



# VOICE CARRIER PARTNER AGREEMENT

## Intro

This Partner Agreement (this “Agreement”) is entered into as of [Effective Date] (the “Effective Date”) by and between Voice Carrier, LLC, a Delaware limited liability company, with offices at 3000 Joe DiMaggio Blvd., Suite 62, Round Rock, Texas 78665 (“Voice Carrier”), and [Partner Legal Name], a [state/country] [entity type] with offices at [address] (“Partner”). Voice Carrier and Partner are each a “Party” and collectively the “Parties.”

## 1. Definitions

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 “Services” or “Voice Carrier Services” means Voice Carrier’s telecommunications services and related offerings made available for resale under Voice Carrier’s brands, as updated from time to time.

1.3 “Subscriber” means a customer procured by Partner that purchases Services from Voice Carrier under a Subscriber agreement.

1.4 “Monthly Recurring Charges” or “MRC” means the recurring service charges billed by Voice Carrier to a Subscriber for the Services, excluding all taxes, regulatory fees/surcharges, governmental assessments, late fees, non-recurring charges, shipping, installation, hardware, third-party pass-throughs, and any other non-commissionable amounts.

1.5 “Net Revenue” means amounts of MRC actually collected by Voice Carrier from Partner’s Subscribers.

1.6 “Term” has the meaning set forth in Section 10.

1.7 “Prospective Subscriber” means a bona fide sales prospect to whom Voice Carrier or Partner made a sales presentation or issued a written quote within the six (6) months preceding termination of this Agreement.

## 2. Appointment; Non-Exclusivity

Subject to this Agreement, Voice Carrier appoints Partner as a non-exclusive authorized partner to market and refer/procure Subscribers for the Services. Voice Carrier may appoint other partners and may market and sell the Services directly.

### **3. Partner Obligations**

3.1 Promotion. Partner shall actively promote the Services to its agents and prospective Subscribers in a professional manner consistent with Voice Carrier's brand guidelines, policies, and applicable law.

3.2 Non-Disparagement. Partner shall not make false or misleading statements or disparage Voice Carrier, its Services, pricing, personnel, or Affiliates.

3.3 Training. Partner shall maintain competency regarding the Services and shall have its personnel attend Voice Carrier's required trainings/webinars as reasonably requested.

3.4 White-Labeling Prohibited. Partner may not white-label, rebrand, or represent the Services as Partner's own offerings.

3.5 Compliance. Partner shall comply with all applicable laws (including marketing, privacy, anti-spam, and anti-bribery laws) and with Voice Carrier's reasonable partner policies provided to Partner in writing.

### **4. Commissions**

4.1 General. Voice Carrier shall pay Partner commissions as set forth in Exhibit A based on Net Revenue for Partner-procured Subscribers, subject to this Agreement.

4.2 Eligibility; Cessation. Commissions are payable only on amounts actually collected. If a Subscriber's account is delinquent or terminated for non-payment, commissions shall cease until the account is brought current. Voice Carrier has no obligation to pay commissions for Subscribers that terminate within the first three (3) months of service, except for commissions already accrued and paid through the date of termination.

4.3 Rate Changes. Voice Carrier may change prospective commission rates upon thirty (30) days' written notice. Any change applies only to future sales; existing sales retain the commission rate in effect at the time the Subscriber contract was executed.

4.4 Post-Termination Continuation. Provided Partner is not in material breach at or after termination, Partner shall continue to receive commissions on then-existing Subscribers procured by Partner for as long as such Subscribers remain active and current with Voice Carrier, subject to the other terms of this Agreement and Exhibit A.

### **5. Reports; Accounting; Payment**

5.1 Monthly Reports. Within thirty (30) days after the end of each calendar month in which Net Revenue is collected, Voice Carrier will provide Partner with access to our Agent Portal showing commissionable Net Revenue, applicable deductions, and commissions due for that month.

5.2 Objections. Statements are deemed accepted unless Partner provides a written, reasonable objection within thirty (30) days after delivery.

5.3 Timing. Commissions are paid forty-five (45) days in arrears and only from amounts actually received by Voice Carrier. Minimum payment thresholds and fees are set forth in Exhibit A.

## **6. Inspection/Audit**

If requested: During the Term and for one (1) year thereafter, upon thirty (30) days' prior written notice, an independent certified public accounting firm engaged by Partner and reasonably acceptable to Voice Carrier may examine Voice Carrier's relevant records once per calendar year (and once within six (6) months after termination) solely to verify commissions. Audits shall occur during normal business hours, not unreasonably disrupt operations, last no more than two (2) business days, and be at Partner's expense. Auditors must sign Voice Carrier's reasonable confidentiality agreement. Auditors shall report only whether an underpayment occurred and the amount.

## **7. Intellectual Property; Trademark License**

Voice Carrier retains all right, title, and interest in and to the Services and related intellectual property. During the Term, Voice Carrier grants Partner a limited, non-exclusive, non-transferable, revocable license to use Voice Carrier's trademarks and trade names solely to market the Services in accordance with Voice Carrier's written brand guidelines. All goodwill accrues to Voice Carrier.

## **8. Confidentiality**

Each Party shall keep confidential and not disclose to any third party any non-public information received from the other Party that is marked or reasonably understood to be confidential ("Confidential Information"). Each Party may use the other's Confidential Information only to perform under this Agreement and may disclose it to its employees, contractors, and Affiliates with a need to know who are bound by confidentiality obligations no less protective. These obligations do not apply to information that is: (a) publicly available without breach; (b) already known without restriction; (c) independently developed without use of the other Party's Confidential Information; or (d) rightfully received from a third party without duty of confidentiality. If legally compelled to disclose, the receiving Party shall (to the extent legally permitted) provide prompt notice and cooperate to seek protective treatment. Breach of this Section may cause irreparable harm, and the non-breaching Party is entitled to seek injunctive relief in addition to other remedies.

## **9. Representations and Warranties**

Each Party represents and warrants that: (a) it is duly organized and validly existing; (b) it has full power and authority to enter into and perform this Agreement; and (c) its execution and performance will not violate any other agreement to which it is a party.

## **10. Term; Renewal**

The Term of this Agreement begins on the Effective Date and continues for one (1) year (the "Initial Term"). Thereafter, it automatically renews for successive one (1) year periods (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless either Party gives written notice of non-renewal at least thirty (30) days before the then-current Term ends.

## **11. Termination**

11.1 For Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure within thirty (30) days after written notice describing the breach.

11.2 Effect of Termination. Sections intended by their nature to survive (including 4.4, 5, 6, 8, 12, 13, 14, 16–23 and Exhibit A as applicable to post-termination commissions) shall survive any termination or expiration.

### **11.3 Robo Calling Prohibition**

Partners and their customers are strictly prohibited from engaging in any form of robo calling using Voice Carrier services. Any violation of this provision shall constitute a material breach of this Agreement and will result in immediate termination of the Partner Agreement. All fines, penalties, and related costs arising from such violations shall be the sole responsibility of the Partner.

## **12. Assignment; Subcontracting; Independent Contractors**

12.1 Assignment. Partner shall not assign this Agreement or any rights hereunder (including by change of control) without Voice Carrier's prior written consent, except that Partner may assign upon written notice to Voice Carrier in connection with a bona fide sale of substantially all of Partner's assets or equity, provided the assignee agrees in writing to be bound by this Agreement. Voice Carrier may assign this Agreement upon forty-five (45) days' written notice, including to an acquirer of its assets or Subscriber base, provided the assignee assumes Voice Carrier's obligations hereunder.

12.2 Subcontractors. Partner may use contractors to perform its obligations, provided Partner remains fully responsible for their acts and omissions.

12.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, franchise, or agency relationship.

## **13. Indemnification**

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its Affiliates and their respective officers, directors, employees, and agents (collectively, "Indemnified Parties") from and against third-party claims, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) to the extent arising from bodily injury, death, or damage to tangible property, or from the gross negligence or willful misconduct of the Indemnifying Party or those acting on its behalf in connection with this Agreement.

## **14. Disclaimers**

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9, THE SERVICES AND ANY RELATED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” VOICE CARRIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

## **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. EXCEPT FOR (A) CONFIDENTIALITY BREACHES; (B) INDEMNIFICATION OBLIGATIONS; OR (C) PARTNER’S UNPAID AMOUNTS OWED TO VOICE CARRIER, EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE COMMISSIONS PAID OR PAYABLE TO PARTNER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **16. Force Majeure**

Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, civil disturbance, labor disputes, failures of carriers or suppliers, power or network failures/interference, fire, flood, governmental actions, or changes in law, provided the affected Party uses commercially reasonable efforts to mitigate.

## **17. Notices**

All notices must be in writing and delivered by certified mail, nationally recognized overnight courier, or personal delivery to the addresses below (or as updated by notice). Notices are deemed given when delivered (or when delivery is refused).

If to Voice Carrier:

Attn: Executive Vice President

Voice Carrier, LLC

3000 Joe DiMaggio Blvd., Suite 62

Round Rock, TX 78665

If to Partner:

Attn: [Name/Title]

[Company]

[Address]

**18. Non-Waiver**

No failure or delay in exercising any right under this Agreement operates as a waiver thereof. No waiver is effective unless in writing and signed by the waiving Party.

**19. Severability**

If any provision is held invalid or unenforceable, it shall be deemed modified to the least extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

**20. Governing Law; Venue**

This Agreement is governed by the laws of the State of Texas, without regard to its conflicts of law rules. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Williamson County, Texas.

**21. Entire Agreement; Amendments**

This Agreement (including Exhibit A) is the complete and exclusive statement of the Parties' agreement regarding its subject matter and supersedes all prior and contemporaneous understandings. Any amendment or waiver must be in a writing signed by authorized representatives of both Parties.

**22. Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts (including via electronic or digital signature and by PDF), each of which is deemed an original and all of which together constitute one instrument.

**Signature**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Voice Carrier, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Partner Legal Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A – Commissions and Sales Quotas**

### **1. Minimum Quota Requirement**

1.1 Partner shall use reasonable best efforts and professional business practices, attempting to close a minimum of (1) qualified deal per calendar quarter.

### **2. Commissions**

2.1 Standard Commission. Partner earns a commission on an increasing scale per 6-month period. Each 6 month period, commissions will begin at **20%** for the first (2) two closed new customer's, there after: the next (3) three customers closed within that 6 month period will earn commissions at a rate of **22.5%** and the next (3) three customers within that 6 month period will earn a commission rate of **25%** and any new customers closed within the 6 month period after these first 8 closures will earn commissions at a rate of **30%** of net revenue (net collected MRC) for each Subscriber account. Commissions accrue beginning after installation and are payable ninety (90) days following installation, and continue monthly so long as the Subscriber remains current.

2.2 Month-to-Month Contracts. Commissions are payable while the Subscriber remains active and current.

### **3. Installation Fees**

3.1 If Partner performs installation, Voice Carrier may charge a pre-approved, one-time installation fee to the Subscriber.

3.2 Voice Carrier shall remit one hundred percent (100%) of such installation fee to Partner after the Subscriber maintains three (3) consecutive months of active service.

3.3 No installation fee is due prior to meeting the three-month threshold.

### **4. Hardware Sales**

4.1 For hardware purchased in connection with a Subscriber contract (including phones, gateways, routers, LTE terminals, MTAs), Partner receives a one-time commission equal to fifty percent (50%) of the gross profit margin.

4.2 All hardware must be purchased and provisioned through Voice Carrier.

### **5. Partner Fees**

Voice Carrier will not bill, collect, or administer Partner's separate management fees or pass-through charges to the Subscriber. Partner is solely responsible for invoicing and collecting its own fees.

## 6. Optional Invoicing

At Voice Carrier's sole discretion, Partner may be authorized to invoice Subscribers. If authorized, Partner remains fully liable to Voice Carrier for Voice Carrier's portion of all invoice amounts, whether or not Partner collects from the Subscriber.

## 7. Payment Terms

7.1 Commissions are paid only from amounts actually received by Voice Carrier from the Subscriber and are paid forty-five (45) days in arrears.

7.2 Commissions accrue and become payable only once Partner's commission balance equals or exceeds \$100.00.

7.3 Payment requests under \$100.00 are subject to a \$50.00 administrative processing fee, deducted from the commission.

7.4 If a Subscriber fails to pay Voice Carrier, no commission is due for that period until collected.

