

AGREEMENT

In consideration of Dealer's representations made in this agreement, and its agreement to comply with the terms herein, Dealer is authorized to purchase for resale the products of Samsung Telecommunications America ("STA") from STA's Distributors.

General Responsibilities

Dealer certifies that it is an experienced user and dealer of telephone systems and equipment, is fully familiar with the Products, is able to and does assume full responsibility for the marketing, sale and support of the Products.

Dealer certifies that it has, or has arranged for appropriate training so that Dealer will, at all times during the term of this Agreement, employ sufficient numbers of trained personnel with the sales and technical experience necessary to demonstrate, sell and support the Products purchased by Dealer. Dealer agrees that in any event it must employ at all times during the term of this Agreement at least one technician technically certified by STA, or scheduled for training by STA to become certified, to support the Products. Dealer also agrees to make its applicable employees and suitable facilities available from time to time so that STA personnel may provide sales and marketing training with respect to the Products.

Dealer shall comply with all applicable laws, ordinances, rules and regulations and Dealer shall obtain any permits, licenses, authorizations, and/or certificates which may be required by any jurisdiction or by any regulatory and/or administrative agency in connection with the use and/or operation of the Products.

Dealer agrees that it will provide warranty service, to its customers, or, to any owner of STA Products entitled to warranty service for which Dealer is qualified to provide, at the Dealer's customary labor rate where applicable.

Dealer agrees to promptly provide STA such written information as STA may from time to time request relating to the performance of Products and the performance of Dealer under this Agreement with respect to sales, servicing and resellers of the Products.

Dealer agrees at all times to refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices.

STA's standard warranty, and right-to-use software licenses shall be passed through to the end-users of the products.

Dealer shall be solely responsible for all aspects of the sale of Products, including, but not limited to, meeting delivery schedules, advance replacement of defective product, and technical support, and Dealer will defend, indemnify, and hold harmless STA from and against any claims by or liability to resellers with regard to orders placed through Dealer.

Repair of products under warranty shall be the responsibility of STA. Dealer shall gather such Product and forward such Products to STA, at Dealer's expense. STA shall return repaired or replacement Products to Distributor at STA expense.

In all its transactions, Dealer shall not be acting as an agent for or on behalf of STA. Dealer shall not have the authority to bind STA to any agreements.

Term of Agreement

Samsung Dealer Applications and Agreement

Either party may terminate this Agreement at any time, without cause, upon 30 days written notice to the other party. STA may terminate this Agreement at any time immediately upon a default by Dealer.

STA will not be liable to Dealer for any damages or liabilities whatsoever, including without limitation, damages for lost profits or loss of business, arising out of the termination of this Agreement for any reason, with or without cause.

Installation

Installation of the Products is the exclusive responsibility of Dealer.

Warranty

STA warrants the Products in accordance with the STA Limited Warranty attached hereto as Exhibit A, as the same may be amended from time to time by a written notice to Dealer. Dealer shall sell Products only in accordance with the warranty terms in effect on the date of sale. Service outside the scope of the warranty will be furnished at STA's established charges then in effect.

Limitation of Liability

Except for the warranty described in the preceding section, STA makes no other warranties, express or implied, and specifically disclaims any implied warranty of merchantability or fitness for a particular purpose. STA's entire liability, shall be the remedies provided in that section. STA shall not be liable for any indirect, special or consequential damages even if advised of the possibility of such damages. In no event will STA be liable with respect to any claim in any amount which exceeds the amount received by STA under the applicable order, or fifty thousand dollars (\$50,000), whichever is less. Any action against STA must be commenced within one (1) year after the cause of such action accrues.

Training

STA will make training available to Dealer in accordance with STA's training policy, as provided upon request and in effect, as of the date an Order is accepted by STA.

Indemnification

Except as expressly provided for herein, or unless due to gross negligence or willful misconduct of STA, Dealer agrees to indemnify and hold harmless STA, its agents, employees, successors and assigns from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses, of whatsoever kind and nature imposed upon, incurred by, or asserted against STA, its agents, employees, successors, and assigns relating to or arising out of the possession, use, selection, delivery, purchase, or operation of the Products, or any failure on the part of the Dealer, and sub-contractors to perform or comply with the terms of this Agreement.

Trademarks and Trade Names

Dealer acknowledges the right of STA to, and Dealer shall have no right or license in, the trademarks and trade names used with or affixed to any of the Products. During the term of this Agreement, Dealer is authorized by STA to use the trademarks and trade names for the Products which Dealer is authorized to sell in connection with Dealer's sale, advertisement, and promotion of Products, but not in

connection with any other aspect of Dealer's business. This right to use the trademarks and trade names shall terminate upon the termination for any reason of this Agreement.

Notices

All notices required or desired to be given hereunder shall be in writing and if not personally delivered, be sent by first class mail or by telecopy (Facsimile), with a confirming copy by first class mail. If telecopied or personally delivered or telecopied addressed to the other party at the address provided on the first page of this Agreement, provided that either party may from time to time change the address to which notices to it are to be sent by giving notice of such change to the other party. If mailed by first class mail, notices shall be deemed to have been given when received.

Additional Provisions

This Agreement shall be governed in all respects exclusively by the laws of the State of Texas as such laws are applied to Agreements between Texas residents entered into and to be performed within the State of Texas.

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding upon STA unless the same shall have been specifically set forth in writing and signed by a duly authorized officer of STA. In the event of a conflict with our website and any exhibit referenced herein shall be resolved in favor of the terms and conditions of this agreement.

The failure of STA to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by Dealer of any of the provisions of this Agreement, shall in no way be construed to be a present or

future waiver of such provisions, nor in any way affect the validity of STA to enforce each and every such provision thereafter. The express waiver by STA of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

All rights and remedies conferred upon STA under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

This Agreement and documents incorporated by reference constitute the entire agreement between the parties hereto and supersede and cancel any and all prior agreements, including any past present or future oral statements or agreements, between the parties hereto or their agents, with respect to any of the matters to which this contract applies.

This Agreement creates no relationship of joint venture, partnership, limited partnership, or agency between the parties, and the parties hereby acknowledge that no other facts or relations exists that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

Confidentiality

The parties acknowledge that by reason of their relationship to one another they each may obtain access to certain marked confidential and proprietary information ("Confidential Information") belonging to the other party. Each party agrees that it shall not use for its own account, or the account of any third party, nor disclose to any third party any marked Confidential Information of the other party. Moreover, each party shall take every reasonable precaution to prevent the disclosure of the other party's marked Confidential Information. Each party shall be entitled to seek injunctive relief to prevent any breach of this provision.

Exhibit A

Samsung Dealer Agreement **Samsung Telecommunications America, L.P.**

KEY SYSTEMS LIMITED WARRANTY

SAMSUNG TELECOMMUNICATIONS AMERICA, L.P. ("STA"), warrants to its authorized Dealers and to the original retail purchaser ("Users") of a STA product for a period of 60 months from the date of shipment of the Product from STA's facility, that the Product (except for lamps, fuses, and other consumable items) will be free from defects in material and workmanship. Repaired or replaced materials shall be warranted for the balance of the warranty remaining on the original equipment, or for 90 days from date of shipment from STA's facility, whichever is longer.

This warranty is for the benefit of and shall apply only to authorized Dealer and to Users. This warranty will not apply if the defect arises out of accident, neglect, alteration or misuse, failure of electric power, air conditioning, humidity control, causes other than ordinary use, or causes beyond STA's control. All warranty claims shall be waived unless reported, in writing, to STA or its authorized Dealer, prior to the expiration of the applicable warranty period.

The obligation of STA under this warranty is, at the sole option of STA: 1) the repair or replacement (with new or refurbished parts), of the defective or missing parts that are causing the malfunction and which are determined to be defective by STA, and the return shipment of such parts to the Dealer (Dealer or User shall be responsible to pay for shipment of the defective parts to STA and for all expenses connected with their removal and reinstallation); or 2) in lieu of repair or replacement, STA may refund the price charged by STA to its Dealer for such parts as are determined by STA to be defective and which are returned to STA through an authorized Dealer within the warranty period and no later than 30 days after such malfunction, whichever occurs first.

To obtain service under this warranty:

(1) USERS must provide written notice of the malfunction to an authorized STA Dealer within the warranty period and not later than 30 days after the date of the malfunction, whichever occurs first. If the USER is unable to identify an authorized STA Dealer, USER must provide written notice of the malfunction, including proof of the date of purchase of the equipment and the serial number of the malfunctioning Product, to STA at its corporate offices at 1301 E. Lookout Drive, Richardson, TX 75182. Upon receipt of such notice and determination by STA that User is eligible for Warranty service, STA will provide the USER with the name of an authorized STA Dealer to contact for warranty service. Dealers must provide written notice of malfunction to STA no later than the expiration of the warranty period 30 days after the date the Dealer becomes aware of the malfunction, whichever comes first. For purposes of this Warranty, the issuance by STA of a Material Return Authorization (MRA) number by telephone to an authorized Dealer shall be deemed to be written notice from the Dealer with respect to the material returned under that MRA.

STA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES ARE DISTRIBUTOR'S AND USER'S SOLE REMEDIES AND IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF STA FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS, OR ANY DAMAGES WHATSOEVER RESULTING From LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCTS, WHETHER IN A CONTRACT OR TORT ACTION. INCLUDING NEGLIGENCE, EVEN IF STA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE TOTAL MAXIMUM LIABILITY OF STA FOR BREACH OF WARRANTY SHALL BE LIMITED TO A REFUND OF THE COST OF THE DEFECTIVE PRODUCT.

No Dealer and no person other than an officer of **SAMSUNG TELECOMMUNICATIONS AMERICA, L.P.** may extend or modify this warranty, and no modification or extension of this warranty shall be effective unless in writing signed by the authorized officer of **SAMSUNG TELECOMMUNICATIONS AMERICA, L.P.**



2012 Samsung Authorized Reseller Application

Originating Distributor of Record

New Distributor Request

Company Name

Address

City

State

Zip Code

Main Telephone

Main Contact Mobile

Main Contact Email

Tell us your web address

How long have you been in business?

What is the percentage of your business that represents phone system sales?

What other products represent your overall business?

What other manufacturer's products do you currently sell today?

Manufacturer name

what percentage?

Dollar value

Manufacturer name

what percentage?

Dollar value

Manufacturer name

what percentage?

Dollar value

Manufacturer name

what percentage?

Dollar value

What was your company's total revenue in 2011?

How many Employees do you have?

How many Samsung systems would you predict that you might sell on a monthly basis?

Please checkbox the areas that we can focus on together:

Main areas of support	Main point of Contact email	First name	Last name	Phone
Technical certification				
Sales presentation skills				
Demo Skills				
Quoting capabilities				

In order for Samsung BCS to communicate properly with you we would like for you to tell us who your key personnel are: Please indicate if you are a main contact

Primary Sales Role:

Contact name

Email

Phone

Primary Technical Role:

Contact name

Email

Phone

Owner/President Role:

Contact name

Email

Phone

Other key Role:

Contact name

Email

Phone

Other key Role:

Contact name

Email

Phone

*If you have any questions regarding this information, or need to make changes to this information, please contact Customer Service by calling **(800) 876-4782** or send an email to: BCS.Sales@samsung.com*