



The Aastra Reseller Application and Agreement

www.aastratelecom.com
www.abptech.com

General Instructions

Reseller Application Form:	Fill in as required
Reseller Agreement:	Page 1 – Date and fill in Company Name Page 2 – Sign and Date document
Aastra License Agreement:	Page 8 – Date and fill in Company Name Page 9 – Sign License Agreement
Fax Back to Aastra:	Fax Number – 1 905-760-4233 Attn: Reseller Program

If you have any questions, email us at resellers@aastra.com and an Aastra representative will be in touch with you as soon as possible.

Upon receipt, we will review your application and contact you to confirm your acceptance into the program.

APPLICATION

By completing this form, and the attached agreement, you are applying to join the Aastra Reseller Program and understand that Aastra reserves the right to accept or reject any application.

COMPANY NAME: _____

ADDRESS: _____

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

COUNTRY: _____

CONTACT NAME: _____

TITLE: _____

PHONE #: _____ Ext. _____

FAX#: _____

EMAIL: _____

PLEASE INDICATE THE NAME OF YOUR PRIME AASTRA AUTHORIZED DISTRIBUTOR:

PLEASE INDICATE YOUR PRIMARY BUSINESS OFFERINGS: i.e. VOICE, DATA, SERVICE, INTEGRATION

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

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

SALES: FIELD _____ SALES: INSIDE _____ TECHNICIANS: _____

COMPANY WEBSITE URL: _____

CUSTOMER SUPPORT TELEPHONE #: _____

AUTHORIZED RESELLER REPRESENTATIVE:

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PHONE #: _____

FAX #: _____

Please complete this application form, along with pages 1, 2, 8 and 9 of the attached Reseller Agreement, and fax back to "RESELLER PROGRAM" at **905-760-4233**. Upon receipt, Aastra will review your application and contact you to confirm your acceptance into the program.

Note that Aastra reserves the right to make changes to this program. For more information on this program, please contact Susan Snow at 905-760-4165, or visit our website at www.aastratelecom.com under "Partners" to learn more about the Reseller program.

Aastra Telecom Inc. Reseller Program Agreement

This Reseller Program Agreement ("**Agreement**"), effective _____, 2008, establishes the terms and conditions for Aastra's Reseller Program ("**Program**") between Aastra Telecom Inc. ("**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 Program as described in Schedule A-1 and the Reseller accepts the appointment. Aastra grants to Reseller the non-transferable, non-exclusive right to use, market, promote and sell the Aastra products listed on Schedule A-2 ("**Products**") in the market area as amended from time to time subject to the terms and conditions set out in this Agreement, and to participate in the benefits and rewards of the Program set out herein. (For Resellers based in the U.S. the market area is limited to the U.S.. For Resellers based in Canada, the market area is limited to Canada. For those Resellers who conduct business in both the U.S. and Canada, 2 separate agreements will need to be completed)

1. 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 otherwise terminated in accordance with Sections 8 & 9 hereunder.
2. Reseller agrees to abide by the Program rules and requirements as described herein, and in the Schedules attached hereto to submit credit claims ("**Credit Claims**").
3. 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 below, at a minimum, the Reseller shall:
 - (a) Promote the Products 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 equipment 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 sell or transfer the Products to anyone other than an "**end user**." An "end user" shall be defined for the purposes of the Program as any purchaser of Product from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
 - (e) At no time engage in "bait and switch" or any other 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;
 - (f) At no time make any representations with respect to Product specifications, capabilities or features, except as may be approved in advance in writing or otherwise published by Aastra.
4. In order to be eligible to participate in the program, Resellers must:
 1. Complete and return the Reseller Program Agreement.
 2. Be approved by Aastra to participate in the program.
 3. Attend at least one training webinar.In order to be eligible to earn **Program Credits**, Resellers must be an approved participant in the program, and, attain a "**Minimum Net Quarterly Purchase Level**" as set out in Schedule A- 1. In the event that a Reseller does not reach the Minimum Net Quarterly Purchase Level of Products in a given calendar quarter, the Reseller will not be eligible to apply for Program Credits (as defined and calculated in Schedule A-1) for that calendar quarter. The Reseller will still maintain status in the Program as a recognized Reseller and retain the right to use the licensed trademarks in accordance with Section 6, and will be invited to participate in any webinars offered by Aastra. A Reseller can reapply to participate in the Program Credit portion of the Program after the Reseller attains the Minimum Net Quarterly Purchase Level for a calendar quarter.
5. Except as specifically established by the full execution of the Trademark License Agreement attached hereto as Schedule C, execution of which is a requirement of the Program, no other rights, ownership or license is granted or implied by this Agreement for the use by the Reseller of any patents, trademarks, trade names or service marks owned or controlled by Aastra or in which Aastra has any rights.

6. 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.
7. 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.
8. 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.
9. 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 Reseller 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.
10. As a registered participant in the Program, Reseller agrees to comply with all applicable federal, state, and local laws, including the export laws and regulations of the United States and Canada, as may be applicable.
11. Aastra reserves the right to revise the terms and conditions set out in this document for this Program upon 30 days written 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.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement as of the date first above written.

AASTRA

By: _____

Print Name: _____

Title: _____

Date: _____

RESELLER

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

**Aastra Telecom Inc.
2008 Reseller Program
Program Details**

Eligibility

This Program is open to Resellers who:

- Are primarily focused on the telecommunications or data communications industry
- Maintain an outside sales force, including technicians (excludes Internet retailers and outbound call centers)
- Offer Tier 1 customer support where Reseller assists end-user to identify and define the problem and attempts to resolve the end-user's troubles.
- Have established, or are in the process of establishing, a relationship with an existing Aastra authorized distributor

How it Works

Program Credits

To qualify to participate in the Program, and to be eligible for credits ("**Program Credits**") to be redeemed for use under the Program, Resellers must attend at least one training webinar, and, attain the Minimum Net Quarterly Purchase Level of Products of \$10,000 in each calendar quarter. "**Net Quarterly Purchases**" is defined as the actual amounts paid by Reseller for Products during a calendar quarter. Program Credits shall be awarded as a percentage of the Net Quarterly Purchases of Products, according to the schedule provided below:

Program Credit Calculation for Net Quarterly Purchases in the Calendar Quarter

First \$10K = 2% credit
Next \$10K (from 10k to 20k) = 3% credit
Next \$10K (from 20k to 30k) = 4% credit
Over \$30K = 5% credit

Example: Reseller "X" purchases \$35,000 worth of Products from an authorized Aastra distributor in a calendar quarter. The Program Credits would be calculated as follows:

First \$10K = \$200 credit (2% of 10K)
Next \$10K = \$300 credit (3% of \$10K)
Next \$10K = \$400 credit (4% of \$10K)
Over \$30K = \$250 (5% of \$5K)
Total Program Credits = \$1,150

Reseller may use the Program Credits to purchase the items listed on the "List of Reseller Program Redemption Items" provided in Schedule A-3, or as may be amended from time to time upon notice by Aastra. Program Credits are redeemed on a "One Program Credit = One Dollar" basis against the Aastra Suggested Dealer Price Schedule. Discounts are not applied.

Credit Claims

Reseller will adhere to the procedures in Schedule B for submittals for Program Credit awards and Credit Claims. 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 federal, state, local, foreign or other taxes imposed as a result of this Program are the sole responsibility of the Reseller, as applicable, and Aastra shall have no responsibility or liability therefore.

Free Samples of New Product

Aastra will arrange to ship free samples (terminals only) of new telephone products that Aastra introduces directly to all qualifying Resellers. In order to qualify, a Reseller must have met the minimum purchase level for one calendar quarter and attend the product launch Web-based seminar for that new product ("**webinar**"). Aastra reserves the right to determine the quantities and product models that will be provided.

Free 480i CT sign up bonus

Aastra will arrange to ship, on a one-time basis, a free 480i CT to Resellers that meet the minimum Net Quarterly Purchase Level for at least one calendar quarter, and also attend one training webinar event.

Training Webinars

All Resellers will receive invitations to exclusive Reseller Program training webinars.

Recognition Plaque

Upon first successful completion of a calendar quarter in the Program, a Reseller will receive a recognition plaque.

Schedule A-2

Aastra Telecom Inc. 2008 Reseller Program Product List

Aastra VoIP and Mobility Products

Model 9112i	Model 9133i	Model 480i
Model 480i CT	Model 480iCT Handset	Model CM-16
Model 51i	Model 53i	Model 55i
Model 57i	Model 57i CT	Model 536M
Model 560M	DECT 142 Handset*	DECT RFP 32 Access Point*

* You must be an Authorized Aastra SIP-DECT reseller in order to be able to purchase and sell Aastra SIP-DECT products. Check with your authorized Aastra Distributor for more information on how to become an Authorized Aastra SIP-DECT reseller.

**Aastra Telecom Inc.
2008 Reseller Program
List of Reseller Program Redemption Item**

IP and Mobility Items (Minimum of 75% of Program Credits Redeemed)

Model 9112i	Model 9133i	Model 480i
Model 480i CT	Model 480iCT Handset	Model CM-16
Model 51i	Model 53i	Model 55i
Model 57i	Model 57i CT	Model 536M
Model 560M	DECT 142 Handset*	DECT RFP 32 Access Point*

* You must be an Authorized Aastra SIP-DECT Reseller to be able to order the DECT 142 Handset and DECT RFP 32 Access Points

Other Aastra Items (Maximum of 25% of Program Credits Redeemed)

Model 8004	Model 8009	Model 9216
Model 9316 CW	Model 9417 CW	M5008
M5208	M5216	M5316
M6320	M522	M622
PT 480e	PT 470	Model 9110
Model 9116	Model 9116LP	Model 9120

Note: Program Credits are redeemed on a "One Program Credit = One Dollar" basis against the Aastra Suggested Dealer Price Schedule. Discounts are not applied. Redemption of Program Credits is subject to the percentage limitation specified for each group of items as noted above.

**Aastra Telecom
2008 Reseller Program
Credit Claim Procedures**

1. Reseller will submit a completed Quarterly Sales Tally ("**Quarterly Sales Tally**") package within 30 calendar days of the end of a calendar quarter.
2. A Quarterly Sales Tally package consists of:
 - A completed Quarterly Sales Tally form*.
 - Copies of all paid invoices from authorized Aastra distributors listing the Product codes, and /or description of the Product and the quantities purchased within the relevant calendar quarter.
 - Copies of any credit memos from authorized Aastra distributors listing the Product codes, and /or description of the Product and the quantities issued within the relevant calendar quarter.
3. By submitting a Quarterly Sales Tally package, the Reseller certifies that the information is true and correct to the best of the Reseller's knowledge.
4. Aastra reserves the right to deny a Quarterly Sales Tally package 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 Program Credits, submission of a Credit Claim and the shipment of redeemed Product.
6. Resellers will have ten (10) business days, from Aastra's receipt of the Quarterly Sales Tally package to provide any missing information to promotion headquarters.
7. Within ten (10) business days of receipt of a complete Quarterly Sales Tally package, the Reseller will be notified of the amount of Program Credits awarded, with feedback on any items that were found to be ineligible.
8. Reseller will have 90 calendar days following the end of the relevant calendar quarter to redeem Program Credits by submitting a Credit Claim for Program Redemption Items.
9. A Credit Claim consists of:
 - A completed Quarterly Credit Claim* ("**Quarterly Credit Claim**") form.
 - A copy of the email notice from Aastra of Program Credits awarded for the relevant calendar quarter.
10. Program Credits are redeemed on a "One Program Credit = One Dollar" basis against the Aastra Suggested Dealer Price Schedule (noted on the Credit Claim form). Discounts are not applied.
11. Only one Credit Claim allowed per calendar quarter.
12. Upon acceptance of a Credit Claim, Aastra will arrange for drop ship of the requested Program Redemption Items to Reseller location via Reseller's primary distributor. Aastra will pay for ground shipping within Canada and the U.S.

* Note: The Quarterly Sales Tally and Quarterly Credit Claim forms will be forwarded to you upon your acceptance into the program.

Schedule C

Aastra Telecom TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT ENTERED INTO AS OF THE ____ DAY OF _____, 2008,

BETWEEN:

Aastra Telecom Inc., 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**"), AASTRA has appointed 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-sublicensable, personal license to use the Trademarks specified in Attachment A 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 market area 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 AASTRA 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 end users, 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 an AASTRA Trademark or any translation of such a mark or any trademark deceptively similar to an AASTRA Trademark.

All containers, packaging, display materials, promotional materials, brochures and advertising containing the AASTRA 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 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 hereunder if RESELLER LICENSEE or for any breach of this License Agreement.

RESELLER LICENSEE acknowledges that AASTRA reserves the right to terminate the Trademark rights created by such use.

2. TERM AND TERMINATION. The term of this Agreement shall commence as of the date first above written and continue in force until:

- (i) RESELLER LICENSEE's right to resell Products 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 AASTRA 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]

AASTRA TELECOM INC.

Name:

Name:

Signature:

Signature:

Title: _____/2008

Title: _____/2008

ATTACHMENT A

LIST OF MARKS SUBLICENSED UNDER THIS AGREEMENT

AASTRA TRADEMARK PER FILE: AastraOnlyLogo.ps*

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 B.

*The logo file will be provided once Aastra has accepted reseller into the program.

ATTACHMENT B

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" or AASTRA TELECOM[™] telephone sets; and
 - 1.2 indicate 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 AASTRA Telecom and the AASTRA Telecom logo are trademarks of AASTRA Technologies Ltd. in the United States, Canada, European Union and/or other countries.
 - 1.2.3 Other brands and products are trademarks of their respective holder/s.
 - 1.2.4 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:
 - 2.1 "AASTRA[®]" or
 - 2.2 "AASTRA TELECOM[™]"
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 and AASTRA TELECOM when used as text.
6. RESELLER LICENSEE shall always use AASTRA in capital letters or in the exact stylized form set forth in Attachment A when used as a logo.
7. RESELLER LICENSEE shall always use AASTRA TELECOM with AASTRA in capital letters and Telecom with the first letter capitalized or in the exact stylized form set forth in Attachment A when used as a logo.
8. RESELLER LICENSEE shall conform its use of the Trademarks to other rules provided in writing to RESELLER LICENSEE from time to time.