

Contract Of Executive Access To The Web Site for Order Placing

www.ecotelnet.com

Between the undersigned:

ECOTEL Company S.A.R.L with a capital of 150 000 € whose headquarter is located in an Industrial Zone (ZI) des Ebisoires 10, rue des Frères Lumiere 78370 Plaisir, France.

Tel.: +33 1 30 79 50 50, fax: +33 1 30 79 50 59

RCS Versailles B 344 964 119 00038 Code APE 516j

Represented by its Manager, Mr Francis BOURDALÉ,
hereafter called " ECOTEL ",

On the one part and:

Company:

Capital:

Headquarter:

Registered with the RCS of: (Specify the city)

Under SIRET n°:

Tel : / Fax:

Company E-mail's address:

Represented by : (Specify the name)

Mrs/Mr:

Hereafter called the " CUSTOMER ",

In addition.

Preamble

It was first registered as follows:

ECOTEL has a principal activity which distributes new and refurbished telecommunication PBXs and spare parts.

CUSTOMER has a principal activity which is the resale of telecommunication equipment which is supplied particularly by ECOTEL.

ECOTEL proposes to its CUSTOMERS an intermediary of a Web site connected to the Internet network, the free provision of data and information, and an electronic system of order placing subject to the respect of the contractual provisions.

Consequently, the parts approached in order to conclude this contract in the terms and in the conditions hereafter.

This exposed, it was exposed as follows:

Article 1 - Object

This contract has a definite aim:

- 1) Access conditions for CUSTOMER to go to the Web site: www.ecotelnet.com is reserved to CUSTOMERS who are under the following conditions of this contract.
- 2) Electronic orders placing conditions and applicable conditions for orders will be transmitted in an electronic way by CUSTOMER to ECOTEL.

Article 2 - Access conditions of ECOTEL web site

2.1 Adhesion of CUSTOMER to the access procedures

CUSTOMER will be able to reach ECOTEL web site in the condition of conforming strictly to procedures of the envisaged access in this contract which oblige to respect it.

2.2 Provision of the single access code

ECOTEL grants CUSTOMER a single access code in order to give you a right /possibility to access information on ECOTEL's site and if necessary, to place commands in an agreement with the provision of article 3.

CUSTOMER commits himself to memorise his secret code by not revealing it to no one so that the third person is impossible to know or registered in any document.

CUSTOMER is the one who has a whole responsibility to the consequences of revealing the code to his employees or the one he chooses.

2.3 Access Procedures

In order to identify CUSTOMER's identification, this procedure will help to access ECOTEL's site by only composing number of the customer and his code.

2.4 Information is available on ECOTEL web site. CUSTOMER will be able to reach various data and information on this site. The gathering of these data and information will be periodically the subject of update.

Article 3 - Orders making rules by will be made by an intermediary of ECOTEL Web site and applicable conditions to these orders.

3.1 Adhesion for the CUSTOMER in the commands making procedures

The CUSTOMER is authorised to place the orders on the ECOTEL web site in the conforming condition strictly to the commands making procedure envisaged in this contract.

3.2 Availability of CUSTOMER's purchasing password

Purchasing password will be attributed to CUSTOMER from a reception of attribution request as well as some part in appendix 1 of this contract which need to be duly filled, plugged and signed by the legal representative of CUSTOMER.

CUSTOMER's conforming request manifests his express acceptance to reach an electronic system of orders placing in the strict respect of the conditions and envisaged procedures by this article.

When the conformed request of ECOTEL's CUSTOMER recorded, a purchasing password will be attributed to each employee or employee who is appointed by CUSTOMER. A confirmation of these purchasing passwords will be communicated to customer with each password attribution exclusively to the legal representative of the CUSTOMER.

CUSTOMER commits himself to inform ECOTEL for the intervening modifications on the internal attribution of the purchasing password.

CUSTOMER will be able to request an additional password attribution or a password cancellation. This request will have to be notified by fax or mail to ECOTEL.

3.3 Access to the electronic system of orders placing

Each employee or employee appointed by CUSTOMER must justify his purchasing password in order to reach and use the electronic system of orders placing by the intermediary of ECOTEL Web site.

Purchasing password allow to identify CUSTOMER and designated user to represent CUSTOMER's validity. Consequently, CUSTOMER recognises expressly the use of the purchasing password which constitutes the irrefutable proof of its identity.

The CUSTOMER is the one who has a whole responsibility to the consequences of the purchasing code should he reveal it to his employees or the one he chooses.

The CUSTOMER will not be able to exonerate this responsibility.

3.4 Orders placing procedure

Each employee or employee appointed by the CUSTOMER must enter his password in order to reach the electronic system of orders making.

The electronic purchasing order is established by each employee or employee of the CUSTOMER who has a password after data entry and validation of the command comprising the denomination and quantity of products availability, purchasing unit prices, purchasing total price, place of delivery and methods of contractual payment.

When there is an electronic order is placed online, ECOTEL will address a confirmation as an electronic mail directly to the client duly entitled by CUSTOMER.

In the absence of the confirmation, ECOTEL will announce all the difficulties and possible reserves relating to the electronic command. All the orders placing on ECOTEL's site carried out by means of a purchasing password of the CUSTOMER and confirmed by electronic mail by ECOTEL will constitute the irrefutable proof of the command.

Upon confirmation of the reception from ECOTEL, CUSTOMER having at his charge, the conservation and the communication of the purchasing password which will not be able to be opposed to this one.

In a systematic way, CUSTOMER commits himself to inform ECOTEL as soon as he is informed, of any abusing risk or unauthorised use of a purchasing password by electronic mail and registered letter.

Article-4 Application of general selling conditions

Sales of ECOTEL's products by the intermediary of ECOTEL web site are subjected to general selling conditions of ECOTEL appendix 2.

CUSTOMER states to have taken knowledge of general selling conditions of ECOTEL and to accept them without reserve.

Article-5 Limiting Clause of responsibility for ECOTEL

ECOTEL gracefully places at the disposal of its CUSTOMER the access to ECOTEL'S Web site.

ECOTEL does not guarantee the exactitude of information and data mentioned on its site and respect only one obligation of means.

It is committed to correct any error as soon as it is announced to ECOTEL.

ECOTEL can not be held the responsibility in particular in the interruption event for delay, failure of its site, all independent events of its will, CUSTOMER preserving the possibility of its order placing by all other means to its suitability.

ECOTEL can not be held responsible or expected to be held liable for the consequences of an illicit or abusive use of the single access code and purchasing passwords of the CUSTOMER. The ECOTEL's responsibility in regard to the CUSTOMER's associates or employees in the accordance of using ECOTEL web site which could be blamed only in the case of heavy fault which duly established by CUSTOMER against ECOTEL and will be expressly limited to the direct damage undergone by CUSTOMER. (This responsibility will be strictly limited to the cost of the equipment to which Ecotel, at its own discretion, will reserve its right to replace or refund the purchase price)

Article-6 Lasted Cancellation

This contract is concluded for one terminable unspecified duration by one or other part at any times by recommended mail.

ECOTEL will be able to terminate without notice this contract, by recommended letter with request for marked reception in the failure event of CUSTOMER to his obligations resulting from this contract and without damage of any other recourse of ECOTEL.

Article-7 Clause of confidence

CUSTOMER commits himself for not revealing the execution during and after this contract, information is accessible on ECOTEL web site within the framework from this contract. This information means in particular the purchasing prices of ECOTEL, accessing procedures and placing on ECOTEL's site.

Article 8 Rights of the intellectual property of ECOTEL

CUSTOMER recognises that all the accessible data on ECOTEL site, whatever their nature and their support, belong exclusively to ECOTEL.

The CUSTOMER must avoid using differently these data than within the framework of the trade between the parts.

The CUSTOMER must respect the exclusive rights of ECOTEL on his marks (to be specified ECOTEL, TARGA...) and must avoid making an unspecified use of it.

Article-9 Attributive clause of jurisdiction

All disagreements relating to conclusion, interpretation, execution or suspension of this contract concluded between the parts, will be subjected, in the absence of amicable

settlement, exclusively with the Commercial court of Versailles whatever residence of the defendants, even in the event of call in guarantee, of plurality of defendant or incidental call.

APPENDIX 1: ECOTEL Customer N°

Card-index Information: ASK to ATTRIBUTION OF PURCHASING PASSWORD

Only a legal representative will be able to ask the users' modification about purchasing password.

Purchaser 1

Name and first name: Fields Obligatory
Function: Fields Obligatory
Tel.: Fields Obligatory
E-mail: SPECIFY a PURCHASING email if it DIFFERENT
From the SOC email

Purchaser 2

Name and first name:
Function:
Tel.:
e-mail:

Purchaser 3

Name and first name:
Function:
Tel.:
e-mail:

Purchaser 4

Name and first name:
Function:
Tel.:
e-mail:

Purchaser 5

Name and first name:
Function:
Tel.:
e-mail:

With _____ Signature of the legal Representative of the
CUSTOMER
Seal of the CUSTOMER

Print, complete and send these pages
by fax to the 33 (1) 30 79 50 59