



1 STARVIEW SOLUTIONS, LP CHANNEL AGREEMENT

This agreement (“Agreement”) is made by and between 1 Starview Solutions, LP, a Texas Partnership, with an office at 3811 Bee Cave Road - Suite 205 Austin, Texas 78746 (“STARVIEW”) and _____, a _____ corporation, with an office at _____ (“Representative”).

Authority. Subject to the terms and conditions of this Agreement, hereby authorizes Representative to seek “Customers” for STARVIEW’s telecommunications products and services identified on Attachment A to this Agreement (“Eligible Services”). STARVIEW reserves the right to revise Attachment A from time to time at STARVIEW’s sole discretion.

Marketing and Solicitation. During the Term (as defined below) of this Agreement, Representative will use its commercially reasonable efforts to market and solicit orders for STARVIEW’s Eligible Services.

Customer Presentation. Representative shall introduce potential Customers to STARVIEW via a Presentation. “Presentation” means the formal written notice from Representative to STARVIEW of a bona fide Customer interested in purchasing the Eligible Services. STARVIEW will provide Representative with a list of prospects which STARVIEW will not consider for Presentation as potential Customers. STARVIEW also reserves the right to decline the Presentation of any potential Customer by Representative.

Relationship of the Parties. Representative acknowledges and agrees that the relationship between it and STARVIEW is that of independent contractors, and nothing in this Agreement shall be construed as making Representative or any of its employees an employee, partner or representative of

STARVIEW except as expressly provided in this Agreement. Representative has neither the express or implied authority to accept orders on behalf of STARVIEW nor to negotiate, enter into or modify contracts on behalf of STARVIEW.

Term. This Agreement shall continue for a term of one (1) year from the date of execution of this Agreement unless extended in writing by the parties. Notwithstanding the Term set forth above, STARVIEW may terminate this Agreement upon fifteen (15) days written notice to Representative.

Commission:

Rate. In consideration of Representative’s performance under this Agreement, STARVIEW will pay to Representative a commission determined in accordance with the payout schedule attached as Attachment B hereto (“Commission”). Commissions will be based on Revenue (defined below) generated for STARVIEW from the sale of Eligible Services to the Customer provided that such sale is (1) a direct result of a Presentation to STARVIEW by Representative within ninety (90) days of such Presentation and (2) made pursuant to a written contract or service order executed by STARVIEW and the Customer (“Final Contract”).

Revenue. “Revenue” means revenue generated by the Final Contract between STARVIEW and Customer for Eligible Services (net of returns, allowances, credits, bad debts and other STARVIEW approved adjustments). For purpose of the Commission, Revenue is calculated and based on Customer’s obligation to pay



STARVIEW pursuant to the terms of the Customer Agreement on an annual basis. Revenue shall not include (i) non-recurring charges (“NRC’s”), (ii) operation & maintenance fees, (iii) taxes or any other costs or expenses that STARVIEW passes on to Customer, or (iv) any fees payable to STARVIEW which do not represent payment for Eligible Services such as consequential, special, indirect, incidental or other types of damages. In no event will Representative be eligible for any Commission for revenues received by STARVIEW after termination or expiration of the Final Contract term.

Post-Term Commission. The obligation of STARVIEW to pay Commissions to Representative for a Final Contract relating to Customers Presented to STARVIEW prior to expiration or termination of this Agreement shall survive expiration or termination if, and only if, the terms set forth herein for the payment of a Commission are satisfied and the following conditions are also met: (1) the Customer was Presented to STARVIEW prior to the termination or expiration of this Agreement; (2) Representative has submitted within ten (10) days after the expiration or termination of this Agreement to STARVIEW a list of those potential Customers which it can verify have been properly Presented to STARVIEW; and (3) a Final Contract is executed between STARVIEW and a Customer on the list submitted by Representative.

Payment. All Commission payments to Representative shall be in U.S. dollars and free of any tax withholdings. All Commissions not paid when due shall be subject to interest at the rate of one and one half percent (1½ %) per month, or the highest rate allowed by law, whichever is less.

9. Marketing. STARVIEW agrees to provide Representative with information

regarding its products and services, including reasonable quantities of sales and marketing materials. Representative shall have the right to distribute STARVIEW’s marketing materials. With the express written consent of STARVIEW, Representative may describe the Eligible Services in its own marketing materials for the purpose of attracting Customers.

STARVIEW Trademarks. In connection with the performance of its obligations under this Agreement, Representative may use certain STARVIEW trademarks, trade names and identifying slogans (“ STARVIEW Marks”) as authorized by STARVIEW from time to time. STARVIEW hereby grants to Representative a non-exclusive, revocable right during the Term to use the STARVIEW Marks in Representative’s performance under this Agreement. The STARVIEW Marks may not be used by Representative in connection with Representative’s products and services without the prior written consent of STARVIEW.

No Licenses or Transfer of Rights. Except for the limited rights granted herein by STARVIEW with respect to the STARVIEW Marks, nothing in this Agreement shall serve to transfer to Representative any intellectual property rights in or to the STARVIEW Marks or any intellectual property owned or claimed by STARVIEW. Representative acknowledges and agrees that STARVIEW has sole right, title and interest in and to the STARVIEW Marks and STARVIEW intellectual property.

10. STARVIEW Information. STARVIEW represents that information provided to Representative by authorized representatives of STARVIEW concerning STARVIEW and its available products and services is accurate.



11. Confidential Information.

Representative acknowledges that it will have access to certain confidential information of STARVIEW concerning STARVIEW's business, customers, technology and/or products, including the terms and conditions of this Agreement ("Confidential Information"). The parties agree that any Confidential Information exchanged during the performance of this Agreement will be subject to the terms and conditions of the Non-Disclosure Agreement executed by the parties and dated _____.

12: Indemnification:

(a) Representative Indemnification.

Representative shall defend, indemnify, and hold harmless STARVIEW and its employees and agents from and against any and all damage, cost liability, and expense whatsoever (including court costs and reasonable (fees) incurred by reason of third party claims brought against STARVIEW as a result of or in connection with Representative's gross negligence or willful misconduct under this Agreement, except where such claim arises out of the gross negligence or willful misconduct of STARVIEW, provide however, that STARVIEW shall notify Representative of any such claim and that Representative shall be given the opportunity to assume sole control of the defense of such claim, with such reasonable assistance from STARVIEW (at Representative's cost) as Representative shall request.

(b) STARVIEW Indemnification.

Starview shall defend, indemnify and hold harmless Representative and its employees and agents from and against any and all damage, cost liability, and expense whatsoever (including court costs and reasonable fees) incurred by reason of third party claims brought

against Representative to the extent that such claim arises out of an allegation that the Eligible Services infringe any third party worldwide intellectual property rights, including patents, patent applications, copyrights, trademarks, service marks, trade secrets or other proprietary rights, provided however, that Representative shall notify STARVIEW of any such claim in sufficient time for STARVIEW to timely respond to the claim and that STARVIEW shall be given the opportunity to assume sole control of the defense of such claim, with reasonable assistance from Representative (at STARVIEW's costs) as Partner shall request.

13. Limitation on Liability. EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY ENTITY CLAIMING THROUGH OR UNDER THE OTHER FOR ANY LOSS OR PROFIT OR INCOME OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, WHETHER IN AN ACTION FOR CONTRACT, TORT OR OTHER THEORY, IN CONNECTION WITH THE AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**14. Dispute Resolution.**

In the event of a dispute over Commissions due, in addition to any other damages or payments which may be awarded, the prevailing party shall also be entitled to its costs of collection and reasonable attorney's fees. Either party shall notify the other party of any disputes regarding the parties' obligations due hereunder and the nature of such disputes in writing. The parties shall work together to informally resolve any such disputes.



Proprietary and Confidential Channel Agreement

15. Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that this Agreement may be assigned in whole as part of a corporate reorganization, consolidation, merger or sale of substantially all or its assets, provided that it notifies such other party at least thirty (30) days prior to the effective date of such event. Any assignment or delegation without consent will be void. This Agreement will bind and inure to the benefit of each party’s successors and permitted assigns.

16. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law provisions.

17. Notices. All notices sent pursuant to this Agreement shall be in writing and delivered by personal delivery, registered U.S. mail, postage prepaid, overnight delivery service by a reputable national carrier, or facsimile transmission, to the parties whose signatures appear below at the address contained herein, or to such other address as a party may designate from time to time pursuant to notice given in accordance with this paragraph.

18. Miscellaneous.

1 Starview Solutions, LP

Signed: _____

Name: _____

Title: _____

Date: _____

(a) Partnership. This Agreement is not a partnership, agency, joint venture, employment, or third party beneficiary contract.

(b) Severability. Any invalid, void or unenforceable term or condition shall be fully severable and will not affect the remainder of the terms and conditions.

(c) Modification. No provision of this Agreement shall be waived or modified except by a signed agreement by an authorized representative of each party.

(d) Successors. This Agreement shall be binding upon and inure to the benefit of the parties’ heirs, executors, administrators, personal representatives and assigns.

(e) Entire Agreement. This Agreement is the entire agreement between STARVIEW and Representative, and supersedes all prior agreements, discussions, or other communications.

(f) Publicity. No press release, public statement or promotional materials regarding this Agreement or STARVIEW’s relationship with Representative shall be made without the express written consent of STARVIEW which may be withheld in its sole discretion.

Representative:

Signed: _____

Title: _____

Date: _____



Channel Partner Payment Schedule

Commissions

Commissions will be paid after the end user has been installed and the first invoice has been generated. All commissions will be paid monthly. STARVIEW's billing cycle closes on the 30th of each month. All invoices will be sent to the end user by the 3rd of each month. All Channel Partner commission payments will be paid on or before the 15th of the month. All payments will reflect the prior calendar month's activities. STARVIEW will provide to all partners a monthly report that outlines the accounts being commissioned on and the total payment being remitted.

Payments will be based on the total cumulative qualifying usage of all customer accounts generated by the CP during a calendar month. Qualifying usage is defined as all revenue generated by an account less any taxes, assessments, fees, and credits issued to a customer. Channel Partner commissions will be based on the following table:

\$1 - \$4,999 Cumulative monthly revenue	\$5,000 - \$9,999 Cumulative monthly revenue	\$10,000 + Cumulative monthly revenue
10%	12%	15%