



The Aastra Reseller Application and Agreement



Explore the advantages of joining Aastra's Reseller Program

- Partner with Aastra, a leading supplier of a wide variety of innovative, open-standard SIP based VoIP desktop, ipPBX systems and wireless terminals.
- Promote feature-rich products offering above average margins and a simplified customer friendly deployment design.
- Get key insight and support to help you succeed in the high growth VoIP environment.
- Grow your VoIP customer base and expand your product knowledge
- The Aastra Reseller Program is designed to reward Resellers/Dealers who are committed to promoting and selling Aastra VoIP and mobility products. This exciting program offers tangible incentives to resellers/dealers who achieve sales targets as well as training and sales support for Aastra products.
- Qualified program participants can obtain benefits such as:
 - AastraDollars: Rebate credits for designated Aastra products that can be used to obtain free product and goods.
 - Invitations to exclusive training webinars
 - Access to Aastra's InfoChannel an exclusive community for Aastra Resellers.

resellers@aastra.com

Aastra Reseller Program Application

By completing this Application and the attached Aastra Reseller Program Agreement

Note, you are applying to join the Aastra Reseller Program and understand that Aastra reserves the right to accept or reject any application.

PLEASE FILL OUT ALL AREAS OF THE FORM. Fax back to "RESELLER PROGRAM" at 905-760-4233 or email resellers@Aastra.com when complete.

COMPANY INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____ ZIP/POSTAL: _____

COUNTRY: _____ MAIN PHONE#: _____ FAX: _____

PRIMARY CONTACT NAME FOR AASTRA: _____ TITLE: _____

EMAIL: _____ PRIMARY CONTACT PHONE#: _____

COMPANY WEBSITE URL: _____

PLEASE INDICATE THE NAME OF YOUR MAIN AASTRA AUTHORIZED DISTRIBUTOR: _____

PLEASE INDICATE THE NAME OF ANY OTHER OF YOUR PRIME DISTRIBUTORS: _____

PLEASE INDICATE THE MAIN LINE OF BUSINESS YOU ARE IN: I.E. VOICE / INTERCONNECT, DATA VAR, CARRIER OR OTHER (SPECIFY) _____

PLEASE INDICATE THE TOTAL DOLLAR AMOUNT OF AASTRA IP PRODUCTS PURCHASED IN THE PREVIOUS QUARTER FROM AUTHORIZED AASTRA DISTRIBUTORS: _____

PRIME CONTACTS

PRIMARY CONTACT FOR SALES: _____ TITLE: _____

EMAIL: _____ PRIMARY CONTACT PHONE#: _____

PLEASE INDICATE THE TOTAL NUMBER OF SALES PERSONNEL AND TECHNICIANS CURRENTLY EMPLOYED BY YOUR COMPANY:

SALES: FIELD _____ SALES: INSIDE _____

PRIMARY TECHNICAL CONTACT: _____ TITLE: _____

EMAIL: _____ PRIMARY CONTACT PHONE#: _____

NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

Please complete this application form, along with pages 3, 6, 11 and 12 of the attached Reseller Agreement, and fax back to "RESELLER PROGRAM" at 905-760-4233 or Email: reseller@aastra.com. Upon receipt, Aastra will review your application and contact you to confirm your acceptance into the program

Aastra Reseller Program Agreement

This Reseller Program Agreement ("**Agreement**"), effective _____, 2010, establishes the terms and conditions for Aastra's Reseller Program ("**Program**") between Aastra USA Inc. located at 2811 Internet Blvd, Frisco, TX 75034 ("**Aastra**") and _____ ("**Reseller**"), (together with Aastra, the "**Parties**" and each singularly a "**Party**").

Aastra hereby appoints the Reseller to become a registered participant in the Aastra Reseller Program and the Reseller accepts the appointment subject to approval terms contained herein. Aastra grants to Reseller the non-transferable, non-exclusive right to purchase specified Aastra Products ("**Products**") from Aastra's Authorized Distributors (hereafter defined) and to use, market, promote and resell the Products to end-user customers ("**Customers**") in the Territory, subject to the terms and conditions set out in this Agreement or as it may be amended from time to time, and to participate in the benefits and rewards of the Program set out in Attachments B and C.

1. Other Definitions:

1.1 **Authorized Distributors:** means a wholesale distributor authorized to distribute and sell the Aastra Products that are under contract with Aastra in good-standing with Aastra.

1.2 **Licensed Materials:** means software and documentation associated with Products as provided by Aastra under license.

1.3 **Net Purchases:** means total shipped purchases of designated Products in a calendar quarter minus any credits for promotions, discounts, returns or other credits for Products during that period.

1.4 **Territory:** means the market area where Products are authorized to be sold by the Reseller. For Resellers based in the U.S., the Territory is limited to the U.S. For Resellers based in Canada, the Territory is limited to Canada. For those Resellers who conduct business with Customers in both the U.S. and Canada, two separate Reseller agreements will need to be completed.

2. The term of this Agreement shall be for the balance of the current calendar year, effective on the date of last signing by the Parties, ("**Term**") with such Term automatically renewing for successive one (1) year periods thereafter on January 1 unless Aastra provides written notice not to renew, or otherwise terminated in accordance with Sections 8 & 9 hereunder.

3. Reseller agrees to abide by the Program rules and requirements as described herein, and in the Attachments and references.

4. In order to participate in the Program, Resellers must:

- (a) Complete and return the Reseller Program Agreement to Aastra at resellers@aastra.com.
- (b) Be approved by Aastra to participate as an authorized reseller in the Program by meeting the Program sales, support staffing and training requirements by Product and abiding by the terms of this Agreement.
- (c) Provide technical support for the Products sold to Customers.
- (d) Attend at least one training Webinar for the Product.

5. At all times during the Term the Reseller shall diligently promote Customer interest in, and the sale of Products. It is expected that, in addition to the items listed above, the Reseller shall:

- (a) Promote the Products in the Territory in accordance with the advertising and promotional initiatives introduced by Aastra;

- (b) Maintain a trained sales staff capable of promoting, demonstrating and selling Products in accordance with the highest standards, including up-to-date technical expertise to ensure proper Product compatibility and achieve Customer satisfaction;
 - (c) Meet training obligations outlined from time to time by Aastra, making sales personnel available, at the reasonable request of Aastra, for training in the technical features and capabilities of the Products, and in the Product marketing and the sales techniques established by Aastra for the Products;
 - (d) At no time engage in any unfair, unethical or illegal trade practices with respect to the Products, or to make false or misleading statements or representations with regard to Aastra, the Reseller relationship with Aastra, or the Products;
 - (e) At no time make any representations with respect to Product specifications, capabilities, features or warranties, except as may be approved in advance in writing or otherwise published by Aastra;
 - (f) Protect the confidential information of Aastra and its licensors, as well as the confidential, private and personal information of Customers;
 - (g) Provide Notices to end user customers of SIP, VOIP, AastraLink PRO 160 and Aastra LYNC Telephones, or not remove if already provided, as set out in Attachment A or as may be provided by Aastra or Aastra's Authorized Distributors from time to time.
 - (h) Participate in any special training for Aastra certification required to purchase and resell specific Products
 - (i) Sell each unit of Product in the form provided by Aastra (including all documentation and Licensed Materials) without separating the contents of the box into separate parts.
 - (j) Distribute the End User Software License Agreement ("**EULA**") and the Limited Warranty (included in the box) along with the Product. Abide by the terms of the EULA.
 - (k) Include the Microsoft™¹ Certificate of Authenticity, if any, and the Associated Licensed Materials with each unit of Product sold (including all documentation, media or any other materials) as provided in the box by Aastra.
 - (l) Not remove or obscure any copyright, trademark, patent notice or certificate of authenticity that appears on the Product or Product materials.
 - (m) Assist Aastra with reasonable requests pertaining to interactions with Customers.
 - (n) Promptly advise Aastra (at the address provided above) upon learning of any violation of the terms contained in the **EULA**.
 - (o) Not install any software in the Product which has the effect of modifying the call control software in the Product, without the express written consent of Aastra.
 - (p) Not to knowingly use or license the use of or sell the Products in connection with or for any High Risk Activities and will make reasonable commercial efforts to ensure their Customers understand with these restrictions.
 - (q) Provide, or not remove if already provided, conspicuous written notices or warnings to the U.S. Government Customers such as: Products are "COMMERCIAL ITEMS" as defined under FAR 2.101. Unless otherwise agreed in writing by Aastra, the use, duplication or disclosure of any Aastra licensed materials shall be in accordance with the terms contained in Aastra's commercial Customer license and all use by civilian agencies of the U.S. Government or the DoD shall be restricted in accordance with the applicable sections in the Code of Federal Regulations ("CFR").
6. Aastra grants no rights, license or approval to Reseller under this Agreement with respect to the use of the Aastra name, Aastra logos or other trademarks or intellectual property owned by Aastra and that all such rights must be licensed separately from Aastra. Further, Reseller understands that neither Aastra nor Microsoft nor any other third party grant any right, license or approval to Reseller under this or any other Aastra agreement with respect to the use of their names, logos or other trademarks. Use of the Microsoft name or other trademarks may only be licensed separately by Microsoft Licensing, GP. Reseller agrees that any unlicensed use of the Aastra, Microsoft or any other third party name, logos or trademarks will be considered a breach of the owner's rights and that Reseller will assume full responsibility for all damages, costs and expenses resulting from any such unlicensed use and indemnify the owner.

¹ * Microsoft is a trademark of the Microsoft group of companies in the U. S. and/or other countries.

7. In the event that Aastra or its Authorized Distributor provides Reseller with written notice of a recommendation that Reseller stop the use, sale, offer for sale, importation or other disposition or promotion of Products or trademarks due to a claim made against the Products, Reseller shall immediately cease these activities until further notice from Aastra. Reseller agrees to reimburse Aastra for all damages, costs, and expenses (including reasonable attorneys' fees) incurred if Reseller conducts any activities contrary to such recommendation more than 20 days after the date of Aastra's notice. Upon full execution of the Trademark License Agreement and subject to the terms and conditions contained therein, Reseller shall be granted the limited right to use the licensed trademarks in connection with this Agreement during the Term to market, promote and sell the Products. Reseller understands that termination of the appointment to the Program for any reason, or breach of the Trademark License Agreement by the Reseller shall result in the termination of both agreements.
8. Aastra and Reseller are and shall remain independent contractors. This Agreement shall not be construed to and does not create any relationship of agency, partnership, employment or joint venture of the Parties nor grant any intellectual property rights to Reseller except as specifically set out in this Agreement.
9. This Agreement may be terminated by either Party, with or without cause, by giving written notice to the other, with termination to become effective immediately upon receipt of such notice, unless a later date is specified in the notice. Each Party shall return to the other all Confidential Information of the other in its possession, other than such information which is reasonably needed to fulfill such Party's obligations and exercise its rights which survive the termination or expiration of this Agreement, and provided that such continued use and possession shall only continue for the period of time necessary for the foregoing purposes and shall remain subject to the terms and conditions of this Agreement. Reseller shall immediately cease to act as a Reseller of the Products and cease to represent itself as such.
10. This Agreement shall not be assigned to any third party in whole or in part by the Reseller. Should there be any change in ownership of the Reseller, Aastra reserves the right to terminate this Agreement and ask the new owner to reapply for participation in the Program. Aastra reserves the right, at its sole discretion, to assign all or any part of this Agreement and its rights and obligations hereunder to any affiliated or non-affiliated party upon written notice to the Reseller.
11. As a registered participant in the Program, Reseller agrees to comply at its own expense with any international, national, state/provincial and local laws and regulations including without limitation laws governing distribution (including all export laws and regulations of the U.S. and Canada as well as others that may be applicable), end user, end use and destination restrictions, and to the extent applicable any electrical regulatory requirements and other required device certifications, telecommunications laws and regulations including without limitation those addressing device certification and approval, law enforcement surveillance, accessibility by users with disabilities and requirements governing calls to emergency services (911, 112, 999, etc).
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, USA. Should any litigation be commenced between the Parties in connection with this Agreement, such action shall be prosecuted in the applicable State Court of Texas in the county in which Aastra is located.
13. Aastra reserves the right to revise the terms and conditions set out in this Agreement at any time, via written notice (email or postal communication) effective as of the date of the notice to the Reseller. Should Reseller no longer wish to participate in the Program following the receipt of the revised terms and conditions, Reseller will notify Aastra immediately in writing of its termination of the Agreement.

14. Attachments:

A: Reseller Customer Notice Obligations

B: Reseller Benefits

C: Reseller Rewards Program based on Net Purchases

D: Aastra Trademark License Agreement

IN WITNESS WHEREOF, the authorized representative of the Reseller has executed this Agreement.

(a)

[Full Name of Reseller Licensee]
Printed Name:
Signature:
Title:
Date:

Approved by Aastra:

_____/_____/_____

Termination Date:

_____/_____/_____

Attachment A

Reseller Obligations - Notices to Customers

Required Customer Notices

1. SIP/VoIP/LYNC products may not work if the power to the system is interrupted or if the end user's telephone services or local area network ("LAN") is interrupted, depending on the system design and configuration.
2. These Products may not provide the location of a phone extension to emergency services when an end user calls emergency services (e.g., 911, 112, 999, etc.) depending on the system design and configuration. Certain U.S. (state and/or federal) and foreign laws may require the end user operating a multi-line telephone system ("MLTS"), such as the Products, to provide emergency services with the physical location/address of a phone extension that calls emergency services, in addition to the caller's telephone number. The end user is responsible for the configuration of their system for safe use and for compliance with the MLTS laws.
3. The end user should consider having at least one of its telephone lines connected to a telephone that (1) is separate from their system and (2) does not require separate power in order to dial emergency services.
4. These Products and Licensed Materials are not fault-tolerant and are not designed, manufactured or intended for any use requiring fail-safe performance in which their failure could lead to death, serious personal injury, severe physical or environmental damage including the operation of aircraft or nuclear facilities ("High Risk Activities"). These Products shall not be used for High Risk Activities.
5. By using these Products, the end user acknowledges the hazards covered by these warnings.

Attachment B

Reseller Benefits

Benefits of the Aastra Reseller Program*

1. Access to the Aastra Regional Account Manager Team at (sales@aastra.com).
2. Sales and marketing training.
3. Coordination and referral to Authorized Distributors.
4. Live or webinar based technical training.
5. Access to Aastra Customer Support to help address Customer support issues.
6. "Customer-eblast" notification of Aastra channel marketing and Product announcements.
7. Separate access to Aastra "Extra-net" Reseller / VAR portal.
8. Participation in the AastraDollars Reward Program. Refer to Attachment C for current details.

* **Subject to change** - Contact sales@aastra.com for current details.

Attachment C

Reseller Rewards Program

Aastra Dollars based on Net Purchases

Authorized Resellers in the Program are eligible to claim Reseller Reward Products using Aastra Dollars. This Program benefit allows a Reseller to earn Aastra Dollars based on the Net Purchases of designated Products⁽¹⁾ from Authorized Distributors.

Upon meeting the requirements to become an authorized Reseller, Aastra Dollars may be claimed for each calendar quarter in which the Reseller purchases a minimum of \$10,000 of designated Products from Authorized Distributors ("**Minimum Net Quarterly Purchase Level**"). The calculation of the Aastra Dollars earned is based on the formulas provided below:

Quarterly Net Purchase Level ⁽²⁾	Rewards Aastra Dollars Calculation
Less than \$10K	No value earned
More than \$10K	3.5% of amt.

Sample calculation: If Net Quarterly Purchases of Products = \$17,750.00⁽²⁾

Aastra Dollars = \$621.25

Notes:

- (1) Lync Products are excluded from the Reseller Rewards Program.
- (2) Excluding purchases of Lync Products.

Credit Claims and Reseller Reward Products

Reseller must apply for the Aastra Dollars and Reseller Reward Products for each calendar quarter in accordance with the "Quarterly Credit Claim" procedures set out below. Proof of submission for lost, delayed or disputed documents is the responsibility of the Reseller who submitted the documents and not the responsibility of Aastra.

Liability for any federal, state, local, foreign or other taxes imposed as a result of this Program are the sole responsibility of the Reseller.

Quarterly Credit Claim Procedures

1. Reseller will submit a completed Quarterly Sales Tally Package ("**QSTP**") package within 30 calendar days of the end of a calendar quarter ("**Applicable Quarter**") to claim Aastra Dollars to: Resellers@aastra.com Subject: AastraDollars Program
2. A QSTP consists of:
 - A completed Quarterly Sales Tally Form*.
 - Copies of all paid invoices from Aastra Distributors listing the Product codes, and /or description of the Product and the quantities purchased within the Applicable Quarter.

- Copies of any credit memos from Aastra Distributors listing the Product codes, and /or description of the Product and the quantities issued within the Applicable Quarter.
- 3. By submitting a QSTP, the Reseller certifies that the information is true and correct to the best of the Reseller's knowledge.
- 4. Aastra reserves the right to reject any QSTP containing incorrect or incomplete information with eligibility of claimed transactions to be determined at Aastra's sole discretion.
- 5. Failure to provide complete information will delay the award of Aastra Dollars, which results in a delay of submission of a Quarterly Credit Claim for Reseller Reward Products and the shipment of redeemed Reseller Reward Products.
- 6. Resellers will have ten (10) business days, from Aastra's receipt of the QSTP to provide any missing information to Aastra's promotion headquarters.
- 7. Usually within ten (10) business days of receipt of a complete Quarterly Sales Tally package, the Reseller will be notified of the amount of Aastra Dollars awarded, with feedback on any reported transactions that were found to be ineligible and instructions for submitting a Quarterly Credit Claim requesting Reseller Reward Products.
- 8. Reseller will have ninety (90) calendar days following the end of the Applicable Quarter to redeem Aastra Dollars by submitting a Quarterly Credit Claim form* for Program Rewards Products. Unused Aastra Dollars shall expire at the end of the ninety (90) day period.
- 9. A Quarterly Credit Claim consists of:
 - A completed Quarterly Credit Claim form identifying the Reseller Reward Products selected and their applicable Reseller Rewards Dollar Value.
 - A copy of the email notice from Aastra of Aastra Dollars awarded for the Applicable Quarter.
- 10. Aastra Dollars are redeemed for authorized Products (those that do not require authorization or for which authorization has been given) on a "One Aastra Dollar = One Dollar" basis against the Aastra Dollar Value noted at the www.aastradollars.com website.
- 11. Only one Quarterly Credit Claim form is allowed per calendar quarter.
- 12. Upon acceptance of a Quarterly Credit Claim, Aastra will arrange for drop shipment of the requested Reseller Reward Product(s) to Reseller's location. Aastra will pay for ground shipping within Canada and the U.S.

* The Quarterly Sales Tally and Quarterly Credit Claim forms will be forwarded to Reseller upon acceptance into the Program.

Attachment D

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT IS ENTERED INTO ON THE ____ DAY OF _____, 2010,

BETWEEN:

Aastra Technologies Ltd., a corporation incorporated and existing under the laws of the Province of Ontario and having its principal office at 155 Snow Boulevard, Concord, Ontario, Canada, L4K 4N9 (“**AASTRA**”); and, _____ [**Reseller/Dealer**], a corporation incorporated and existing under the laws of _____ [**jurisdiction**] and having its principal office at _____ [**specify address**], (“**Reseller Licensee**”).

WHEREAS, in consideration of the acceptance of Reseller Licensee into the Aastra Reseller Program (“**Program**”) and appointment of Reseller Licensee to be an authorized non-exclusive Reseller of certain AASTRA Products (“**Products**”) provided by Aastra or its authorized Distributors (“**Distributors**”);

AND WHEREAS, AASTRA wishes to grant certain additional limited rights for Reseller Licensee to use AASTRA’s trademarks specified herein (the “**Trademarks**”) in connection with the marketing and promotional activities of Products;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. GRANT OF RIGHTS. Providing Reseller Licensee remains a member in good standing in the Program, AASTRA grants to Reseller Licensee, and Reseller Licensee accepts, the non-exclusive, non-transferable, non-sub licensable, personal, limited license to use the Trademarks specified in Schedule 1 solely in the market area only in connection with the promotion, advertising, use and distribution of the Products provided by AASTRA with such use to comply with the graphical guidelines and instructions for use as may be revised by AASTRA from time to time and any agreement entered into between the parties. Reseller Licensee shall not, and it shall cause its affiliates not to, use such Trademarks outside of the authorized Territory or in connection with Products supplied other than by AASTRA or AASTRA’s authorized Distributors.

All use of the Trademarks by Reseller Licensee will inure to the benefit of AASTRA. Reseller Licensee acknowledges that the Trademarks are and remain the exclusive property of AASTRA as are any Trademark rights created by such use. Without limitation, Reseller Licensee hereby assigns to AASTRA all world-wide right, title and interest in and to the Trademarks and the trademark rights created by such use. Reseller Licensee agrees to execute, or have executed, and deliver to AASTRA upon review and acceptance of the terms, such documents as AASTRA may reasonably require to register Reseller Licensee as a registered user or permitted user of the Trademarks and to follow AASTRA’s instructions for the proper use thereof in order that protection and registrations for the Trademarks may be obtained or maintained. In the event that Reseller Licensee does not accept such terms, then the license granted hereunder shall, immediately upon notice by AASTRA to Reseller Licensee, terminate. Nothing in this License Agreement will give Reseller Licensee any right, title or interest in any Trademark. Reseller Licensee will, as soon as reasonably possible,

notify AASTRA of any infringement of the Trademarks, symbols or other intellectual property rights, including by dealers and Customers, that come to Reseller Licensee's attention.

RESELLER Licensee will not use or register any trademark or domain name incorporating all or any part of any Trademark or any translation of such a mark or any trademark deceptively similar to any Trademark.

All containers, packaging, display materials, promotional materials, brochures and advertising containing the Trademarks (other than materials supplied by AASTRA) must be submitted to AASTRA for its written approval before use by Reseller Licensee. Approval or rejection of any materials will be at the sole discretion of AASTRA and will usually take place within five (5) business days of submittal. The distribution or use of such materials that have not been approved by AASTRA will constitute a material breach of this License Agreement.

RESELLER Licensee acknowledges the value associated with the Trademarks and will not knowingly or with reckless disregard act in a manner that diminishes the value of such Trademarks. Reseller Licensee acknowledges and agrees that the breach by it of any of the provisions of this License Agreement would cause serious and irreparable harm which could not be adequately compensated for in damages and, in the event of a breach or threatened breach of any such provisions, Reseller Licensee hereby consents to an injunction being issued against it restraining it from any further breach of such provisions, but such action shall not be construed so as to be in derogation of any other remedy in this License Agreement or in law which AASTRA may have in the event of such a breach.

RESELLER Licensee acknowledges that AASTRA reserves the right to terminate this License Agreement pursuant to Article 2.

RESELLER Licensee acknowledges that AASTRA reserves the right to terminate the Trademark rights created by Reseller Licensee use.

2. TERM AND TERMINATION. The term of this Agreement shall commence as of the date Reseller Licensee first becomes an authorized Reseller participating in the Program and continue in force until:

- (i) Reseller Licensee's authorization to resell Products or participation under the Program expires or is terminated by the parties for any reason; or,
- (ii) the Grant of Rights provided under this Agreement is terminated immediately upon written notice by one of the parties for any reason.

Upon any such expiration or termination of this License Agreement, all rights granted to Reseller Licensee hereunder shall terminate and all use of the Trademarks by Reseller Licensee shall cease immediately. The termination rights in this Article 2 shall be without prejudice to the rights or claims either party may have against the other under this Agreement or at law with respect to the performance, non-performance or breach of an obligation hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

[Full Name of Reseller Licensee]	
Printed Name:	Title:
Signature:	Date:

SCHEDULE 1

LIST OF TRADEMARKS SUBLICENSED UNDER THIS AGREEMENT

- Trade Names -- Typed/Printed: AASTRA;
- Aastra's "Master Brand" as contained in the files named: "AastraOnlyLogo.ps" and the Adobe file named: "aastra_corporate_rgb.JPG" *

NOTE: Only Trademarks listed above are licensed for Reseller Licensee use, and these Trademarks shall be used without modifier tags and only in accordance with Aastra's Trademark Use Specifications as provided in Attachment 2.

*The logo file will be provided once accepted into the Program.

SCHEDULE 2

AASTRA'S TRADEMARK USE SPECIFICATIONS

- 1 RESELLER LICENSEE shall, in all marketing, advertising, packaging and promotional and instructional literature:
 - 1.1 always use the Trademarks as proper adjectives modifying the common descriptive terms, e.g., "AASTRA[®] telephone sets"; and
 - 1.2 indicates that:
 - 1.2.1 "AASTRA" and the AASTRA logo are registered trademarks or trademarks of AASTRA Technologies Ltd. in the United States, Canada, European Union and/or other countries."
 - 1.2.2 Other brands and Products are trademarks of their respective holder/s.
 - 1.2.3 All Product information is subject to change without notice.
2. On the Products, and on signage used at trade shows or at RESELLER LICENSEE's office, RESELLER LICENSEE shall not be required to use the common descriptive term that follows the trademark, so long as RESELLER LICENSEE uses: "AASTRA[®]"
3. RESELLER LICENSEE shall, on all advertising and promotional material relating to the Products place an asterisk by the Trademarks and cause the following expression to appear as a legend: "Registered trademark(s) or trademarks of AASTRA Technologies Ltd., licensed to ___Name of Reseller___"
4. RESELLER LICENSEE shall not use the Trademarks in the possessive or as nouns nor shall it pluralize or abbreviate the Trademarks.
5. RESELLER LICENSEE shall always capitalize the first letters or all the letters of AASTRA when used as text.
6. RESELLER LICENSEE shall always use AASTRA in capital letters or in the exact stylized form when used as a logo.

RESELLER LICENSEE shall conform its use of the Trademarks to other rules provided in writing to RESELLER LICENSEE from time to time.