



SERVICE LICENSING AGREEMENT

This agreement was entered in on _____ / _____ / 2006, by and between V2P Communications, Inc. (d.b.a. Voice2Page.com), a Nevada Corporation, hereafter known as (Company) and _____ hereafter known as (Website Client) incorporated in the state of _____ with its principal offices located at _____.

Purpose of Agreement

This official agreement was created to establish and to define the terms of service for technology usage and licensing between the Website Client and the Company; and to clearly define the services provided to the Website Client by the Company. This agreement also defines the compensation paid to the Company for Record-by-Phone website audio services provided to the Website Client.

Special Services Rendered

The Company is providing the Website Client with special Record-by-Phone Internet Audio services for adding voice messages on the Website Client's member profile pages with a telephone. The Website Client's members will be able to use any telephone to record a _____-second voice message for his or her website profile page. The Website Client intends to enable its members with the ability opt-in and subscribe to billable monthly Record-by-Phone voice messaging profile features. Audio playback and recording features will be available from the Company 24-hrs a day for the entire 30-day or monthly period of membership subscription services.

Term of Agreement

The term of this agreement shall be binding and shall be month-to-month, from the execution of this agreement, unless otherwise stated in writing. Nevertheless, this contractual agreement will remain in full force until all payments have been collected for all rendered services. This agreement will automatically extend by 30-days until it is terminated. Either party can terminate this service agreement in writing at the end of each month. Upon termination by the Website Client, the Company will bill the Client for the full and complete month of services that have been terminated.

Dedicated Recording Lines

The Company will provide the Website Client with non-toll free recording hotlines for member voice recordings. The Website Client will provide audio introduction voice prompts for their dedicated recording hotlines. The Client will be issued one dedicated access phone number for all website member recordings, unless otherwise specified.

Start-Up / Setup Costs

The Website Client agrees to pay a one-time initial setup fee of two hundred fifty dollars \$250 to the Company for establishing and setting up basic non toll-free recording lines. In addition, the Website Client agrees to pay an ongoing \$29.95 monthly service fee for the duration of services.

Monthly Compensation

The Website Client agrees to pay monthly fee of \$0.00 for each individually activated 30-second account. For example, 100 activated XX-second member profiles with audio recordings will cost



\$___ a month. (100 accounts x \$0.00 per XX-second account = \$00 a month). In addition the Website Client agrees to pay \$29.95 monthly service fee for it access recording phone lines.

Example Projected Monthly Costs:

500 Activated Audio Accounts - 30-sec Recordings	
30-Second Recordings (\$0.89)	
X 200 Member Profiles w/ Audio	\$445.00
Customized Recording Hotlines	\$29.95
Monthly Audio Hosting.....	Free
Bandwidth Usage Fees.....	Free
Per Min. Usage Charge.....	Free

Total Monthly Costs	\$474.95

User-Activated Accounts

Monthly audio accounts are not physically activated until recording activity has taken place. The Website Client’s members can automatically activate accounts using any telephone and a unique 6-digit recording system access pin-code. If a voice account is not activated by a website member, there are no occurring monthly charges to the Website Client by the Company for that respective voice account. The Website Client is not billed for voice accounts that have not been previously activated by a website member. The Website Client pays for its member-activated accounts.

Monthly Billings

The Company will send a monthly billing statement to the Website Client by the 5th day of every calendar month. The Website Client will be granted 5 business days to review and pay its monthly Internet audio services bill. Non-payment will result in automatic termination of services, if not received by the 15th of each month.

Non-Payment / Late Payments

Non-payment of services by the Website Client will result in automatic termination of services. The Company may elect to attempt to contact the Client prior to any service interruptions. To avoid this problem, the Website Client is recommended to contact the Company immediately regarding any past due billings. Toll-Free: 1 800-866-2796

Acknowledgement:

The Website Client understands that the Company does not police or monitor the Website member’s voice messages and audio recordings. Nevertheless, the Website Client may be provided with the tools for monitoring its member’s audio recordings and voice messages.

Reselling Audio Services

As a licensee of Voice2Page Record-by-Phone™ Internet audio services, the Website Client may elect to resell its audio services for profit to its members for use on the Website Client’s official website. The Company does not discourage this practice. Nevertheless, as the Website Client, it is acceptable provided; considerations within our Terms of Service Agreement are properly observed and practiced.

Extending Multiple Accounts



The Website Client, you may elect to offer its members, users and visitors multiple audio account activations, with the understanding that credits are calculated by membership account activation activities, and not on the number of participating website members. The Website Client is fully responsible for all of its website's account activation activities. Granting website members multiple accounts may accelerate the Website Client's monthly billing charges.

Termination Clause

Termination of this contractual agreement can only be done by written notice via mutual agreement executed by both parties. Neither party shall have the power to cancel or terminate this contract unilaterally.

Disclaimers

The Company makes no express or implied warranties or representations with respect to our website audio services. In addition, we make no representation that the operation of our services will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. The Website Client holds the Company harmless for any and all injury incurred, either financially or personally, as a result of failure of Internet audio services, downtime for upgrades in the recording system or its technology.

Confidentiality

Each party shall have access to certain confidential and proprietary information and trade secrets of the other party (collectively, "Confidential Information"). Neither party shall disclose or make available to any third party any Confidential Information of the other party without the prior written consent of the other party. Unauthorized use or disclosure or failure to protect Confidential Information of a party would cause such party irreparable harm and entitle such party to injunctive and other equitable relief, in addition to such party's rights at law.

Publicity

Neither party may publicize, by news release or other public announcement, this Agreement, its terms or the existence of an arrangement between the parties without the prior written consent of the other party which consent shall not be unreasonably withheld. Except as expressly permitted hereunder, neither party shall use the other party's trademarks, logos or copyrights in any advertising, promotional or sales literature, or in any other form of publicity without the other party's prior written consent.

Indemnification By Website Client

The Website Client shall indemnify and hold harmless Company and its officers, directors, employees and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements, including without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation asserted by a third party, caused by, relating to, based upon, arising out of or in connection with (a) any material breach by Website Client of the representations, warranties, covenants or agreements made by it under this Agreement; and (b) negligence, recklessness or intentional misconduct on the part of Website Client or its officers, directors, employees, agents or consultants.

Indemnification By Company

The Company shall indemnify and hold harmless Website Client, its subsidiaries and affiliates, and their respective officers, directors, employees and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and



disbursements, including without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation asserted by a third party, caused by, relating to, based upon, arising out of or in connection with (a) any material breach by Company of the representations, warranties, covenants or agreements made by it under this Agreement, (b) negligence, recklessness or intentional misconduct on the part of Company or its officers, directors, employees, agents or consultants, or (c) the failure to comply with any regulations, policies and/or procedures mandated by the Federal Communications Commission and/or any state or federal regulatory agency.

Limitation Of Liability

Neither party will be liable to the other or to any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of use, loss of data or loss of profits or revenue, even if such party has been advised of the possibility of such damages.

Blocking Of Service

Upon written notice to Website Client, Company may immediately block service to Website Client for any of the following reasons:

1. The non-payment of any sums due to Company more than 21 days after the date of the bill for such service.
2. The failure of Website Client to generate any usage for a 3 consecutive month period.
3. A violation by Website Client of any law, rule, or regulation of any governing authority having jurisdiction over the service.
4. A breach by Website Client of any term of this Agreement or the Term Plan.
5. A misrepresentation by Website Client in this Agreement or the credit application.
6. Prohibitions from furnishing services by order of a court or other governmental authority having a jurisdiction.
7. The imposition by the FCC or State or local regulatory authority of amendments, revisions, deletions, or supplements to this Agreement or decisions which impair, modify or prevent Company from fulfilling its obligations under this Agreement.

Independent Contractor

Nothing contained herein shall be construed so as to provide for a joint venture, partnership or similar relationship between the parties hereto and neither party is authorized to enter into any contract on behalf of, or otherwise commit or bind, the other party hereto.

Notices

Any notices, waivers and other communications required or permitted hereunder shall be in writing and shall be deemed to be fully given when delivered by hand or dispatched (with reasonable evidence of receipt) by telex, telegraph or confirmed facsimile transmission, or twenty-four (24) hours after being dispatched by recognized overnight courier or mail service, addressed to the party to whom the notice is intended to be given at the following or such other address as either party may designate by like notice:

Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this



Agreement shall be valid and be enforced to the fullest extent permitted by law.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Facsimile signatures are valid as if original.

Headings

Section headings are provided for convenience of reference and do not constitute part of this Agreement. Any references to a particular section of this Agreement shall be deemed to include reference to any and all subsections thereof.

Refund Policy

The Company's Record-by-Phone Internet audio services are irrevocable and non-tangible goods. Once executed, services are considered rendered. Because of this, the Company does not issue full-refunds after Internet audio services have been executed.

Governing Law

The laws of the United States and the state of Nevada will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Las Vegas, NV and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Arbitration Clause

Should a dispute or disagreement arise regarding the contents of this agreement or its terms, both parties can agree to settle said matters through acts of arbitration or binding mediation. The laws of the State of Nevada, USA and the Nevada State Superior Courts govern this agreement.

Attorney's Fees

If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and court costs in addition to any other relief it may be entitled to receive.

Confidentiality Statement

Whereas, the Company and the Client Website acknowledges that certain confidential information may be disclosed between the Website Client, the Company and possibly each others affiliates, clients, consultants, employees and others, the parties identified herein agree that; transmitted information will be shared only on a "need-to-know" basis, if approved by both parties in writing. In addition, both parties agree not to disclose information regarding financial arrangements, service costs or discount services rates to outside parties.

Good Faith Statement

In addition, both parties agree to work together in good faith and not circumvent each other's business or sales relationships and to support the underline spirit of this agreement, within reason. The Company agrees not to intentionally interfere with the Websites business activities within the



terms of this agreement. It is understood that, neither party shall disclose information regarding the other without expressed written consent.

Entire Agreement

This Agreement and the Term Plan constitute the entire agreement between the parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

I have read and agreed to the above terms and conditions of this agreement:

V2P Communications, Inc.

Name:
Title:
Date:

Company

Name:
Title:
Date: