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BY INSTALLING, ACCESSING OR OTHERWISE USING THE SIP PRINT™ DEVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHTS TO INSTALL, ACCESS OR OTHERWISE USE THE SIP PRINT™ DEVICE AND SHOULD NOT INSTALL, ACCESS OR USE THE SIP PRINT™ DEVICE AND THE SOFTWARE INCLUDED THEREIN.

RECITALS

- A. SIP PRINT has developed hardware devices and software for voice recording, communication analysis, data collection and data analysis including EXPRESS, SMB, SME, CALL ACCOUNTING, ARS System, SIP CARE and CALEA.
- B. Licensee has purchased a SIP PRINT™ device that includes certain Software.
- C. Licensee will be using the SIP PRINT™ device and Software for voice recording, communication analysis and management, data collection, and data analysis and management.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

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- 3.2 SIP PRINT will provide support during the hours of 8:00 a.m. and 5:00 p.m. Eastern time, Monday through Friday.

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- 9.1 Governing Law. The laws of the State of California shall govern the validity, enforcement and performance of this Agreement.
- 9.2 Jurisdiction; Venue. The parties expressly stipulate that all litigation under this Agreement shall be brought in state or federal courts in the State of California.
- 9.3 Severability. In the event that any of the provisions of this Agreement are held to be unenforceable, such unenforceability shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable provisions had never been contained herein.
- 9.4 Assignment. Licensee may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise. Any attempt to assign this Agreement shall be null and void.
- 9.5 Nonwaiver. The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.
- 9.6 No Agency. This is a license agreement. No agency, partnership, joint venture or other joint relationship is created hereby. Neither party hereto nor its agents has any authority to bind the other in any respect whatsoever.
- 9.7 Attorneys Fees. In any litigation or arbitration between the parties, the prevailing party shall be entitled to reasonable attorney fees and costs of proceedings incurred in enforcing this Agreement.
- 9.8 Entire Agreement. This Agreement supersedes all proposals, oral or written, all negotiations, conversations or discussions between the parties relating to this Agreement and all past course of dealing and industry custom.

Questions concerning this Agreement should be directed to:

SIP PRINT, Inc.

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