

Version 1.3.7

SOFTWARE LICENSES - Copies of each manufacturer's end user license agreement ("License") applicable to the Product(s) listed on this Agreement, or on a subsequent Schedule identified to this Agreement, if any, may be obtained from www.voicedata.com. Customer acknowledges that it has downloaded and read a copy of the relevant License(s) applicable to the Product(s) purchased pursuant to this Agreement or a subsequent Schedule and that it agrees to be bound by the terms and conditions thereof.

WARRANTIES; DISCLAIMERS. - VDN represents and warrants that upon the sale of a Product to Customer, VDN will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right, power, and authority to sell, deliver or provide the same to Customer.

VDN warrants the products to the same extent as those offered by the original equipment manufacturer (OEM). Products sold under this Agreement are warranted: (i) to be free from defects in material and workmanship; and (ii) to operate in accordance with OEM published specifications or documentation accompanying each Product. If a Product fails to operate properly during the warranty period, Customer shall promptly notify VDN describing in detail how the Product failed or fails to be in conformance with the warranty and VDN shall, at its option, repair or replace the Product without charge or refund the purchase price upon return of the non-conforming Product to VDN. In the case of Software, Customer

TITLE; RISK OF LOSS; SECURITY INTEREST; REMEDIES UPON DEFAULT. Title to and ownership to each Product sold pursuant to this Agreement shall remain in VDN until payment is made in full, including any additional charges provided for herein. Risk of loss to the Products shall pass to the Customer upon shipment..

VDN reserves a purchase money security interest in and to the Products sold hereunder as security for performance of the Customer's obligations and may file the sales agreement together with any attachments thereto providing a description thereof as notice of such interest. Customer appoints VDN as its agent to sign and file a financing statement, if necessary to perfect VDN's purchase money security interest.

In the event Customer fails to pay according to this Agreement or an invoice or perform any of its obligations pursuant to this Agreement, VDN may, at its option, do any of the following: (i) terminate this Agreement, or any other agreement between VDN and Customer, upon notice to Customer; (ii) whether or not this Agreement is terminated, suspend further performance under the Agreement and any other agreement between the parties; (iii) retain all or a portion of the advance payment, if any, previously paid by Customer as an offset to Customer's liability for such default; and repossess the Products without waiver of VDN's rights herein. Customer shall in any event remain fully liable for damages resulting from breach including, but not limited to, all costs and expenses incurred by VDN on account of such breach including costs of arbitration and reasonable attorneys' fees. The rights afforded VDN hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

PRICE; PAYMENT; TAXES. - Customer agrees to pay the unit price of each item of hardware or software (collectively "Products") and/or service described in the Sales Agreement ("Agreement") together with any other itemized charges, fees and costs (the "Price"). Termination of this Agreement, except for breach by Voice & Data Networks, Inc., (VDN), shall not relieve Customer's obligation to pay the Price of the Products and Services received and accepted.

Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law. All prices are exclusive of applicable taxes or other charges imposed by law and are F.O.B VDN's site. All taxes or other charges will be added to the price and itemized or invoiced separately.