



ICS ELECTRONIC COMMERCE USER AGREEMENT

This ICS Reseller Agreement (the "Agreement") is entered into as of the ____ day of _____, 200__, by and between INTERLINK COMMUNICATION SYSTEMS, INC., a Florida corporation ("ICS"), of 4400 140th Avenue North, Suite 250, Clearwater, FL 33762, and _____, a _____ corporation, ("Reseller"), of _____.

BACKGROUND

ICS is engaged in business as a wholesale distributor of data networking equipment manufactured by others, and as a support services provider to its customers. The Reseller is engaged in business as a value-added Reseller (VAR) or Network Service Provider (NSP) who provides data networking Products and services to their customers. The purpose of this Agreement is to set forth the terms and conditions under which ICS intends to sell to the Reseller, and the Reseller intends to purchase from ICS.

ICS currently maintains a Web Site for purposes of communicating information to the public regarding its Products and Services. Certain of the Databases (as hereinafter defined) accessible through the Web Site are confidential and proprietary to ICS and certain third parties. ICS may limit access to the site, or certain portions of the site to trading partners of ICS. ICS has expanded, and will continue to expand, the purposes of the Web Site to effect purchase and sale transactions ("Transactions").

ICS and the Reseller desire to effect Transactions between them utilizing the Web Site in substitution for conventional paper-based documents, and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties. In furtherance of such electronic commerce, ICS will provide to the Reseller access to certain confidential and proprietary Databases in consideration for the Reseller's undertaking to preserve the proprietary rights of ICS therein.

TERMS

In consideration of the foregoing premises, and the terms and conditions contained herein, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

1.1. The term "Acceptance" shall mean the purchase order acknowledgment transmitted by ICS to the Reseller via the Web Site for purposes of substantively confirming the terms of an Order.

1.2. The term "Access Codes" shall mean the unique user identification (typically the user e-mail address), and password assigned by ICS to the Reseller and such other password as the Reseller may select from time to time.

1.3. The term "Databases" shall mean all information accessible from ICS through the Web Site, which may include, but is not limited to, data structures, technical and other specifications, pricing, advice and other data and information of ICS, and similar data and information of other

authorized trading partners of ICS, which are or may be linked to the Web Site from time to time.

1.4. The term "Documents" shall mean Orders, Acceptances and such other transmissions of data via the Web Site as the parties may agree from time to time shall constitute "Documents" for purposes of this Agreement.

1.5. The term "Orders" shall mean purchase orders placed by the Reseller via the Web Site.

1.6. The term "Web Site" shall mean all information, content, concepts, user and program interfaces and structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in ICS's World Wide Web site presently located at <http://www.interlinkweb.com>.

2. Prerequisites to Electronic Transactions between the Parties.

(a) ICS shall limit access to certain of the Databases and to the secure areas of the Web Site to users who enter a valid Access Code.

(b) The Reseller shall take reasonable precautions to ensure that the Access Codes remains secure, including, limiting access to the Access Codes to only such of its employees as have authority to transmit Orders and receive Acceptances on behalf of the Reseller, and notifying ICS in writing immediately if any unauthorized usage of the Access Code is detected. The Reseller shall be responsible for all utilization of the Databases or the Web Site accessed by means of the Access Code (whether authorized or unauthorized, and whether effected by employees or agents of the Reseller, or third parties), unless such access by third parties resulted solely from the negligence of ICS.

2.2. Modifications. From time to time during the term of this Agreement, ICS may, in its sole discretion, elect to update, modify, change or terminate all or any part of the functionality available through the Databases or the Web Site.

2.3. Confidentiality. The data and other information available in the Databases and on the Web Site are proprietary, confidential and the sole property of ICS or third parties licensing such information to ICS, and may contain copyrighted information.

2.4. Product Availability. ICS provides access to Product and pricing information on an international basis as a result of making such information available on the World Wide Web. Such information may contain references or cross-references to Products, programs, prices, promotions and Services that are not announced or available in the Reseller's country or state. Such reference does not imply that ICS intends to announce or make available such Products, programs, promotions or Services, under such prices, in the Reseller's country or state. Certain promotions may not apply in the Reseller's geographic region. The Reseller should check with an authorized ICS representative regarding Product and Service availability, pricing and promotions, and the availability thereof, in the Reseller's geographic area. The Products listed in the Databases may not be available in the Reseller's location due to specific legal requirements related to export restrictions and other legal or contractual requirements imposed upon ICS or the local law in the Reseller's jurisdiction. ICS assumes no responsibility for being unable to provide Products or Services due to such legal or contractual requirements. The Reseller assumes all responsibility for obtaining all necessary governmental approvals to purchase Products and Services from ICS.

3. Transactions.

3.1. Proper Receipt. Orders shall not be deemed to have been properly received, and shall not give rise to any obligation, until accessible by ICS.

3.2. Verification. Upon proper receipt of an Order, ICS shall promptly and properly transmit an acknowledgment in return.

3.3. Acceptance. An Order, which has been properly received by ICS, shall not give rise to any obligation unless and until the Reseller has properly received an Acceptance from ICS.

4. Transaction Terms.

4.1. Incorporation by Reference of the Reseller Agreement. The terms and conditions of each Transaction covered by this Agreement shall be governed by, and subject to, the terms and conditions set forth in the Reseller Agreement, which is hereby incorporated herein by this reference. The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.

4.2. Validity; Enforceability.

(a) This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

(b) Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing;" and any such Document shall be deemed for all purposes (i) to have been "signed," and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(c) The parties agree not to contest the validity or enforceability of Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

5. License.

5.1. Terms of License. ICS hereby grants a non-transferable, non-exclusive license (the "License") to the Reseller to access and use the Databases and secure areas of the Web Site for the Reseller's internal use in its ordinary course of business for the review, selection, order preparation, support and purchasing of Products sold by ICS (the "Authorized Purpose"). The term of the License shall commence upon the execution and delivery of this Agreement by the Reseller and shall expire automatically upon the termination of this Agreement in accordance with Section 8.1 hereof.

5.2. Restrictions on Use. The licensed Databases and Web Site are to be used only by the employees of the Reseller for the Authorized Purpose, and only in accordance with this Agreement and any documentation provided to the Reseller or available to the Reseller on the Web Site from time to time. The Reseller may NOT, except as otherwise authorized by ICS in writing:

(a) copy any of the Databases or the Web Site;

(b) distribute, rent, sublicense, or otherwise transfer or disclose, or (except to access the Databases in accordance with this Agreement) transmit or link the Databases or the Web Site electronically to any person or entity, or to the web site of any third party;

(c) modify, translate, merge or prepare derivative works of the Databases or the Web Site;

(d) use any of the Databases or the Web Site for purposes other than the Authorized Purpose;

(e) decompile, disassemble, probe or otherwise reverse-engineer the Databases or the Web Site, or any information, systems or functionality contained therein;

(f) restrict or inhibit any other user from using or enjoying the Databases or the Web Site;

(g) post or transmit to ICS any unlawful, illegal, obscene or pornographic information of any kind, including, without limitation, transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including, without limitation, U.S. Export Control laws and regulations;

(h) knowingly post or transmit to ICS any information or software which contains a virus, worm, cancelbot or other harmful component;

(i) upload, post, publish, transmit, reproduce, distribute or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Databases or the Web Site which is protected by copyright or other proprietary rights or derivative works with respect thereto, without obtaining permission from the copyright owner or right holder; or

(j) participate in any activity to (i) post to any usenet or other news group, forum, e-mail listing or similar group or list, articles which are off-topic according to the charter or other public statements of the group or list, (ii) send unsolicited mass mailings, or (iii) falsify or "spoof" user information provided to ICS or to other users in connection with the use of the Databases or the Web Site.

6. Indemnity. The Reseller agrees to defend, indemnify and hold ICS and its directors, officers, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys fees related to or arising from (a) the use of the Databases or the Web Site or the placement or transmission by the Reseller of any message, Document, information or other material on or via the Web Site;

(b) negligent acts or omissions by the Reseller in connection with the installation, use or maintenance of the Databases or the Web Site, or (c) claims for infringement of patents or copyrights arising from the use by the Reseller of the Databases or the Web Site.

7. Miscellaneous.

7.1. Termination. This Agreement shall remain in effect until the earlier to occur of (a) the termination or expiration of the Reseller Agreement, (b) the termination of the Reseller's status as an authorized reseller of the Products, or (c) the election by either party to terminate this Agreement with not less than thirty (30) days' prior written notice to the other party, which notice shall specify the effective date of termination. The termination of this Agreement shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination. Upon termination of this Agreement, the Reseller shall immediately cease using the Access Code and shall cease accessing the secure areas of the Databases.

7.2. Final Agreement. This Agreement (together with the Reseller Agreement and Web Linking Agreement executed by the parties hereto, if any) contains the final, complete, and exclusive expression of the understanding of the parties with respect to the rights and obligations created hereunder and supersedes any prior or contemporaneous agreement or representation, oral or written, by either of them. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement may not be modified or amended except by an agreement in writing signed by each party hereto.

7.3. Due Authorization. ICS and the Reseller represent to one another that the execution and delivery of this Agreement and the performance of their respective obligations hereunder, have been duly authorized by all necessary corporate action. The individuals executing this Agreement on behalf of ICS and the Reseller, respectively, represent that they have the authority to execute this Agreement on behalf of their respective organizations

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this ICS Reseller Agreement to be executed by their duly authorized officers on the date and year first written above.

INTERLINK COMMUNICATION
SYSTEMS, INC., a Florida corporation

[NAME OF RESELLER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____