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Voicent Reseller Program

At Voicent Communications, Resellers are very important to us. Voicent Resellers drive the growth of Voicent by selling our products efficiently and professionally to meet their own customers' needs. Everyone wins when a reseller resells a Voicent solution: Voicent Communications and the reseller both profit, and the customer gets a quality solution to their business problem.

Key Benefits

- Purchase products at a discount
- Self-defined sales goals
- Add new core solutions to your services
- Differentiate your company from your competitors
- No territories
- Priority notification of beta releases and upgrade specials

Requirements

We have designed the program requirements to encourage easy participation and incremental sales. Our goals are to assist you in generating additional revenue through the co-marketing of our products to your customers and clients.

To participate in the program, simply complete reseller registration at <http://voicent.com/affiliate/reseller>

After we have received your completed reseller application, we will approve your account and welcome you to the program, and you can begin immediately reselling Voicent products!

Voicent Reseller Agreement

DEFINITIONS

"Voicent" refers to Voicent Communications, Inc., a California corporation.

"Program" refers to the Voicent Reseller Program.

"Products" refers to the Voicent products available for resale by the Reseller.

"Reseller" refers to a legally certified reseller of products and a member of the Voicent Reseller Program.

"End User" refers to Reseller's customers; that is, the party to whom Reseller resells Products.

TERMS

1. Exhibit A lists Products that can be resold by Reseller, along with list price, Reseller purchase discount, and return policies. Upon acceptance into the Program, Reseller shall have the right to purchase Products listed in Exhibit A for resale to their End User customers. Voicent reserves the right to change Exhibit A at any time without prior notice.
2. Product prices listed in Exhibit A are exclusive of any taxes, fees, duties, value added, withholding, or other such amounts. Reseller shall certify to Voicent that Reseller has a valid resale license for their state or other applicable region. Voicent shall not charge sales tax on sales made to Reseller, since all sales are intended for resale to End Users. Reseller shall be responsible for assessment, collection, remittance, accounting, reporting, and all other such legal responsibilities of sales tax for Reseller's sales to End Users.
3. Reseller can sell Voicent product in two ways:
 - A. Prepay wholesale license in volume. Voicent issues license to each computer system that generates license request.
 - B. Prepay individual retail license. When Reseller's customer purchases a Voicent product directly from Voicent, we will issue a sales commission to Reseller according to this agreement. If Reseller's customer purchases Voicent software from a Reseller, Reseller can pay at reseller's price.
4. Voicent accepts any payment in US dollar. Upon purchase of Product, Voicent shall issue the license to unlock Product for use by End User.

RIGHTS AND OBLIGATIONS OF RESELLER

5. Reseller agrees that End User shall be bound by the terms of the License Agreement accompanying each Product. Reseller shall make a good-faith effort to ensure that End User is aware of and complies with all License Agreements.
6. Reseller shall be responsible for all End User customer support, technical support. However, Voicent will assist Reseller on technical issues that Reseller can not resolve.
7. End Users shall be considered primarily to be the customer of Reseller. Voicent will honor Reseller's request to contact or not to contact End User in the normal course of business. However, Voicent reserves the right to maintain lists of End Users and contact End User if the need arises.
8. Reseller shall indemnify and hold Voicent harmless from and against any and all claims, losses, or damages that may arise from Reseller's marketing, installation, sale, or support of any Product.
9. Reseller shall be authorized to use certain Voicent trademarks, graphics, symbols, or other content for use in promotion of Products. Such materials are to be provided by Voicent to reseller with the express

intent of their use for such purposes. Use of such content shall be subject to Voicent's usage policies, which Voicent reserves the right to change at any time for any reason. Resellers may also create their own content relating to Products, which Voicent shall have the right to prevent Reseller from using if Voicent finds it to be objectionable or for any other reason. Voicent shall have no ownership rights or any other rights to content independently created by Reseller, except as provided for above.

RIGHTS AND OBLIGATIONS OF VOICENT

10. Voicent reserves the right to refuse Reseller the right to promote Voicent Products, or any other affiliation with Voicent.
11. Voicent shall not be responsible for Acts of God, acts by third parties, or other events outside Voicent's reasonable control.
12. Nothing in this Agreement shall prohibit Voicent from selling Products directly to any customer desired without involvement of or obligation to Reseller.
13. Reseller agrees not to, directly or indirectly, sub license, publish, distribute, disclose, disseminate, reverse engineer, decompile, copy, or reproduce Products except as provided for in this Agreement. Reseller shall not use any Product as the part of Reseller's own product or service without express written approval of Voicent.
14. Reseller agrees that all of Voicent's rights, including but not limited to, intellectual property rights, trademarks, and copyrights, shall fully remain with Voicent. Reseller shall act merely as a reseller of Products, and shall gain no rights over Voicent or Products.

ACCEPTANCE AND TERMINATION

15. This Agreement shall become effective on and as of the date of execution of the Agreement by the parties to this Agreement.
16. Once accepted into the Program, this Agreement between Voicent and Reseller shall remain in force until cancelled by either party; Voicent may cancel the Agreement at any time for any reason, and Reseller may cancel with no less than forty-five (45) days written notice. Termination of the Agreement shall not relieve Reseller of the obligation to pay any monies due to Voicent. Upon termination Reseller shall lose all rights granted under this Agreement.
17. Both Voicent and Reseller agree that this Agreement does not establish an employer-employee relationship between Voicent and Reseller. Each party shall conduct its business at its own location with its own employees and resources, and at its own expense. Reseller shall not be construed to be a legal partner of Voicent. Neither party shall have the right to incur any obligations on behalf of the other, except as otherwise provided herein.
18. This Agreement shall be governed by the laws of State of California. If any provision is found to be non-binding then the remaining provisions shall remain in force. In case of litigation to resolve issues between the parties, the prevailing party is entitled to compensation for reasonable legal fees. Any actions brought under this Agreement shall be brought before the United States District Court, Northern California district.
21. VOICENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY WAY OF EXAMPLE BUT NOT OF LIMITATION, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VOICENT SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY CLAIM BY

RESELLER OR THIRD PARTY ON ACCOUNT OF OR ARISING FROM THE USE OF PRODUCTS.

22. Reseller shall not assign, transfer, and/or otherwise sell their rights in this Agreement without first obtaining in the writing the express permission Voicent.

24. This Agreement constitutes the entire Agreement and understanding between the parties. No term or provisions of this Agreement may be changed, waived, discharged without written approval of Voicent.

RESELLER'S DISCOUNT RATE

Resellers have the right to resell Voicent Software products. Voicent keeps the reseller's discount in simple and straightforward manner. In each quarter, for every 9 or more product license ordered, resellers will receive 30% discount rate. If the order is less than 9 but more than 1 copy, resellers will receive 20% discount rate. If you purchase 1 copy, we are unable to offer discount since we are unable to differentiate private use or resell purpose. However, you can resell your own software copy if you decide not to keep it after some use. Voicent license is transferrable. License transfer fee may apply. You can only transfer the license for the same software license and it must be within supported period by Voicent.

RESELLER PRODUCTS

Reseller can sell any Voicent products. However, the following products do not count toward the license and no discount will be given.

- Voicent voice modem
- Per incident support
- Support and maintenance contract
- Product Upgrade

Bundled package will be counted as one license. For example, Deluxe AutoReminder Package that includes AutoReminder Professional Edition and Text-to- Speech engine will be counted as one license.

RETURN POLICY

Since software is intellectual property, Voicent requires prepayment before issuing software license. No refund will be given once a license is issued.