
Standard Service Contract

The Client: _____

Attn: _____

The Seller/ Service Provider:

Voice Print International, Inc.
(hereinafter referred to as "VPI")

The Client requires VPI to supply maintenance and service to its Voice Print Digital Voice Logging system. VPI has agreed to maintain and service the Client's Voice Print Digital Voice Logging system. That system may include Quality Assurance ("QA") and/or Screen Capture features, as detailed in the Purchase Agreement to which this Contract applies. The parties have agreed that VPI shall supply maintenance services on the terms and conditions set forth in this Contract.

Computer Equipment and Software

Computer Equipment and Software as per Purchase Agreement Number: _____.

Commencement Date

For the purpose of this Contract, "Commencement Date" shall be the latter of a) the date the Voice Print Digital Voice Logging system is installed, or b) the date payment in full is received by VPI for the Purchase Agreement referenced above.

Term

This Contract commences on the Commencement Date and shall remain in force for one (1) year, at which time it will be automatically renewed unless terminated by either party by written notice to the other party within thirty (30) days prior to the expiration of the original or prior year's Service Contract. Payment for the term is due upon execution of this Contract. Service will not commence until payment is received by VPI.

Scope of Services

VPI agrees to provide Maintenance Services at the Designated Premises to keep the Digital Voice Logging system in, or restore it to, good working order. Service will be performed during hours set forth in the Contract. Services requested or required by the Client outside these hours will be charged at VPI's then current schedule of rates and will be in addition to the Charges contained in this Contract. Where the Client requests additional services outside the scope of this contract, VPI may provide those services at standard time and material rates and conditions then in effect.

Service

Support will include:

- Free technical phone support Monday through Friday from 6:00 AM to 6:00 PM PST.
- Free remote access support Monday through Friday from 6:00 AM to 6:00 PM PST.
- Guaranteed 24-hour response time Monday through Friday.
- Free Voice Print® software upgrades within a version.
- Discounted pricing on VPI software upgrades to next version, excluding hardware.
- Free replacement parts (voice cards, disk drives, power supplies, fans, etc.).
- 35% discount off VPI current standard labor rates for hourly on-site labor, no minimum hour requirement.
- Freight charges for the return of defective equipment are the Client's responsibility. Voice Print will pay for all warranty service shipping charges to Client's site.

Maintenance Services do not include service where a defect is caused by:

- Improper use;
- Failure by the Client to provide a suitable physical environment;
- Alterations, amendments or attachments to the System that have not been approved in writing by VPI;
- Fire, flood, lightning, earthquake and any other events over which VPI has no control;

- Service work not performed by VPI.

Warranties

VPI warrants that where it is providing services to the Client under this Contract:

- All work will be carried out with due care and attention;
- VPI will use suitably qualified personnel; and
- All service parts supplied as part of Maintenance Services will be new or as-new, in good working order and at least functionally equivalent to the item replaced.
- VPI makes no warranty, express or implied, of merchantability or fitness for a particular purpose; all equipment and service are provided as is.

Responsibilities of the Parties**VPI**

- VPI will satisfy itself that the System is in reasonable working order and condition at the Contract Commencement Date.
- VPI will take reasonable steps to identify and confirm the nature of the problem reported by the Client prior to going to the Designated Premises.

The Client

The Client shall give VPI reasonable access to and use of the general facilities and services of the Client's premises in order to enable VPI to perform its obligations under this Contract. The Client will appoint the appropriate and authorized persons from its staff to liaise with VPI. The Client will ensure that such staff is reasonably available to VPI as required for consultation and guidance with regard to all information, facilities and services reasonably required by VPI for the performance of its obligations under this Contract.

The Client will be responsible for:

- The procurement and/or provision of, all computer supplies and consumables and;
- Any regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the equipment;
- The correct use of the Computer Equipment and Software in accordance with the manufacturer's operating instructions; and
- The security and integrity of the backup and recovery of the Software and Data.

Charges and Payments

Additional services that fall outside the scope of Maintenance Services identified in the Contract shall be charged to the Client in accordance with VPI's standard rates applicable at that time. The Charges shall be invoiced in advance. Where VPI performs additional services, such services shall be invoiced monthly in arrears. Client agrees to pay applicable VPI labor charges if VPI service personnel investigate and determine that Client's issues were NOT caused by VPI software or VPI provided hardware. VPI shall include sufficient details in each invoice to enable the Client to identify the particular service, which is the subject of the invoice. The Client shall pay VPI's invoice within 30 days from the date of receipt. VPI will send notification if account becomes delinquent (30 days past due date listed on invoice). Payment of the delinquent account must be received by the deadline given on this notification in order to avoid interruption of service. If payment is not received by the deadline given on this notification, a one time late fee of not more than 5% on any outstanding amount will be charged and service will remain suspended, or may be terminated in accordance with the terms of this Contract. VPI may seek a review of Charges applicable under this Contract to be effective from the next anniversary of the Commencement Date.

Termination by Either Party on Notice

If one party defaults in the performance of any of its obligations under this Contract and, either:

a) the default is capable of being remedied, and, within ten (10) working days of notice by the non-defaulting party specifying the default, is not remedied; or b) the default is not capable of being remedied, the non-defaulting party may immediately terminate, or temporarily suspend the operation of, this Contract, at its sole discretion.

Any past due balances on the Client's account due to VPI, are considered a default on the part of the Client.

On Termination

Upon termination each party shall be regarded as discharged from any further obligations under this Contract. All unpaid balances on the Client's account shall be considered due upon termination.

Disputes and Remedies

The parties agree to use their best efforts to resolve any dispute that may arise under the Contract through good faith negotiations. No party shall commence any arbitration or litigation in relation to this Contract unless it has first invited an authorized executive or officer of the other party to meet with its authorized executive or officer for the purpose of endeavoring to resolve the dispute on mutually acceptable terms. Any dispute arising under this Contract that cannot be settled by negotiation between the parties or their respective representatives shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party. The parties shall continue to perform their obligations under the Contract as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation. In any action to enforce this Contract, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

Limitation of Liability

VPI will not under any circumstances be liable under the law of tort, contract or otherwise for any loss of profits, loss of business or loss of savings or for any indirect or consequential loss or damage, however caused, arising out of or in connection with the performance or non-performance of this Contract.

Force Majeure

Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Contract if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Contract, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure"). The party unable to fulfill its obligations due to Force Majeure will immediately:

Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

Use all responsible endeavors to avoid or remove the cause and perform its obligations.

Waiver

No delay, neglect or forbearance by either party in enforcing against the other any provision of this Contract will be a waiver, or in any way prejudice any right, of that party.

Assignment

Neither party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other party, which may not be unreasonably withheld.

Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of California.

Miscellaneous

If there are any discrepancies between the maintenance provisions of this Service Contract and the original equipment purchase contract, the terms and conditions of the original purchase contract shall rule.

All changes to this Contract must be made in writing and signed by both parties.

Maintenance Fees:

Year	Standard Service Contract	✓check	Invoice Options	✓check
1	\$		Quarterly**	
2	\$		Annually	
3	\$		Prepay***	
4	\$			
5	\$			
Total	\$			

**** A 5% ADMINISTRATIVE FEE WILL APPLY**

***** A 10% DISCOUNT WILL APPLY**

Accepted by: _____

Client Signature

Date _____

Designated Premises: _____

Agreed: _____

Voice Print International, Inc.

By: _____

Signature

Name/Title