



WEB-LINKING AGREEMENT

This Agreement is entered into effective the ___ day of _____, 199__, by and between the LaserTech International, Inc. ("LTII") 259 Sullivan Avenue South Windsor, CT 06074 and _____, ("Company"), who's address is _____, as follows:

LTII maintains a web site with the current URL of www.LaserTechIntl.com (the "Web Site").

Company maintains a home page or web site at a separate URL from LaserTech International, Inc.. Company wishes to establish reciprocal hyperlinks with LaserTech International, Inc.

Therefore the parties have agreed to the following terms and conditions:

1. Company hereby grants to LTII a non-exclusive right to establish a link to Company's Home Page or other specified unique URL. LTII hereby grants to Company a non-exclusive right to establish a link to LTII's Home Page or other specified unique URL.
2. Before a hyperlink is established, the content and structure of the Company's Home Page shall be subject to the approval of the LTII. Company agrees to notify LTII of any significant changes to the content or structure of Company's Home Page within 10 days of the change. LTII may terminate this agreement on 15 days notice after any significant change to Company's Home Page.
3. LTII and Company hereby agree to maintain reciprocal links for the duration of this Agreement.
4. The term of this Agreement shall be for a period of 12 months from the date of signing of this Agreement. The term of this Agreement will automatically be renewed each year for an additional one year period, for up to a total of four (4) additional one year periods; provided, however, that either party shall have the right not to renew this Agreement for the ensuing renewal year(s) by giving written notice to that effect not less than thirty (30) days prior to the expiration for the then current annual period. In addition, either party shall have the right to terminate this agreement prior to the expiration of the then current annual period if the other party has committed a material breach of this Agreement and such material breach has not been cured within twenty (20) days after notice of such breach has been received by the breaching party. All notices required hereunder shall be delivered by registered or certified mail.
5. For purposes of this Paragraph, "User" shall be defined as a user accessing Company's Home Page through the hyperlink; "User Information" shall be defined as (i) navigational information, including but not limited to usage of other hyperlinks within or available through Company's Home Page, and (ii) User's Internet address and/or other identifying

information such as actual name or address. The Parties agree that this Agreement does not restrict the gathering, use and dissemination of information concerning users collected by either Party during the term of this Agreement. Each Party is responsible for determining whether any such gathering, use or dissemination it performs is consistent with applicable laws and regulations.

6. LTII represents and warrants to Company and (if Company's Home Page is a website) Company represents to LTII that, as of the date of execution of this Agreement, (i) each has duly registered the domain name of its respective web site with all applicable authorities and possesses all rights necessary to use, and/or grant the a license to use, such domain name; and (ii) the content and materials which each has placed within their respective web sites, or any hyperlink therefrom, do not and will not infringe upon or violate (a) any U.S. copyright, patent, trademark or other proprietary right of a third party, (b) any applicable law, regulation or non-proprietary third-party right or (3) the Rules of Professional Conduct (or the equivalent thereof) of the supreme court of any state or territory.
7. Company agrees to indemnify defend, and hold harmless LTII and its directors, officers, employees, agents, parent, subsidiaries, successors, and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgements, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or part, any negligent acts, errors or omissions of Company its employees, agents or contractors and its affiliated companies and their employees, agents or contractors in performing under this Agreement.
8. This Agreement constitutes the entire agreement and understanding between the parties on the subject hereof and the transactions contemplated hereby and supersedes any and all prior oral or written agreements, statements, representations, warranties or understandings by any party, and all of which are merged herein and superseded hereby. Neither party shall be bound by any condition, definition, warranty or representation other than as expressly set forth in this Agreement or as may be set forth in writing signed by the party to be bound thereby. This Agreement may not be changed, modified or rescinded except by a written agreement signed by all parties hereto.
9. This Agreement is made and entered into under the laws of the State of Connecticut and shall be interpreted, applied and enforced under those laws.
10. The provisions of this Agreement are severable, and if any one or more provisions is determined to be illegal, indefinite, invalid or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement, and any partially unenforceable provisions to the extent enforceable in any jurisdiction, shall continue in full force and effect and shall be binding and enforceable.
11. Neither this Agreement nor any right or duty hereunder shall be assignable or delegable by either party without the express consent of the other party, and nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors in interest and permitted assigns.

12. No waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of any party to object to any act, omission or breach by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of any rights or remedies hereunder or otherwise provided at law or in equity.
13. All notices, requests, demands and other communications to be given hereunder shall be in writing and shall be deemed to have been dully given on the date of personal service or on the first day after mailing by certified or registered mail or sent by facsimile addressed as follows or at such other address as either party may hereafter indicated by appropriate notice:

If to LTII: LaserTech International, Inc.

259 Sullivan Avenue
South Windsor, CT 06074
Attn: Web Site Coordinator
Fax: 860-282-7448

If to Company: At the address above set forth.

14. Neither party shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither party shall display or use the other's Marks, nor permit the same to be displayed or used by third parties, except in connection with the performance of this Agreement. Nothing in this Agreement creates in a party rights in the Marks of the other. Upon termination of this Agreement, each party shall discontinue the use of the other's Marks.
15. Neither party is authorized or empowered to act for or represent the other party. Each party agrees not to do or allow any act which would imply apparent authority to act for the other party. The acts to be performed by the parties are strictly and solely in their separate status as independent party contractors.

LASERTECH INTERNATIONAL, INC.

By _____ Date: _____

Terry Stoddard, President

Specified URL for Company to link to: <http://www.LaserTechIntl.com>

COMPANY

By _____ Date: _____

Name & Title: _____

Specified URL for LTII to link to: _____