire to enter into a non-exclusive agreement whereby Agent VAR will market, promote and refer Technology Alignment, Inc. Services and Products to potential customers under the terms and conditions set forth in this Agreement.

Therefore, in consideration of the promises and the mutual covenants between them, the parties agree as follows:

AGENT VAR PROGRAM. Subject to the terms and conditions of this Agreement, Company retains Agent VAR as a non-exclusive, independent marketer and promoter of Services and Products without limitations of geography, markets, or types of clients to which Agent VAR desires to market. Company may offer Services and Products nationwide either directly to customers or potential customers, or through other Agent VARs or Technology Alignment, Inc. Value-Added Resellers ("Technology Alignment, Inc. VARs,") sales representatives, promoters or marketers, or any combination thereof. Agent VAR agrees to use its best efforts to market and promote the Services and Products of Company. Agent VAR shall refer "Agent VAR Customers" (as described below) interested in Company's Products and Services directly to Company in consideration for a Agent VAR commission (as described below) for each Agent VAR Customer referred by Agent VAR, provided, however, that all Services and Products to be provided to Agent VAR Customers shall be subject to acceptance and rejection by Company in its sole discretion. Company reserves the right to amend its Services and Products at any time and from time to time. Agent VAR shall have no right, power or authority to represent that Services and Products may be obtained on terms and conditions different than those currently offered by Company (and any modifications thereto) or to grant any discount or make any adjustment to any rate for the Services or Products. Company shall have no obligation or liability in connection with any services or equipment not purchased through Company, or for any abuse or misuse of any equipment by any party other than Company. Referral for Company's Services and Products may be submitted via facsimile or by electronic data entry, or in care of their designated representative at the Company.

For the purpose of this Agreement, "Agent VAR Customer" shall mean customers purchasing Services and Products from Company through this Agent VAR program and forwarded by Agent VAR or, if the customer orders directly from Company through Company's web site, any customer who specifies Agent VAR as referring such customer to Company. Company agrees to pay Agent VAR commission to Agent VAR on referred customers to Company for Services and/or Products provided by Company.

Company may make available a reasonable amount of pricing brochures, sales literature, and such other materials (collectively, the "Sales Literature") as may be necessary, proper, or convenient in the Company's sole judgment to assist Agent VAR under this Agreement. Company will use commercially reasonable efforts to keep Agent VAR informed of new Products and Services via periodic product updates. Company may from time to time offer general educational seminars for both new and authorized Agent VAR's, but is under no obligation to do so.

TERM. Subject to the terms and conditions set forth herein, this Agreement shall have a term of three (3) years beginning on the Effective Date, and shall automatically renew on a month-to-month basis unless otherwise canceled by either party as set forth below.

Company or Agent VAR may terminate this Agreement for any reason upon 30 days prior written notice to the other, in which case this Agreement shall terminate on the last day of the month immediately following the 30th day of such notice. In addition, this Agreement may be terminated immediately by Company, in its sole discretion, through written notice under any of the following conditions: (1) Agent VAR's cessation of business, election to dissolve, dissolution, insolvency, failure in business, commission of an act of bankruptcy, receivership, general assignment for the benefit of creditors, or filing, voluntary or involuntary, any petition in bankruptcy or relief under the provisions of the bankruptcy laws, or a receiver, or a liquidator or trustee is appointed with respect to any part of Agent VAR's assets; (2) Agent VAR breaches any of the provisions of this Agreement and fails to remedy such breach within (30) days after written notification by Company or Company is not satisfied that Agent VAR's breach has been fully cured or remedied; (3) Agent VAR or any of its key executive officers is convicted of a crime which could adversely affect, in the Company's sole discretion, the goodwill of Company; (4) Agent VAR breaches the provisions in this Agreement under "Trademarks" or any confidentiality agreements with Company; or (5) Agent VAR makes a material misrepresentation to Company, its customers or any potential customer concerning Company's Products or Services. Neither party shall have any liability to the other for any claims arising out of a termination of this Agreement, including without limitation, for compensation, reimbursement or damages for the loss of profits, sales or goodwill. In the event that Company terminates this Agreement, Company will pay Agent VAR commissions to Agent VAR on all orders that became "live" service for the period prior to such termination.

COMMISSIONS. Compensation only applies to sales of Company's products or services, which come about and are a direct result of Agent's efforts. Company agrees to compensate Agent as defined in Schedule A attached hereto. Agent agrees that if it receives commissions for any product or service that is subsequently determined to be fraudulent or otherwise uncollectible, then the amount paid to Agent for said products or services shall be deducted from subsequent commissions.

All Agent VAR commissions shall cease (unless already earned) upon termination of this Agreement: (i) if this Agreement is terminated by Company for any reason, (ii) if this Agreement is terminated by VAR for any reason, or (iii) upon expiration of this Agreement as set forth herein.

BEST EFFORTS. Agent shall submit orders for such specified products or services in writing or by any other manner as prescribed by Company. It is understood and agreed that no order submitted by Agent is effective or binding upon Company unless approved and accepted by Company, which may reject any order or portion thereof; however approval and acceptance shall not be unreasonably withheld. Company shall use its best efforts as it deems appropriate to provide approved products or services promptly, but Company shall in no way be held liable for any actual, special, incidental, consequential or punitive damages for any delay in providing such products and services, however caused. Company at its sole discretion, shall have the right to terminate services or products to any or all Agent customers or locations, without notice, for fraud, violation of applicable international, federal, state, or local laws or regulations of any Regulatory Authority.

TRADEMARKS. Subject to the terms and conditions of this Agreement, Company grants Agent VAR a non-exclusive, non-transferable, royalty-free, and restricted license to use Company's registered and unregistered trademarks and service marks and Company's trade name (collectively, the "Company's Trademarks"), to the extent necessary in the Company's judgment for Agent VAR to perform its duties under this Agreement. Agent VAR acknowledges that the Company's Trademarks and the goodwill related thereto are the exclusive and sole property of Company and agrees that it will not contest the ownership or validity of the Company's Trademarks. Agent VAR agrees that any and all goodwill arising from its use of the Company's Trademarks shall inure solely to the benefit of Company. Agent VAR agrees to cease use of any of the Company's Trademarks, immediately upon receipt of written request from Company. Agent VAR agrees not to use or register in any country and trademarks, service marks, trade names, or other designations resembling or confusingly similar to the Company's Trademarks.

Agent VAR agrees that all uses of the Company's Trademarks shall be under the control of Company, which shall also control the nature and quality of all goods and services provided or advertised in connection with the Company's Trademarks. When requested, Agent VAR agrees to furnish, at no charge, to Company, samples of advertising, promotional, and any other materials that may permit Company to determine whether Agent VAR's use of the Company's Trademarks meets the standards, specifications, and directions approved by Company. If, at any time, the advertising, promotional, or other materials bearing the Company's Trademarks shall fail to conform to Company's standards, specifications, and directions, Agent VAR shall promptly remove the Company's Trademarks from the promotional, advertising or other materials, and cease using the same. Agent VAR agrees to indemnify,

defend, and hold harmless Company against any and all damages, losses, claims, suits, or other expenses whatsoever arising out of (1) Agent VAR's promotion, advertising, or use of goods and services under the Company's Trademarks and (2) any use of the Company's Trademarks inconsistent with this Agreement, including Company's attorney's fees and costs incurred in defense of any action against Company arising from any actions of Agent VAR.

RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION. Upon the termination or expiration of this Agreement, the parties hereto agree that Agent VAR shall immediately cease using and shall deliver (or return, as applicable) to Company, without retaining copies: (a) any unused sales literature of Company; (b) all lists of subscribers, books, records and other information supplied to, developed or maintained by Agent VAR pertaining to Company's customers or prospective customers of Company, and otherwise pursuant to its exercise of its rights and performance of its obligations under this Agreement; and (c) all forms, directives, policy manuals and other written information and materials supplied to it by Company pursuant to this Agreement or which contain Company's trademarks or service marks. Furthermore, Agent VAR shall immediately cease to identify itself as a Agent VAR for, or other representative of, Company.

LIMITATION of LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE TO AGENT VAR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER MONETARY LOSS INCURRED BY AGENT VAR, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY) ARISING OUT OF OR CONNECTED WITH THE USE OR SALE OF COMPANY'S SERVICES AND PRODUCTS, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO AGENT VAR FOR MORE THAN THE TOTAL AMOUNT PAID TO THE AGENT VAR UNDER THIS AGREEMENT PRIOR TO A CLAIM OF DAMAGES.

INDEPENDENT CONTRACTOR RELATIONSHIP. With respect to all matters relating to this Agreement, Agent VAR shall be deemed to be an independent contractor, shall bear its own expenses in connection with this Agreement and shall have no express or implied right or authority to assume or create any obligation on behalf of Company. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee, franchiser and franchisee, Agent and servant, principal and agent, dealership, partnership or joint venture between Company and Agent VAR. Agent VAR shall not represent itself or its organization as having any relationship to Company other than that which is described in this Agreement. Agent VAR shall not have, nor shall it hold itself out as having, the power to make contracts in the name of or binding on, nor shall it have the power to pledge credit or extend credit in the name of Company. Company reserves the right but not the obligation to withhold applicable state and federal taxes from the Agent VAR commissions if required by law to do so.

MISCELLANEOUS

Force Majeure. Neither party shall be responsible for any failure to perform any non-monetary obligation hereunder because of any (i) act of God, (ii) war, riot or civil commotion, (iii) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages or failures, or (iv) other similar force beyond such party's reasonable control.

Indemnification. Without limiting any other provision herein, each party shall indemnify, defend and hold the other party, its representatives, dealers, agents and assignees harmless against any liability for any claims arising out of its performance or non-performance or its employees or agents of its or their duties or the exercise of its or their rights pursuant to this Agreement or any other act or omission that results in any Claim against the other party, its Agent VARs, employees or agents. For purposes of this indemnification, "Claims" means and includes all obligations, such as taxes in connection with business conducted or referrals or sales made by Agent VAR, actual and consequential damages, unless otherwise provided herein, and out-of-pocket costs reasonably incurred in the defense of any claim, such as accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses. Each party shall have the right to defend any such claim against it. This indemnity shall continue in effect even after, and notwithstanding, this Agreement's expiration or termination.

Amendment. Company reserves the right, in its sole discretion to alter, amend or change this Agreement upon 30 days' written notice to Agent VAR.

Applicable Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed in accordance with the laws of the State Idaho.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof.

Waiver. The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

Assignment. This Agreement may be freely assigned by Company to any successor of it or to any other firm or entity capable of performing its obligations hereunder. Neither this Agreement, nor any right or obligation of Agent VAR shall be transferred, assigned or encumbered (including by operation of law) by Agent VAR without Company's prior written consent. This consent will not be unreasonably withheld provided that the proposed transferee meets with the Company's approval and provided it agrees to execute the Company's then current form of this Agreement. Any purported transfer, assignment or encumbrance without such consent shall be void. Subject to the restrictions against assignment herein provided, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Notice. Any notice or other written communication required or permitted to be given by this Agreement shall be deemed given when personally delivered or three (3) business days after it has been mailed, and shall be delivered by personal delivery, by certified mail, or by reliable overnight carrier, and shall be addressed to the addresses listed below or such subsequent address as notified pursuant to this section.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date. **Agent VAR**

Name: _____

Title: _____

Signature: _____

Date: _____

Technology Alignment, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

Effective Date of Agreement:

Date of Agreement Expiration:

SCHEDULE A

This Commission Plan will be in effect for all "live" services that occur on or after October 9, 2009 or the Effective Date, which ever is the later date. Company may change this Commission Plan at any time, in whole or in part via email.

Technology Alignment, Inc. Value-Added Reseller ("Agent VAR") shall be eligible to receive commissions based on completed orders submitted by Agent VAR. For completed orders submitted by Agent VAR, Agent VAR will receive Agent VAR Service Revenue Commissions.

The Company shall pay Service Revenue Commissions on all services that are obtained by Agent VAR in accordance with the terms and conditions of the Agent VAR Agreement, of which this Addendum 1.1 is a part.

Commission Period. The commission period for Service Revenue shall start on the first day of each calendar month and end on the last day of the same month.

Commission Payment. Reasonable efforts will be made to pay reconciled Service Revenue Commissions during the first week of the month following the commission period in which the service went “live” by Company. Service must be “live” for one month in order to be eligible for commissions. (For example, service is ordered on Feb 15th and installed and deemed “live” on Feb 17th. Commissions will be paid during the first week of April.)

Service Revenue and Non-Recurring Revenue Commissions. The Agent VAR will receive Service Revenue Commission’s based on the first month’s sum of monthly revenue, for all new “live” services sold by the Agent VAR (See Commissions Table). Service Revenue Commissions and Non-Recurring Revenue Commissions are fully earned 180 days from the “live” date as defined in the “Chargeback Period”. Company reserves to right to not pay Service Revenue for Sales Leads, or services not sold directly by Agent VAR.

Company reserves the right to change Service Revenue or Non-Recurring Revenue Commission amounts, add new Service Revenue or Non-Recurring Revenue Commission categories, and eliminate Service Revenue or Non-Recurring Revenue Commission categories, at its sole discretion, at any time. Company shall provide a 30-day written notice of changes where practicable.

Service Revenue Commissions Table

Services	Commissions
Hosted PBX, Add-on Services	10% under \$5,000 monthly revenue
	15% over \$5,001 monthly revenue
	20% over \$10,000 monthly revenue

Service Revenue Commissions Example: In a month, Agent VAR refers/sells 10 extensions/lines, lines services, which equates to a monthly service revenue of \$399.50 on a 3 year contract. The Agent VAR’s one time commission for the month would be ($\$399.50 \times 10\% = \39.95).

Bonus Programs/Special Incentives. Company reserves the right to offer special incentive programs to promote various services and business practices and will generally focus on customer satisfaction, service revenue, customer retention, and the promotion of value added services.

Charge Back Period. In the event of a cancellation, or downgrade of one or more services within ninety (90) days from the “live” date, a charge back amount (as defined below) shall be deducted from the commission payment made by Company to Agent VAR during any commission period following the month in which the cancellation or downgrade occurred.

Charge Back Amount. In the event of a cancellation or downgrade of one or more services during the Charge Back Period, Agent VAR’s commission shall be charged back the Service Revenue Commission amount that was paid for the cancelled or downgraded service.

Reactivations. In general, Company will pay one commission per “live” service. If the commission associated with the service has been charged back as defined above a new commission may be paid on the new service and/or reactivation of service to the party that reinitiates the service. At Company’s sole discretion, services cancelled after the 90 day Charge Back Period that are subsequently reactivated, that result in a net new service to a customer account, may be commissionable, if the new service or reactivation had not been cancelled in the past 12 months. This new service and/or reactivation must meet all the terms and conditions set forth in the Agent VAR Agreement.

Account Changes. As indicated above, commissions will be paid per “live” service. Events which do not result in additional commission opportunities or impact the charge back period include:

- 1.) Change in financial responsibility by service. For example, if a customer originally had service through their employer, for their home office, and they leave Company and keep service as an individual, no additional

commissions will be paid.

2.) Account blends or splits will not result in any additional compensation opportunities. For example, if a company has two (2) "live" services on the system under two (2) different names, and they combine both services under one name, there are no additional commission opportunities.

3.) Account reassignments, including transfer of services and/or accounts between sales representatives, distribution channels, and/or Markets.

Market Promotions. In general, Company does not offer special pricing to customers on a deal-by-deal basis to secure a sale. There will be occasions, however, when pricing is adjusted for a specific set of customers or when market promotions are offered to all prospects with the goal of increasing sales. Sales secured through such promotions may, at management discretion, require different compensation arrangements. In circumstances that require lower pricing to obtain the sale, market management must clarify the incentive compensation for the specific sale in advance and obtain the Vice President of Sales authorization in writing to offer such special pricing.

Definitions:

Services - These include Service plans listed in this addendum.

"Live" - The time at which services are deemed by Company to be installed and monthly billing begins. Agent VAR then becomes eligible for Commissions. This does not include upgrades or reactivations.

Cancellation - The process of canceling an existing service. Includes downgrades.