



Standardized Supplier Support Agreement

This Agreement is between Fiber Bridge Communications, Inc., a California Corporation (hereinafter "FIBER BRIDGE"), and SUPPLIER identified in Attachment A to this Agreement (jointly hereinafter "PARTIES").

1.0 Recitals

Whereas the PARTIES wish to enter into a business agreement for the purpose of independently developing their respective business positions in the broadband over powerline (also known as powerline communications) market.

The Parties define a CUSTOMER as an individual, government agency, private entity, or other organization who has access to the use of electricity distribution grids and whom the Parties have reason to believe is considering the evaluation or implementation of a power line communications solution.

SUPPLIER is a manufacturer of specialist technology communication products for deployment and use to facilitate broadband communication services over electricity power line networks.

SUPPLIER's objective is to sell equipment to the CUSTOMER.

FIBER BRIDGE is an independent consultancy company, providing a wide range of services including, but not limited to, business planning, feasibility studies, project management, network operations, and network support.

FIBER BRIDGE's objective is to sell services to the CUSTOMER and jointly operate a commercial business using powerline communications technology with the CUSTOMER.

The PARTIES now hereby agree to a non-exclusive relationship whereby they will provide to each other the following:

2.0 Support

2.1 SUPPLIER support to FIBER BRIDGE

(i) Information & Training

Supplier will provide to Fiber Bridge training for up to eight (8) FIBER BRIDGE nominees on SUPPLIER's complete range of plc related equipment, including installation architecture, applications, deployment and use in the power line communications market. Supplier will provide ongoing training for development changes and/or technology upgrades and

extensions of Supplier's product line, as well as the. Rationale as to why such lines of development are being followed.

SUPPLIER will provide to FIBER BRIDGE all training, ongoing education, and related materials in relation to installation procedures and maintenance support that SUPPLIER's proposed network solutions will require.

SUPPLIER will provide knowledge of SUPPLIER's technology's perceived strengths and weaknesses in relation to various installation environments.

SUPPLIER shall provide FIBER BRIDGE all marketing materials, equipment pricing, and sales collateral material, including financial modeling and business case support, for use in FIBER BRIDGE's discussions with potential CUSTOMERS.

SUPPLIER shall keep FIBER BRIDGE informed of all legislative, regulatory, and legal issues relating to the use of SUPPLIER's equipment.

(ii) Ongoing Support

SUPPLIER will provide a nominated point of contact for FIBER BRIDGE to liaise on all matters related to this Agreement

(iii) Referrals

Whenever SUPPLIER becomes aware of a potential CUSTOMER SUPPLIER agrees to refer those potential CUSTOMERS to FIBER BRIDGE, and will immediately notify FIBER BRIDGE of the opportunity with full referral details of the contacts in the potential CUSTOMER.

(iv) Promotion

SUPPLIER grants to FIBER BRIDGE the right to use SUPPLIER's logo in approved promotional material, on FIBER BRIDGE's web site, or other suitable marketing material with the understanding and agreement that FIBER BRIDGE will include a statement that it has independently evaluated that range of SUPPLIER's product portfolio that is specifically applicable to power line communications application.

2.2 FIBER BRIDGE Support to SUPPLIER on SUPPLIER Referred CUSTOMERS:

Subject to FIBER BRIDGE becoming engaged to provide consultancy services to the SUPPLIER referred CUSTOMER,

(i) CUSTOMER Requests for Information and or Proposal (RFI/RFP)

FIBER BRIDGE will employ all reasonable efforts, except where prohibited by CUSTOMER, to ensure that SUPPLIER will be included in the invitation to provide information, product quotes, and solutions proposals as per the CUSTOMERS' request.

(ii) Intelligence Support

FIBER BRIDGE will make all reasonable efforts to discuss with SUPPLIER the CUSTOMER'S technical and performance requirements wherever they are

outside the scope of SUPPLIER's declared product performance criteria. This will allow SUPPLIER time to review said requirements and respond with SUPPLIER's preparedness to commit to the performance requirements of the project or develop SUPPLIER's equipment portfolio to be able to meet said requirements by time of invitation to tender. **FIBER BRIDGE will not disclose the ability of the SUPPLIER's competitors to meet the CUSTOMER'S requirements or the position of such competitors in relation to SUPPLIER.**

- (iii) Fiber Bridge will provide feedback to SUPPLIER relating to CUSTOMER comments on the SUPPLIER product line, pre-sales support, pricing opinions, commercial viability, and industry status. Fiber Bridge will not release any information consider proprietary and or confidential by the CUSTOMER.
- (iv) In the event the referred CUSTOMER has made a decision to use the SUPPLIER as the equipment provider of choice, and the SUPPLIER has notified FIBER BRIDGE of this decision at the time of referral, FIBER BRIDGE will not encourage, recommend, or otherwise interfere with the decision of the CUSTOMER. In the event FIBER BRIDGE is notified by the CUSTOMER that CUSTOMER no longer desires to remain exclusive to SUPPLIER, FIBER BRIDGE will immediately notify SUPPLIER, and work with SUPPLIER to resolve issues which caused the CUSTOMER'S decision to be reversed.

2.3 FIBER BRIDGE Support to SUPPLIER on Non-SUPPLIER Referred CUSTOMERS:

- (i) FIBER BRIDGE will employ all reasonable efforts, except where prohibited by CUSTOMER or other agreement, to ensure that SUPPLIER will be included in the invitation to provide information, product quotes, and solutions proposals as per the CUSTOMERS' request, provided SUPPLIER has an appropriate range of suitable products for application to the project under consideration by the CUSTOMER.

- (ii) FIBER BRIDGE Intelligence Support

Fiber Bridge will provide feedback to SUPPLIER relating to CUSTOMER comments on the SUPPLIER product line, pre-sales support, pricing opinions, commercial viability, and industry status. Fiber Bridge will not release any information considered proprietary and or confidential by the CUSTOMER.

3.0 Costs and Expenses

The PARTIES will each bear their own costs incurred in the execution and performance of this Agreement. SUPPLIER will not charge FIBER BRIDGE for the support provided under Section 2.1 of this Agreement. FIBER BRIDGE will not charge SUPPLIER for the support it provides under Section 2.2 and Section 2.3of this Agreement.

4.0 Commercial

- (i) Representation & Liabilities

Nothing contained in this agreement constitutes or confers on SUPPLIER or FIBER BRIDGE a commercial relationship and the PARTIES will not act as agent or representative of the other.

SUPPLIER indemnifies FIBER BRIDGE free from any liabilities arising from the deployment and/or use of SUPPLIER's products by a CUSTOMER where FIBER BRIDGE has acted as consultants, and in good faith recommended SUPPLIER's tender proposal be accepted based upon information supplied to it by SUPPLIER which information subsequently is found to be incorrect and results in project failure due to SUPPLIER's equipment not meeting specified criteria.

(ii) Agreements with Other Parties

FIBER BRIDGE, as consultants and project facilitators will be free to enter into identical agreements with other equipment providers to ensure FIBER BRIDGE is informed on other equipment and service offerings where applicable to the powerline communications industry.

(iii) Indemnification

SUPPLIER shall indemnify, defend, and hold harmless FIBER BRIDGE, its, directors, officers, employees, and agents from and against all actions, causes of actions, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever (Claims) arising from SUPPLIER's breach of the representations and warranties set forth in herein or for property damage or personal injury to or death of any person which occurs, including Claims brought by employees of FIBER BRIDGE and related expenses, including reasonable attorney's fees, to the extent such Claims and expenses arise from any negligent act or omission of SUPPLIER or SUPPLIER's employees in the performance of this Agreement or arising from the use of SUPPLIER's equipment. Supplier expressly waives any immunity under industrial insurance, whether arising out of any statute or source, to the extent of the indemnity set forth in this paragraph

5.0 **Confidentiality**

"Confidential Information"

Shall mean and include all information, whether product, business, market, strategic or otherwise or data (including but not limited to information retained on all types of medium including written, diagrammatical, software or other storage medium) relating to powerline communications or business or affairs disclosed whether in writing, orally or by any other means by one Party ("the Disclosing Party") to the other Party ("the Receiving Party"), together with all data, studies or other documents derived from or in connection with such information whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:

- (i) is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party; or
- (ii) the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Receiving SUPPLIER any time independently of any information disclosed to it by the Disclosing Party; or

- (iii) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the Disclosing Party; or
- (iv) is disclosed by the Receiving Party (a) with the prior written approval of the Disclosing Party, or (b) without such approval, after a period of seven years from the date of receipt thereof, or (c) to satisfy a requirement of, or demand by a competent court of law or governmental or regulatory body or listing authority.

6.0 Handling of Confidential Information

The Receiving Party shall maintain the Disclosing Party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own Confidential Information which the Receiving Party warrants as providing adequate protection against unauthorized disclosure, copying or use. The Receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees, directors or authorized professional advisors of the Receiving Party or any of its subsidiary, affiliated or associate companies having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. All Confidential Information consisting of source material and copies thereof shall be returned to the Disclosing Party within thirty days of receipt of a written request from the Disclosing Party.

7.0 Limitations and Warranty

Receiving Party shall (i) not divulge the Disclosing Party's Confidential Information, in whole or in part to any third party, (ii) use the same only for the purpose of executing its agreements with CUSTOMERS, and (iii) make no other commercial use of the same or any part thereof without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the Disclosing Party's Confidential Information provided that it gives the Disclosing Party not less than two business days' notice of such disclosure.

8.0 Disclaimer

FIBER BRIDGE acknowledges that all rights in Confidential Information disclosed by the SUPPLIER are the property of the SUPPLIER and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either Party.

9.0 Notices

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

10.0 Termination

This Agreement shall continue in force during the term stipulated in Attachment A or until terminated by either Party providing one month's written notice of termination to the other Party.

SUPPLIER shall provide continue to provide support to FIBER BRIDGE, as provided in Section 2.1 of this Agreement, beyond the effective termination date, as it relates to all CUSTOMERS under contract or negotiation with FIBER BRIDGE on the termination date. Such support shall continue for two years or while the CUSTOMER is under contract with FIBER BRIDGE, which ever is shorter.

11.0 Assignment

Neither Party will assign or in any manner transfer its interests or any part thereof in this Agreement, without the prior written consent of the other Party. Such limitation on assignment, however, will not apply to the assignment to any successor corporation in the event either Party shall change its corporate name or merge with another corporation provided the assigning Party shall remain liable and responsible to the other Party for the performance of this Agreement.

12.0 Entire Agreement, Governing Law and Jurisdiction

This Agreement constitutes the entire agreement and understanding between the PARTIES in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings, in such respect.

This Agreement cannot be amended except by written agreement signed on behalf of each Party by their authorized signatories.

The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of the State of California, U.S.A. and the PARTIES hereby submit to the exclusive jurisdiction of the California Courts.

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorized representative as on the day and year first above written.

SUPPLIER: _____

FIBER BRIDGE COMMUNICATIONS, INC.:

By: _____

By: _____

Name: _____

Name: James Valle

Title: _____

Title: President/Chief Executive Officer

Date: _____

Date: _____

ATTACHMENT A

1. SUPPLIER:

Name: _____
Primary Contact Person: _____
Address: _____
Address 2: _____
Address 3: _____
Country: _____

2. TERM OF AGREEMENT:

This Agreement shall be effective on February 1, 2004 (Effective Date) and shall automatically terminate on January 31, 2009 unless terminated earlier under Article 10, Termination.

3. ADDRESSES FOR NOTICES:

FIBER BRIDGE COMMUNICATIONS, INC.:
James Valle
751 South Weir Canyon Road
Suite 157 PMB 334
Anaheim Hills, California 92080 U.S.A.
Telephone: +1 714.280.8355
Facsimile: +1 714.280.9451
Email: jvalle@fiberbridge.net

SUPPLIER:

Name: _____
Primary Contact Person: _____
Address: _____
Address 2: _____
Address 3: _____
Country: _____
Telephone: _____
Facsimile: _____
E-Mail: _____