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WHOLESALE'S STORE/CATALOG ACCESS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between ONLINE ACCESS, INC (Online), a Michigan Corporation, with its principal offices at 2650 Oak Street, Port Huron, Michigan, hereinafter "Online"; and _____ (Wholesaler) a _____ Corporation, with its principal offices Located at _____.

WHEREAS, Online is in the business of providing web sites, online stores and other Internet and software applications to HVAC contractors; and

WHEREAS, a portion of that business is helping retail HVAC contractors to establish online stores, through its PagePilot products including various reminder systems; and

WHEREAS, the Wholesaler wishes to participate and establish a model PagePilot online catalog, which could be used by HVAC retail contractors that have a business relationship with Wholesaler;

THEREFORE, for the opportunity to participate in this program and other good and valuable consideration, the parties agree as follows:

1. Wholesaler shall be granted the following rights and abilities within the PagePilot System:
 - a. Establish an online PagePilot Catalog as guided and directed by Online, including setting of prices and any flat-rate shipping costs. Wholesaler understands and agrees that it is entirely responsible for the pricing and the shipping on its PagePilot wholesale store catalog site and agree to honor and fulfill the pricing, terms, shipping and conditions that exist on its model, online PagePilot catalog with contractors who chose it to fulfill its orders.
 - b. Wholesaler understands and acknowledges that the wholesale PagePilot catalog, or a portion thereof, will be used by clients of Online who are retail HVAC companies.
2. Online shall do the following:
 - a. Make known to those clients of Online wishing to establish an online store the availability of Wholesaler's model PagePilot catalog store.
 - b. Maintain, on a limited access web site, Wholesaler's model PagePilot catalog store.

- c. Provide the capability for Online HVAC retail clients to import some or all of the model PagePilot catalog store to their online store website.
 - d. All orders shall be placed with the retail HVAC contractor who shall have the option on how to fulfill the same.
 - e. For new HVAC retail clients of Online, obtained through and identified by Wholesaler and retailer as such, that take advantage of the initial starting price break the Wholesaler offered, Online will maintain Wholesaler as the primary store for that Online client unless released by the wholesaler.
3. Wholesaler acknowledges, agrees, covenants and warrants as follows:
- a. That they have the right to use the product names, descriptions, product images and all other intellectual property from the manufacturer to sell products the wholesaler distributes through its online store/catalog and Wholesaler shall indemnify and hold Online harmless, including actual attorneys' fees and costs, for any claims made by the manufacturer or others regarding the use of the product images, product descriptions, product names or any other intellectual property used in its model, wholesale PagePilot catalog used by the wholesaler's HVAC retail clients.
 - b. Wholesaler shall indemnify and hold Online harmless from any claims, demands or causes of action of whatsoever nature regarding the purchase, sale and use of any of the products contained in its model online store.
 - c. Although it is Online's intention to have the PagePilot e-commerce system up 100% of the time, Wholesaler acknowledges that Online does not promise any particular uptime guarantee and that the wholesale store will function at all times.
 - d. Wholesaler agrees that the limitation of any damages for any claims against Online shall be \$100.
 - e. Wholesaler covenants and warrants that other than its HVAC retail clients, it will not make its online PagePilot catalog available to any persons, entities or corporations that are not then current clients of Online.
 - f. Wholesaler covenants and warrants that it will not contact, either directly or indirectly, any customer, home owner or others of an Online HVAC retail customer who establishes a PagePilot store and uses, either in whole or in part, the model PagePilot catalog of the Wholesaler without advance, written permission of Online and HVAC retailer and shall keep all information confidential.
 - g. Wholesaler agrees that they will communicate, Online-Access's products in a mutually agreeable manner, to retail HVAC customers who are customers of the Wholesaler.
 - h. Wholesaler agrees to treat any technical knowledge or trade secrets learned in regards to the PagePilot website and E-commerce system as confidential, and agrees not to disclose this confidential knowledge to any third party without express written permission of Online-Access during the entire time the wholesaler uses the system and for two years after should the wholesaler end their relationship with Online-Access.
4. Online, will share PagePilot Website and E-commerce software product subscription revenues with the wholesaler up to 20% of the monthly subscription as long as the

Wholesaler actively promotes PagePilot to its HVAC retail clients as part of its marketing offerings. Should Online independently deem the promotion not be adequate or lacking in perspective to the ongoing revenue share being paid each month, Online will give notice of the inadequacy. Failure to correct the situation within 90 days of notice will give Online-Access the rights to either immediately terminate the agreement or restructure of the percent of revenue being shared.

5. Online may, if requested by any manufacturer or acting agent of the manufacturer, remove any product in Wholesaler's model PagePilot catalog store with notice to Wholesaler.
6. This agreement can be terminated by either party by thirty days written notice.
7. Wholesaler and Online agree that neither party will either directly or indirectly, hire or solicit for hire any employee of the other party.
8. This agreement contains the entire agreement of the parties and fully integrates all previous discussions, communications or other negotiations and agreements and may be modified only by a written document signed by all the parties.
9. If any provision in this agreement shall be deemed illegal or unenforceable, it shall not affect the remainder of this agreement and all other provisions shall remain in full force and effect.
10. This Agreement shall, in all respects, be governed by and construed in accordance with the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in St. Clair County, Michigan.

ONLINE ACCESS, INC.

By David Squires
David C. Squires, President -- Date

WHOLESALE

By _____
(Print Name) _____
Its _____ -- Date _____

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