



## Channel Partner Agreement

<b>CONTENTS</b>		<b>PAGE #</b>
	<b>Agreement</b>	<b>2</b>
<b>1</b>	<b>Relationship of Parties</b>	<b>2</b>
<b>2</b>	<b>Territory, Services and Rates</b>	<b>2</b>
<b>3</b>	<b>Channel Partner Responsibilities</b>	<b>3</b>
<b>4</b>	<b>IP Communications Responsibilities</b>	<b>3</b>
<b>5</b>	<b>Commissions and Payments</b>	<b>4</b>
<b>6</b>	<b>Term of Agreement</b>	<b>4</b>
<b>7</b>	<b>Immediate Termination by Either Party</b>	<b>5</b>
<b>8</b>	<b>Immediate Termination by IP Communications</b>	<b>5</b>
<b>9</b>	<b>Effect of Immediate Termination by IP Communications</b>	<b>5</b>
<b>10</b>	<b>Representations</b>	<b>5</b>
<b>11</b>	<b>Non-Solicitation</b>	<b>5</b>
<b>12</b>	<b>Confidential Information, Trademarks and Service Marks</b>	<b>6</b>
<b>13</b>	<b>Email and Fax</b>	<b>6</b>
<b>14</b>	<b>Indemnification</b>	<b>7</b>
<b>15</b>	<b>Limitation of Liability</b>	<b>7</b>
<b>16</b>	<b>Notices</b>	<b>7</b>
<b>17</b>	<b>Choice of Law</b>	<b>7</b>
<b>18</b>	<b>Equitable Relief</b>	<b>7</b>
<b>19</b>	<b>Counterparts</b>	<b>7</b>
<b>20</b>	<b>Entire Agreement</b>	<b>7</b>
<b>21</b>	<b>Headings</b>	<b>7</b>
<b>22</b>	<b>Excusable Delay</b>	<b>8</b>
<b>23</b>	<b>Modifications</b>	<b>8</b>
<b>24</b>	<b>Non-Waiver</b>	<b>8</b>
<b>25</b>	<b>Severability</b>	<b>8</b>
<b>26</b>	<b>Successors and Assigns</b>	<b>8</b>

This Channel Partner Agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") between IP Communications, LLC, a Georgia company ("IP Communications"), with its principal offices at 1925 Vaughn Road, Suite 215, Kennesaw, GA 30314, and \_\_\_\_\_ ("Channel Partner") having its principal offices at \_\_\_\_\_, IP Communications and Channel Partner are collectively referred to as "Parties," and individually as a "Party".

IP Communications provides VoIP service and other integrated business services (collectively, the "Services") and desires to engage Channel Partner as an independent contractor to market and sell Services to customers.

Channel Partner desires, for a commission, to market and sell Services to customers.

1. **Relationship of Parties:** IP Communications appoints Channel Partner as an independent contractor in the capacity of an authorized sales agent to market and sell Services to customers; and by Channel Partner accepts this appointment.
  - a. **Non-Exclusivity.** Channel Partner will not have an exclusive right to market or sell the Services, and no franchise is granted to Channel Partner. No payment of any fee or equivalent charge is required of Channel Partner by IP Communications as a condition to this Agreement. IP Communications expressly reserves the right to market and sell the Services itself, and to contract with others to market and sell the Services. Nothing in this Agreement shall prevent IP Communications from making sales of any Services, either directly or through other agents or distributors, nor from taking over business negotiations at any stage thereof and conducting them directly with customers, and in such event, Channel Partner shall be entitled to receive commissions only in accordance with Section 5 of this Agreement.
  - b. **Subcontractor.** Channel Partner may use qualified employees, subagents, or others (collectively "Subcontractors") to market and sell the Services. Upon IP Communications' request, Channel Partner will provide a list of all Subcontractors. IP Communications reserves the right to reject any Subcontractor that Channel Partner may use to sell the Services. IP Communications will incur no obligation to Subcontractor, including the obligation to pay commissions. Channel Partner will enter into a written agreement with its Subcontractors that requires Subcontractors to comply with the terms of this Agreement. Channel Partner will indemnify, defend and hold IP Communications harmless from any and all costs (including reasonable attorneys' fees and expenses), damages and liabilities incurred by IP Communications arising directly or indirectly from (i) a Subcontractor's breach of this Agreement or (ii) a claim made by a Subcontractor against IP Communications.
  - c. **Independent Channel Partner, No Authority to Bind, Expenses, and Taxes.** This Agreement does not create a relationship between the Parties as one of employer and employee, franchisor and franchisee, or joint-ventures. This Agreement does not establish Channel Partner as IP Communications' representative or agent for any purpose other than the solicitation of orders for Services permitted hereunder. Channel Partner is not authorized to make contracts in IP Communications' name, transact any business in the name of IP Communications, to make any warranty or representation on behalf of IP Communications, or to assume or create any obligation or responsibility binding upon IP Communications. Channel Partner is responsible for the expenses and obligations it incurs in its efforts to solicit business customers for IP Communications. Channel Partner must pay all taxes due as a result of Commission payments made by IP Communications to Channel Partner.
2. **Territory, Services and Rates:** Channel Partner will have the right to market and solicit orders for the Services from customers located in the territory as set forth in the attached Appendices, as may be amended from time to time. If not stated in the Appendices, the territory will be those areas in the continental United States of America where IP Communications offers Services.
  - a. **Right to Modify Services, Service Rates, and Territory.** IP Communications has the right to (i) add, modify or delete Services from this Agreement; (ii) make any Service rate changes it deems necessary; and (iii) modify the territory. Notice of a modification under this Section will be provided via email to the Channel Partner's email address from IP Communications' management system, and Channel Partner must promptly communicate any such changes to customers or prospects with whom it is involved.

- b. **Order Acceptance, Discontinuation of Service or Cancellation.** IP Communications may, in its sole discretion and without any liability to Channel Partner, modify or reject any customer contract obtained by Channel Partner, and no customer contract will be binding until accepted by IP Communications. IP Communications reserves the right to suspend or discontinue providing any Service, and cancel any customer contract, in whole or in part, without any liability to Channel Partner. No commission will be due to Channel Partner in the event that a customer contract is refused, and IP Communications shall not be liable in any way to Channel Partner by reason of such refusal, including liability for Channel Partner's expenses and efforts.

3. **Channel Partner Responsibilities:** Channel Partner agrees that it will, at its own expense:

- a. Comply with all IP Communications' Policies (collectively, the "IP Communications Policies"), including, in the event of a conflict about whether a commission is due for a particular customer, the Channel Conflict Policy attached hereto.
- b. Comply with all revised IP Communications' Policies promptly, and in no case later than seven (7) days of notice. IP Communications may add additional IP Communications' Policies upon thirty (30) days notice to Channel Partner.
- c. Comply with all applicable federal, state or local laws, rules and regulations applicable to its performance under this Agreement.
- d. Use its best efforts to promote and market the Services, at the prices and on such other terms and conditions as IP Communications may from time to time determine and communicate to Channel Partner.
- e. Obtain and submit complete and accurate documentation as required by IP Communications, and maintain complete documents and records supporting its promotion and marketing of the Services.
- f. Not misrepresent the rates or Services, or make any warranties or other representations about the Services except those that are set forth in the written IP Communications sales literature.
- g. Perform other activities reasonably requested by IP Communications to assist in customer support, growth, retention and collections.
- h. Be responsible for the compatibility of any non-IP Communications software or hardware furnished separately by the Channel Partner to any customer with the Services.
- i. Provide monthly forecast and pipeline information to IP Communications as requested.
- j. Obtain new business sales of IP Communications' Services totaling a minimum of five hundred dollars (\$500) in monthly recurring charges ("Minimum Billing") for each calendar month ("Minimum Billing Period") during the term of this Agreement. The Minimum Billing Period will be a rolling period, and IP Communications has the right to assess the Minimum Billing at any point during the term of this Agreement. If Channel Partner fails to meet the Minimum Billing for more than two (2) consecutive Minimum Billing Periods, then IP Communications, at its sole discretion, will have the right to terminate the Agreement. Failure of IP Communications to exercise this right does not convey or create any additional right to the Channel Partner and does not change the Minimum Billing or the Minimum Billing Period.
- k. Obtain written approval of IP Communications prior to displaying or disseminating any marketing materials, advertising, promotional literature, and press releases.
- l. Maintain current regular and ongoing contact with IP Communications, such contact will include (i) providing IP Communications with Channel Partner's current email, primary postal address, and telephone numbers; and (ii) reading and acting upon all IP Communications correspondence and notices in a timely manner.

4. **IP Communications Responsibilities:** IP Communications agrees that it will:

- a. Provide any sales training to Channel Partner that IP Communications deems necessary to sell Services pursuant to this Agreement. IP Communications reserves the right to modify training and certification requirements in its sole discretion.

- b. Supply to Channel Partner, free of charge, such technical promotional material, literature, and bulletins as IP Communications deems necessary, and Channel Partner shall, at its own expense, distribute the same.
5. **Commissions and Payments:** IP Communications will pay Channel Partner a monthly commission, in the amount specified on the Commissions and Responsibilities Appendix, on the total monthly amount billed to customers who were marketed to by Channel Partner pursuant to this Agreement and entered into a customer contract with IP Communications. The commission due to Channel Partner specifically excludes hardware, taxes, universal service fund charges, surcharges, bad debt, regulatory charges, E911 charges, Local Number Portability (LNP) charges, Responsible Organization (RespOrg) charges or amounts that IP Communications is required by laws or other regulations to deduct.
- a. **Change in Commissions.** IP Communications may modify the Commission Rate tables attached to the Commissions and Responsibilities Appendix from time to time to reflect changes in costs, governmental laws and regulations, competitive pressures, and other factors in the marketplace. In the event that the modification will reduce commission percentages, then IP Communications will give Channel Partner thirty (30) days' prior written notice of any such modification. IP Communications may modify the commission rates on a case-by-case basis in cases where IP Communications extends special pricing to a Customer.
- b. **Payment of Commissions.** IP Communications will make the commission payment to Channel Partner by the last day of the month following the month when IP Communications receives payment from the Customer. IP Communications will pay the commission to Channel Partner for the first twelve (12) months that IP Communications provides Services to the Channel Partner's Customer and that the Channel Partner continues to provide services and support to the same, unless IP Communications' obligation to pay the Commission is terminated as specified by the terms of this Agreement. IP Communications will continue to pay the same commission to Channel Partner beyond the initial twelve (12) months, as long as Channel Partner maintains a minimum of \$250.00 in total sales per month. Commission payment, beyond the initial 12 months, for that Channel Partner's Customer will cease permanently if Channel Partner fails to meet the monthly minimum in total sales for three (3) consecutive calendar months. IP Communications will pay commissions based on the attached Commissions and Responsibilities Appendix.
- c. **Customer Failure to Pay for Services.** IP Communications will have the right to discontinue paying Commissions to Channel Partner if their Customer fails to make their monthly payment. If Customer resumes making its monthly payments then IP Communications will pay to Channel Partner the commission owed to Channel Partner less the costs of collection activities and write-off, if any.
- d. **Customer Cancellation.** If a Customer cancels its Service within thirty (30) days of the billing start date, (or if IP Communications cancels Customer for failure to make payment or a breach of the customer agreement within such thirty (30) day period), then IP Communications will not make commission payments for revenues received for this time period.
- e. **Commission Payment Disputes.** Channel Partner must provide written notice of Commission payment errors to IP Communications within ninety (90) days from the Commission payment date. If Channel Partner fails to make the forgoing complaint within the time period stated, then IP Communications will have no obligation to take any action to address the complaint, and the original Commission payment will be considered complete and satisfied.
6. **Term of Agreement:** The initial term of this Agreement is one (1) years from the Effective Date ("Initial Term"), unless modified or terminated earlier pursuant to the terms of this Agreement. After the Initial Term concludes, the Agreement will renew for subsequent one (1) year terms until terminated by either Party. Either Party may terminate this Agreement after the Initial Term upon providing thirty (30) days written notice to the other Party of its intent to terminate.
- a. **Termination by IP Communications.** If IP Communications terminates the Agreement for any reason other than a breach by Channel Partner, IP Communications will pay Channel Partner Commission at Channel Partner's then-current Commission percentage until such time as the earlier to occur: (i) IP Communications discontinues providing Services to Customer; or (ii) Channel Partner fails to provide support and services to Customer, as evidenced by such Customer's complaint to IP Communications.

- b. **Termination by Channel Partner.** If Channel Partner terminates the Agreement, IP Communications will pay Channel Partner Commission at Channel Partner's then-current Commission percentage until such time as the earlier to occur: (i) IP Communications discontinues providing Services to Customer; (ii) Channel Partner fails to provide support and services to Customer, as evidenced by such Customer's complaint to IP Communications; or (iii) the twelve (12) month anniversary of the termination date.
7. **Immediate Termination by Either Party.** Either Party will have the right to terminate the Agreement immediately upon providing written notice upon the occurrence of any of the following events by the other Party:
- a. The Party's insolvency, bankruptcy, receivership, dissolution or making any assignment for the benefit of creditors.
  - b. Failure to comply with any applicable federal, state or local laws, rules and regulations applicable to the Party's performance under this Agreement.
  - c. The criminal indictment or conviction of the other Party or any officer, director, major stockholder, or employee of the other Party, or Subcontractor of Channel Partner that either materially affects the Party's ability to carry out its obligations under this Agreement or involves moral turpitude or claims of dishonesty.
  - d. Any civil judgment against the other Party, or any officer, director, major stockholder, employee of the other Party, or Subcontractor of Channel Partner that either materially affects the Party's ability to carry out its obligations under this Agreement or involves moral turpitude or claims of dishonesty.
  - e. A violation of the Confidentiality, Trademark and or Service Mark.
8. **Immediate Termination by IP Communications:** IP Communications will have the right to terminate the Agreement immediately upon providing written notice upon the occurrence of any of the following events by Channel Partner:
- a. Channel Partner's intentional or willful misrepresentation of the Services or the cost of the Services; or
  - b. if Channel Partner breaches the Agreement three (3) or more times (even if such breaches were cured).
  - c. A violation of any IP Communications' policy provided to Channel Partner in writing or posted at IP Communications website.
9. **Effect of Immediate Termination by IP Communications:** IP Communications will have no further obligation to pay Commissions to Channel Partner if IP Communications terminates the Agreement.
- a. **Termination Obligations:** Immediately upon termination of this Agreement, Channel Partner will (i) stop marketing and selling the Services; (ii) at IP Communications' option, destroy or deliver to IP Communications all materials relating to IP Communications; (iii) discontinue the use of any Trademarks or Service Marks and (iv) stop representing itself as a Channel Partner or any other representative of IP Communications.
10. **Representations:** Channel Partner represents that: (i) it will perform its obligations under this Agreement in a legal, ethical and professional manner; (ii) it has full authority to perform its obligations under this Agreement; (iii) its execution, delivery and performance under this Agreement do not violate any law, statute, or governmental regulation or infringe on the rights of any third party; it will do nothing to interfere with the sales, marketing or implementation of the Services by IP Communications or other referrers of potential customers; (iv) it is not bound by any other agreements or obligations that interfere with this Agreement; and (v) the person executing this Agreement has the authority to bind it.
11. **Non-Solicitation:** Channel Partner agrees that during the term of this Agreement and for twenty-four (24) months after termination of IP Communications' obligation to pay Commissions to Channel Partner, Channel Partner will not knowingly contact, solicit the business of, or accept orders from (collectively, "Solicit"), any customer for the purpose of moving such customer from IP Communications or switching such customer to another provider of services similar to those provided by IP Communications. Nothing herein will restrict Channel Partners right to Solicit customers for services that are not available from IP Communications.

- a. **IP Communications Employees.** During the Term and for one (1) year following the termination of the Agreement, Channel Partner will not solicit, hire, contract with or retain any of IP Communications' directors, officers, employees, or assignees without IP Communications' prior written consent.
12. **Confidential Information, Trademarks and Service Marks:** During the Term of this Agreement and for two (2) years after the termination of IP Communications' obligation to pay Commissions to Channel Partner, each Party will protect the terms and conditions of this Agreement, all non-public information and material regarding the business of IP Communications (collectively, "Confidential Information") as strictly confidential, using the same level of care as it affords its own Confidential Information, but in any event, at least reasonable care. Without the prior written consent of the disclosing Party, the Party receiving the Confidential Information of the other party will not use or disclose (and will use its best efforts to cause its employees and representatives not to use or disclose) to any other person or entity any Confidential Information, except as and only to the extent necessary to: (i) perform its duties under this Agreement, including solicitation of sales; (ii) obtain any required governmental approvals; or (iii) comply with laws or as otherwise required by a court of competent jurisdiction, but only to the extent of such requirement, provided that before making such disclosure the reviewing Party shall give the disclosing Party written notice of such disclosure and provide an adequate opportunity to interpose an objection or take action to ensure confidential handling of such information.

Confidential information will not include any information of the disclosing Party that: (i) is already known to the receiving Party free of any obligation of confidence when communicated; (ii) is or becomes publicly known through no wrongful act of the receiving Party; (iii) is received from a third party free to disclose it to the receiving Party; (iv) is communicated to a third-party for general distribution with the prior written consent of the disclosing Party; or (v) is developed by employees of the receiving Party independently of and without reference to the Confidential Information.

- a. **Trademarks and Service Marks.** During the term of this Agreement, IP Communications grants Channel Partner a limited, nonexclusive and non-transferable right to use service marks, trademarks, trade name, and logo design of IP Communications ("Marks") in marketing materials only in conjunction with its marketing of Services under this Agreement. Usage of the Marks in any Marketing Materials must be approved in writing in advance by IP Communications. IP Communications will have the right to request and Channel Partner will provide samples of the use of the Marks in the Marketing Materials. Channel Partner may not use any Marks in domain names or meta-tags. Channel Partner may not use the Marks in any bulk email marketing campaign unless approved in advance in writing by IP Communications.
13. **Email and Fax Marketing: Email.** Channel Partners must refrain from conducting unsolicited email campaigns to market IP Communications' Services and in all cases comply with state and federal regulations regarding email communications, including the CAN-SPAM Act.

***All email campaigns must be pre-approved in writing by IP Communications. However, IP Communications' pre-approval does not relieve Channel Partner of its obligations to adhere to all federal, state, and local laws rules and regulations.***

**Fax.** According to revised rules, effective August 25, 2003, of the Telephone Consumer Protection Act of 1991, the transmission of "unsolicited advertisements" to fax machines is prohibited and the FCC may impose penalties of up to \$11,000 per violation. Advertisers must have a signed consent form from all recipients of such faxes unless they have an "established business relationship" with the recipient. The "established business relationship" exemption is very strictly defined in the rules and the exemption is not longer available as of January 1, 2005. IP Communications requires that you obtain prior written consent if sending fax advertisements and that you keep verifiable records of such written consents.

***IP Communications strongly recommends that all IP Communications Channel Partners seek the advice of legal counsel with expertise in these matters before planning any marketing campaigns that utilize emails or faxes and prior to submitting such campaigns to IP Communications for written approval.***

- a. **Prior Approval Required:** IP Communications requires Channel Partners to obtain IP Communications' prior written consent before sending advertising materials in any format. Channel Partner agrees to fully indemnify IP Communications for any claims, fines, settlements or other monetary payments (including but not limited to attorneys' fees and expenses and court costs) related to unauthorized distributions or distributions that violate any federal, state or local law, rule or regulation. The use any of IP Communications' trademarks, trade names, service marks, insignia, or symbols on Channel Partner's websites, marketing materials or other collateral requires prior approval from IP Communications. If you would like to add IP

Communications trademarks or symbols to your website or other materials, please send a copy of the material or link to the site where you will display IP Communications trademarks to your IP Communications Channel Manager for approval.

14. **Indemnification:** Channel Partner will indemnify, defend and hold harmless IP Communications against any claims, losses, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) that arise directly or indirectly out of: (i) the breach of any representation, warranty, or provision of this Agreement; (ii) any infringement by Channel Partner of any right belonging to a third party; and (iii) the activities performed by Channel Partner under this Agreement
  15. **LIMITATION OF LIABILITY:** EXCEPT FOR LIABILITIES ARISING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY OR CHANNEL PARTNER'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF IP COMMUNICATIONS HEREUNDER, FROM ALL CAUSES OF ANY KIND, IN ANY AND ALL CATEGORIES, INCLUDING BUT NOT LIMITED TO MISTAKE, NEGLIGENCE, ACT OR OMISSION, INTENTIONAL ACTS, AND BREACH, EXCEED IN THE AGGREGATE, THREE (3) MONTH'S COMMISSION PAID TO CHANNEL PARTNER UNDER THIS AGREEMENT.
  16. **Notices: Notices from IP Communications.** IP Communications will provide notice in writing, at its option, by email, US Mail or overnight courier, and such notice will be deemed to be delivered when (i) sent by email; (ii) received by US Mail; or (iii) the next business day when sent by overnight courier. All notices will be directed to Channel Partner at the email address, mail address or to such other address as Channel Partner may, from time to time, designate by notice to IP Communications.
    - a. **Notices from Channel Partner.** All notices will be in writing and will be deemed to be delivered when received by US Mail or the next business day when sent by overnight courier. All notices will be directed to IP Communications at the addresses given below or to such other address as IP Communications may, from time to time, designate by notice to Channel Partner.
- IP Communications, LLC**  
**1925 Vaughn Road**  
**Suite 215**  
**Kennesaw, GA 30144**
17. **Choice of Law; Arbitration:** This Agreement will be governed in all respects by the laws of the State of Georgia without regard to its conflict of laws provisions. Binding arbitration will be the only remedy for resolution of disputes between the Parties. Such dispute shall be submitted for arbitration in Atlanta, Georgia under the rules of the American Arbitration Association. The arbitrator's decision will be final and entered into any court of competent jurisdiction. The prevailing Party will be entitled to recover its attorneys' fees and costs in connection with such arbitration.
  18. **Equitable Relief.** In the event of either Parties' breach of this Agreement, each Party agrees that money or damages would not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, and without waiving the right to arbitration, the non-breaching Party will be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining and restraining the breaching Party from continuing such breach and the payment by the breaching Party of all costs associated with litigation, including attorneys' fees.
  19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will constitute an original, and all of which together will constitute one Agreement.
  20. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous statements, promises, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
  21. **Headings.** The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

CAW20070118 7

- 22. **Excusable Delay.** Neither Party will be liable for delays nor failure to perform its obligations under this Agreement, which delay or failure was caused by events such as acts of God, war, terrorist acts, power failure, acts of government, or any other cause beyond the reasonable control of that Party. If such an event occurs, the Party whose performance is hindered will give notice to the other Party providing the nature of the delay and an estimate of time that delay will continue, and the delayed Party will resume performance of its obligations as soon as possible after the end of the event.
- 23. **Modifications.** This Agreement will not be supplemented, modified or amended without the written approval of both Parties.
- 24. **Non-Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or will constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor will such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver will be binding unless executed in writing by the Party making the waiver.
- 25. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, then such provision will be treated as severable and the remaining provisions will remain in full force and effect.
- 26. **Successors and Assigns.** Neither this Agreement nor any of the rights, obligations, or duties of either Party can be assigned or delegated to any other entity without the prior written consent of the other, which consent will not be unreasonably withheld, except that IP Communications may assign all of its rights and obligations hereunder to a subsidiary, affiliate, successor or purchaser of IP Communications. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

In witness whereof, the Parties have entered in to this Agreement as of the Effective Date first set forth above.

IP Communications, LLC

By:

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

1925 Vaughn Road, Suite 215  
Street Address

\_\_\_\_\_  
Street Address

Kennesaw, GA 30144  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

(678) 460-1475  
Phone

\_\_\_\_\_  
Phone

(678) 868-1606  
Fax

\_\_\_\_\_  
Fax

Channel Partner must return two (2) fully completed original Channel Partner Agreement packages which are to include: (A) Channel Partner Agreement, (B) Commissions and Responsibilities Appendix, (C) Channel Conflict Policy, (D) IP Communications Mutual Non-Disclosure Agreement and (E) a completed IRS W-9 Form. Return to IP Communications at: IP Communications, 1925 Vaughn Road, Suite 215, Kennesaw, GA 30144.