SALES REPRESENTATIVE AGREEMENT

THIS SALES REPRESENTATIVE AGREEMENT ("Agreement") is entered into as of [MONTH] [DAY], [YEAR] by and between [COMPANY NAME], a [COMPANY STATE OF FORMATION] corporation with offices at [COMPANY ADDRESS] (the "Company") and [PARTNER NAME], [PARTNER STATE OF FORMATION] [PARTNER TYPE OF ENTITY] with offices at [PARTNER ADDRESS] (the "Partner").

RECITALS

Partner is familiar with the business of telecommunications services.

Company wishes to engage Partner in accordance with the terms hereof, to identify opportunities within the Territory, defined herein, for Company to license its proprietary software (the "Company").

The parties therefore agree as follows:

1. Referrals. Partner will identify specific projects or other potential transactions in the Territory that involve licensing Company Software (each such project or potential transaction, a "Prospect") and provide to Company a completed copy of the form attached hereto as [EXHIBIT C] (the "Prospect Form") with respect to such Prospect, in order to allow Company to evaluate the appropriateness of targeting such Prospect. Within [NUMBER OF DAYS] of receipt of the complete Prospect Form, Company will either accept or reject such Prospect. If Company has not responded within such [NUMBER OF DAYS] period, a Prospect will be deemed rejected. Upon acceptance by Company, a Prospect will become a "Referred Prospect" and Partner will assist Company, as requested by Company, in consummating a license agreement related to such Referred Prospect. Simple provision of a phone list, "Rolodex dump" or other non-qualified and/or non-specific referral by Partner does not meet the requirements of this Agreement, and shall not entitle Partner to any Commission, defined below, or other compensation.

2. Commission. For each Referred Prospect that results in a license of the Company Software, Company shall pay to Partner compensation (the "Commission") pursuant to [SECTION 1] of [EXHIBIT A]. If a rejected Prospect both results in a license of the Company within [NUMBER OF MONTHS] of submission by Partner and was NOT targeted, engaged in discussions, negotiations or other communications with Company prior to submission by Partner, then Company shall pay a modified Commission, as specified in [SECTION 2] of [EXHIBIT A], to Partner. For the avoidance of doubt, it is understood that within large entities, more than one project or potential transaction may exist at any given time, and Partner will not receive any compensation in respect of such other projects or transactions.

3. Independent Contractor. Partner is authorized and shall be permitted to represent itself as a representative for Company solely for the purposes of carrying out its obligations under this Agreement. Partner shall not have the authority to legally bind Company to any third person in any way, or act as an agent for Company . Partner shall not be deemed an employee or servant of Company . Partner shall select its employees, if any, and such employees shall be under the exclusive and complete supervision and control of Partner, not of Company. Partner shall be solely responsible for full payment of wages and other compensation to all employees engaged by it in the performance of this Agreement, and for full compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, working conditions and payment of taxes, such as unemployment, Social Security and other payroll taxes, including applicable contributions from its employees required by law.

4. Term. This Agreement shall be effective upon date set forth above, and shall continue for [NUMBER OF MONTHS] unless earlier terminated or renewed as provided below.

5. Termination and Renewal. Either party may terminate this Agreement at any time by providing [NUMBER OF DAYS] written notice to the other party. If Partner terminates this Agreement, Partner will receive Commissions that become due through the effective date of termination and Partner will have no further right to any additional Commissions. If Company terminates this Agreement, then Company shall pay Partner any commissions it is entitled to receive under the terms of this Agreement for [NUMBER OF MONTHS] after the effective date of termination. However, if Company terminates this Agreement due to breach by Partner, Company shall have no further obligation to pay and Partner shall have no right to receive any further Commissions that would have become due after the effective date of termination. The parties may renew or extend this Agreement at any time by mutual written agreement.

6. Costs and Expenses; Licensing. The Parties shall each be responsible for their own costs and expenses of performing their obligations hereunder. Partner is solely responsible for complying with all applicable laws, rules and regulations, including, without limitation, licensing, brokerage or agency requirements, costs and fees. If any such costs or fees or any taxes or other charges are imposed on Company, the Commissions will be paid to Partner net of any such amounts.

7. Non-Competition. During the term of this Agreement Partner (i) shall, within the Territory, work exclusively with Company in the negotiation and consummation of agreements relating to products or services similar to or competitive with Company services and products; and (ii) shall not market or solicit service providers for products or services similar to or competitive with Company services and products.

8. Indemnification. Partner shall indemnify and hold Company, its stockholders, officers, directors, employees and representatives harmless from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, fraud, material misrepresentation, gross negligence, intentional misconduct or violation of any applicable law or governmental regulation by Partner.

9. Notices. Any notice given in connection with this Agreement shall be given in writing and delivered by hand, courier, U.S. mail, overnight delivery or facsimile to the address below and shall be effective the next business day after delivery. A party may change its notice address hereunder via written notice of such change.

If to COMPANY: [COMPANY NAME]

[COMPANY ADDRESS]

Attn: [COMPANY ATTENTION NAME]

PHONE: [COMPANY PHONE NUMBER]

FAX: [COMPANY FAX NUMBER]

If to PARTNER: [PARTNER NAME]

[PARTNER ADDRESS]

Attn: [PARTNER ATTENTION NAME]

PHONE: [PARTNER PHONE NUMBER]

FAX: [PARTNER FAX NUMBER]

10. Force Majeure. The parties' obligations under this Agreement are subject to, and neither party shall be liable for, delays, failures to perform, damages or losses due to any cause beyond the party's reasonable control.

11. No Waiver. The failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof shall not be construed as waiver of any other provision of this Agreement.

12. Assignment; Amendment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement may not be amended except by an instrument in writing, executed by an authorized representative of the parties.

13. Severability. If any term or provision of this Agreement is determined to be illegal or unenforceable such provisions shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

14. Alternative Dispute Resolution. Notwithstanding anything to the contrary herein, any dispute arising pursuant to or in any way related to this Agreement or the transactions contemplated hereby, which cannot be resolved by negotiation, will be settled by binding arbitration in New York, New York, in accordance with the International Arbitration Rules and Procedures, provided, however, that nothing in this section will restrict the right of either party to apply to a court of competent jurisdiction for emergency relief pending final determination of a claim by arbitration in accordance with this section. Each party will pay its own expenses associated with such arbitration, except for the costs of the arbiter, which cost will be borne equally by the parties. The decision of the arbiter, based upon written findings of fact and conclusions of law, will be binding upon the parties, and judgment in accordance with that decision may be entered in any court having jurisdiction thereof. In no event will the arbiter be authorized to grant any punitive, incidental or consequential damages of any nature or kind whatsoever. The parties, their representatives, other participants and the arbiter will hold the existence, content, and result of mediation and arbitration in confidence to the maximum extent permitted by law.

15. Governing Law; Consent to Jurisdiction. This Agreement and all matters arising here from shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the choice or conflicts of law provisions thereof. Each of the parties irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York City, New York for the purpose of any suit, action, proceeding or judgment which indirectly or indirectly relates to or arises from this Agreement, except that nothing herein shall prevent a party from enforcing in any court having jurisdiction over the other party hereto any judgment, order or decree issued by a state or federal court of New York (or an appellate court issuing the same on appeal therefrom).

16. FCPA. Partner acknowledges that it is aware of the provisions of the United States Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1, et seq. ("FCPA"), and that it will comply therewith. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to Company, violation of the FCPA shall be grounds for immediate termination of this Agreement without further liability on the part of Company.

17. NO UNANNOUNCED MODIFICATIONS. By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, Partner represents to Company that Partner has not made any changes to such document from the draft(s) most recently provided to Partner by Company, unless Partner has expressly called such changes to Company's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

IN WITNESS WHEREOF, the parties have executed this Sales Representative Agreement as of the date written above.

[COMPANY NAME]

By:

 (Authorized Signer)

Name: [COMPANY SIGNATORY NAME]

Title: [COMPANY SIGNATORY TITLE]

Date: [COMPANY SIGNATURE DATE]

[PARTNER NAME]

By:

(Authorized Signer)

Name: [PARTNER SIGNATORY NAME]

Title: [PARTNER SIGNATORY TITLE]

Date: [PARTNER SIGNATURE DATE]

EXHIBIT "A"

COMMISSION SCHEDULES

1. Licenses to Referred Prospects

For all licenses for the Company Software purchased in connection with a Referred Prospect within the longer of:

1.01 [NUMBER OF MONTHS] after receipt by Company of the initial Prospect Form from Partner for such Referred Prospect; or

1.02 [NUMBER OF MONTHS] after the latest sales assistance provided to Company, at Company 's request, by Partner with respect to such Referred Prospect,

Company will pay to Partner five percent (5%) of the license fees actually received by Company in respect of such licenses, net of any third-party collection costs.

2. Licenses to Rejected Prospects

For all licenses sold to any rejected Prospect within [NUMBER OF MONTHS] after that Prospect was rejected by Company, Company will pay to Partner five percent (5%) of the license fees actually received by Company in respect of such licenses, net of any third-party collection costs, provided the following criteria are met:

2.01 Company was not engaged in discussions, negotiations or other communications with the Prospect prior to submission of the Prospect Form by Partner;

2.02 Company had not been provided a referral or similar contact information for the Prospect prior to submission of the Prospect Form by Partner;

2.03 Company had not otherwise targeted the Prospect prior to submission of the Prospect Form by Partner; and

2.04 The Prospect Form submitted in respect of such Prospect was complete, and included both an appropriate contact person, with whom Partner had some sort of relationship, and reasonable detail with respect to the potential transaction.

3. Limitations

For the avoidance of doubt, it is understood that Partner will not be paid any Commission or any other compensation in respect of:

- licenses purchased after the time periods described above,

- licenses for which Company is not paid,

- any licenses for any third-party software,

- hardware,

- maintenance, or

- training, installation or other services.

EXHIBIT "B"

Territory

Partner is only authorized to act as a sales representative for Company hereunder in the following countries, regions and/or with respect to the following target accounts:

EXHIBIT "C"

Prospect Form

Entity Name: [PARTNER COMPANY NAME]

Entity Address: [PARTNER ADDRESS]

Contact Name: [PARTNER CONTACT NAME]

Contact Email: [PARTNER CONTACT EMAIL ADDRESS]

Contact Phone: [PARTNER CONTACT PHONE NUMBER]

Contact Fax: [PARTNER CONTACT FAX NUMBER]

Project Name, or other potential transaction: