



Operational Licence Agreement

ENGAGE OPERATIONAL LICENCE AGREEMENT

THIS AGREEMENT is dated the 200

BETWEEN

- (1) Voice Commerce Group Limited a company incorporated in Jersey of 5, Rue Des Arbres. La Verte Rue, St Mary, Jersey, JE3 3DA ("**Licensor**"), and
- (2) [**Company name**] whose registered office is at [**address**] (the "**Licencee**")

WHEREAS

- A. Licensor has developed a suite of software solutions known as Engage whose details are described at <http://www.voice-commerce.com/engage-moduler>. Collectively all the Engage components and configurations including all underlying application software and associated systems are known as "The Services".
- B. Licencee wishes to take advantage of the benefits offered by Licensor under its Licensee Programme as set out below to enable the Licencee and its end user customers "end users" to access and use "The Services".
- C. Licencee "End Users" are permitted to download "The Services" configuration created by the Licensee and are hereby licensed to use "The Services" upon acceptance of the Terms of Use attached to and incorporated into a software download comprising of "The Services".

IT IS AGREED as follows:

1 Definitions

In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

"**Advertising Revenue**" means total compensation (net of sales taxes and VAT) revenue realised from the Service by advertising, sponsorship, promotional activities, broadcasting, access rights, pay per click, pay per call, whether paid by Users, advertisers or sponsors

"**Commission**" means any fees that may be payable to you by Licensor in relation to this Agreement as set out in Schedule 1;

"**Commission Percentage**" or "**Comm%**" means the percentage set out in Schedule 1;

"**End User**" means any end user of "The Services";

"**Licencee Fees**" means the fees payable to Licensor in relation to this Licenec Agreement and as detailed in Schedule 1;

"**Licensor Programme**" means the Engage computer software programmes covered by this Agreement under which "The Licensee" is entitled to brand the software with their Marks and promote to their licensed "End Users" customers

"**Marks**" means trademarks, logos and service marks

"**Minimum Remittance Amount**" means the minimum remittance amount that transfers will be effected against as detailed in Schedule 1;

“Operational Guides” means any guides or context sensitive help relating to the use and operation of the Engage Services as updated from time to time that can be accessed from the Site and, or the Engage client Software.

“Patents and Trademarks” the patents referred to at Schedule 4 Part 2 and any other patents or trademarks in relation to the business or activities of The Licensor;

“The Service” means the Engage suite of Internet solutions developed and owned by the Licensor

“Site” means the web site of Licensor, the URL of which is www.voice-commerce.com

“Software” means the Engage computer programmes in object code which are downloaded from the Site and which allow and enable the use of “The Services” by “The Licensee” and “End User” and includes any new version of such computer programmes, any other associated computer programmes and any patches or upgrades which are applied to such computer programmes or associated computer programmes;

“Terms of Use” means the terms of agreement from time to time between “The Licensor”, “The Licensee” and the “End User” which any user of the Engage Software is required to accept before installing and operating the licensed software.

“Trademarks and Patents” means the trademarks, logos and service marks and patents as set out in Schedule 4 Part 1 and any other trademarks, logos and service marks and patents in relation to Licensor, the Software and the Service which Licensor becomes the owner of;

“User” means any individual, person, corporate body or other entity using the Service under the licence terms;

2 Interpretation

In this Agreement, to the extent that the context permits, references to “we” and “us” and “our” refer to Licensor and its subsidiaries, affiliates, officers, agents, or other Licensees, and employees. References to “you” or “your” means you, The Licensee.

3 Grant of Rights

- 3.1 Subject to clause 17.1, we will grant or procure the grant to you of a non-transferable, revocable licence with effect from the date of this Agreement to sell and market The Services.
- 3.2 Save for the limited licence provided for in this Agreement, you shall have no proprietary or other interest or rights in the Service or Software or in any intellectual property rights subsisting in them.
- 3.3 No verbal or other representation may constitute a valid acceptance by us. Acceptance may be subject to status checks or pre-payments.

4 Conditions of Use, Trademarks and Patents

- 4.1 We are and shall at all times be and remain the owner of the Software, Service and any intellectual property rights associated therewith without limitation and you shall not at any time be deemed to have acquired any right in and to such Software or Service. You shall not (save to the extent allowed by law) and nor shall you permit any third party to disassemble, decompile or reverse engineer the Software, nor translate, adapt, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the Software. You shall ensure that the copyright notice of Licensor is duplicated as it appears in or on all authorised copies of the Software. Should you violate the provisions of this clause we shall be entitled to terminate this Agreement and obtain immediate injunctive relief in addition to any other legal rights and remedies.

- 4.2 We are and shall at all times be and remain the owner of the Trademarks and without limitation, any intellectual property rights associated therewith and you shall not at any time be deemed to have acquired any right in and to such Trademarks.
- 4.3 We are and shall at all times be and remain the owner of the Patents, and without limitation, any other intellectual property rights associated therewith and you shall not at any time be deemed to have acquired any right in and to such Patents.
- 4.4 You are entitled to brand the Service with your Marks and you hereby warrant that you have full rights to use the Marks in the manner envisaged and hold us harmless from any claims which may arise from so using the Marks. The Marks will remain your property and neither we nor any User shall at any time be deemed to have acquired any right in and to such Marks.
- 4.5 You agree to license the use of your Marks on a non-exclusive basis for End Users to download, install and use in conjunction with the Software for the term of this Agreement in accordance with the Terms of Use and for a reasonable transition period upon expiry or termination as set out in clause 12.
- 4.6 You agree that you will only broadcast and, or publish text, voice or video messages (“**Media**”) to Users using our Service where you have the right to publish that Media without restrictions to any third parties and you agree that any User who receives that Media is free to distribute that Media to other parties including to other Users.
- 4.7 You hereby agree to ensure to End Users prior to downloading and installing the Software or contracting for the Service that they are contracting with Licensor and you the Licensee and that you are not acting, nor do you have any authority to act, as agent for Licensor.

5 Marketing and Sales Promotion

- 5.1 You will use reasonable endeavours to market, promote and encourage sales of the Service to your End Users under your Marks in accordance with guidelines and pricing notified to you from time to time by us. If you do not do so, you agree that this Agreement and any future commission earnings which would have arisen may be terminated by us in accordance with clause 12 of this Agreement.
- 5.2 You will use the Trademarks only for the purposes of this Agreement and only in accordance with our reasonable directions from time to time and you must not join the Trademarks with any other marks in any manner which could cause confusion or jeopardise protection of our Trademarks. You must obtain our prior approval (which will not be unreasonably withheld or delayed) to all marketing and promotional text or other material in any media that is prepared or used by you and which mentions Licensor or any of its products or services.
- 5.3 You agree that the “Engage ” brand in the style determined by us will be displayed on any web site or portal operated by you that gives your End Users access and/or contains a link to our server(s) for the purpose of enabling your Customers to access the system. Furthermore you agree that “powered by Engage” and the Engage icon with hyper links to www.voice-commerce.com will appear in the designated places in the Engage application software in accordance with the Licensor User Guide.
- 5.4 You undertake to make no representations, warranties or other assurances concerning Licensor or the Service which are false, misleading or inconsistent with the Terms of Use or the information contained in literature distributed by us and you undertake that you will not state, hold out, imply or suggest in any way to any third party that you are acting or have the authority to act as agent for Licensor. You agree to fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), actions, claims, damages or liabilities howsoever incurred by us as a result of your breach of this clause 5.4.
- 5.5 You will not state, hold out, imply or suggest to Users that The Service or Engage Software belongs to you.
- 5.6 You will ensure that Users agree to our latest Terms of Use when signing up for the Service and follow any guidelines we reasonably require to ensure that Users are aware of the relevant Terms of Use.

- 5.7 Where we permit you to include a download of the Software on your website, preloaded on any equipment you supply or in any promotional material. You will ensure that you regularly monitor our Site and respond to our email communications to ensure that you are distributing the latest release of the Software together with the latest version of the Terms of Use and any other applicable terms and conditions and that neither the Service nor the Software is made available before these latest Terms of Use or other applicable terms and conditions are accepted by the User.
- 5.8 You acknowledge and agree that the intellectual property rights created in and subsisting in any translations made by you of any information relating to Licensor will be and remain the exclusive property of us and you hereby assign all of your right, title and interest in and to such translations to us. You also acknowledge that you owe a duty of care to Licensor and the Users to ensure that any such translations are correct and accurate and do not infringe upon any third parties' rights.

6 Fees payable and commission rates

- 6.1 Licencee Fees payable by you to Licensor and Commission payments, where appropriate, due to you as a participant in the Licensor Programme are detailed in Schedule 1.
- 6.2 We reserve the right to change any prices charged to End Users at any time but will use reasonable endeavours to give at least 14 days notice to you of any such changes except where Licensor is itself given less notice of changes in related costs. Off-net call rates, or other services provided by third parties contracted to the Licensor may be changed or varied at any time without notice.
- 6.3 Licencee Fees are payable in full on commencement of this Agreement or on the first day of the period to which they relate if later.
- 6.4 We will be responsible for collecting all End User charges unless agreed in writing between the parties.
- 6.5 Commission, as detailed in Schedule 1, is earned by you as fees are paid by End Users which are using the Service when linked to your Licencee code (and using your Marks).
- 6.6 Commission is payable at the end of the month following the month in which the commission is earned. Commission due to you will be set off against any amounts owing by you to Licensor and related group companies howsoever arising. If the net amount due to you at the end of the month is less than the Minimum Remittance Amount the commission due will be rolled forward to the following month. Fees may also be accrued to create a reserve fund for payment of current or future services and liabilities.
- 6.7 Commission payments are subject to the deduction of bank remittance charges and, in some countries, recipients may also incur additional bank charges on receipt of funds.
- 6.8 Commission amounts will be calculated based on the exchange rates prevailing at the time when commission is earned and commission payable will be calculated based on exchange rates applying at the time of remittance.
- 6.9 In calculating commission deductions will be made for any directly attributable cost of sales, bad debts, charge-backs, promotional discounts and credits, irrecoverable taxes and levies and any similar charges. For subscription, annual and premium call charges for the purposes of calculating commission the margin will be deemed to be the percentage set out in Schedule 1.
- 6.10 Unless otherwise stated all fees and charges are exclusive of VAT or other relevant tax which is payable in addition, as appropriate and as required by law.
- 6.11 All Licencee Fees are subject to review annually and may be increased by written notice given at least 30 days before the fee is due. Any increase in fees will reflect the general rates of inflation affecting us and the value of any additional services included in the Service.
- 6.12 Where non standard terms, pricing or revenue sharing is agreed in advance between the parties for market, territorial, distribution or other commercial reasons this must be agreed in writing.

7 Advertising Revenue

- 7.1 The Service is designed to provide and develop opportunities to generate Advertising Revenue including through display adverts, targeted messaging to opt-in groups, broadcast messaging to Users within a brand, pay per click and pay per call.
- 7.2 Both you and we may generate Advertising Revenue from the Service, and revenues generated by one party will be shared with the other in accordance with the principles set out in this clause 7, provided that neither party will introduce advertising which conflicts with the direct interests of the other by advertising competing services or potentially bringing the either party into disrepute or which are inappropriate in relation to your brand and the theme of the site.
- 7.3 Some Advertising Revenue will be generated by involving the use of technologies provided by us, introduced by us or otherwise under our control ("Our Technology"). This includes click to call revenue, the use of the Engage Broadcast systems, and geographically focussed advertising.
- 7.4 You will pay a commission as detailed in Schedule 1 for Advertising Revenue which you market and invoice and which is generated through the embedded web pages and offsite links where these do not involve the use of Our Technology.
- 7.5 Where Advertising Revenue is generated using Our Technology such revenue less any directly attributable costs (and non-recoverable taxes) of achieving that revenue (the "Ad Margin") will be shared between us. Where Ad Margin is marketed and invoiced by you ("Your Ad Margin") you will share with us the percentage of Your Ad Margin as shown in Schedule 1. Where Ad Margin is marketed and invoiced by us ("Our Ad Margin") we will share with you the percentage of Our Ad Margin as shown in Schedule 1.
- 7.6 The share of Advertising Revenue will be accounted for by the party which collects that revenue and will be payable to the other party at the end of the month following the month in which it is earned.
- 7.7 The share of Advertising Revenue will be calculated based on the exchange rates prevailing at the time when that revenue is earned and the amount payable will be calculated based on exchange rates applying at the time of remittance.
- 7.8 Unless otherwise stated all fees and charges are exclusive of VAT or other relevant tax which is payable in addition, as appropriate and as required by law.

8 Authorisation of End Users

- 8.1 We will be solely responsible in accordance with our own authorisation criteria for determining which of your end users (customers) are suitable to become End Users authorised to access and use the Service. You will not grant any rights to your End Users to allow them to access or use the Service except as specifically authorised by us. You will not grant any rights to your End Users to allow them to access or use the Software except in accordance with this Agreement and the Terms of Use.
- 8.2 We reserve the right to deny access to any of your End Users to the Software or the Service if those End Users do not enter into our standard Terms of Use or do not comply with that agreement (as updated from time to time) or for any other reason at any time, including but not restricted to credit approval, all at our absolute discretion.
- 8.3 If at any time you become aware of adverse credit information relating to an End User you should notify us of this forthwith.

9 Information Sharing, Reports and Management Information Systems

- 9.1 We will provide you with online statements via the management information system that will include details of the number of your End Users recruited to be Users of the Service during the previous month and your entitlement to commission in accordance with Schedule 1.
- 9.2 You will report promptly to us any suspected and actual problems experienced by you or any of your End Users with the Service.
- 9.3 Where Commission or Advertising Revenue is due to under this agreement from one party ("Paying Party") to the other (the "Receiving Party") the Paying Party will prepare, by the 15th of

each month a statement of the amounts due to the other in respect of the previous month. This statement will be prepared in sufficient detail to enable the Receiving Party to see the types of revenue and how it has been generated.

- 9.4 In the event that the Receiving Party has reasonable grounds to believe that the calculations of amounts due to it have been incorrectly calculated it will have the right to appoint an independent firm of Auditors (registered or otherwise authorised to audit the accounts of limited companies) to check the calculations of any commission due to it, provided that this right shall not be exercised more than once per annum and the Receiving Party shall bear the costs of such audit work (provided that in the event that the Auditors find that the calculation has been materially understated, the Paying Party shall reimburse the costs of the audit).
- 9.5 Interest will be payable on any net amounts overdue by either party to the other at five (5) percentage points above the Bank of England base lending rate applicable at the time together with such reasonable costs as we incur in the collection of such overdue debt. No commission will be payable for any period for which Licencee has any amount overdue to us.

10 Technical Commitments

- 10.1 We reserve the right to modify, change or discontinue the Service at any time with immediate effect upon giving notice to you.
- 10.2 You will maintain a seamless and efficient link from any web site or portal operated by you to our server(s) via an embedded URL that will be provided by us to enable your End Users' applications and payment for the Service to be processed by us.

11 Support, Training, Customer Service Responsibilities and Service Levels

- 11.1 We will operate an online customer service call centre which will be staffed during normal UK business hours to provide you with assistance in relation to any sales or technical queries you may have in connection with our products or services.
- 11.2 We will provide End Users with appropriate technical support and guidance using context sensitive help, end users guides and support forums..

12 Term and Termination

- 12.1 This Agreement will commence on the date on which it becomes fully executed by both parties and, subject to clause 12.2, will continue for a minimum period of 12 months and, thereafter, be subject to automatic annual renewal until terminated by either party giving not less than 90 days written notice to the other. The annual renewal fee will be payable on each anniversary date hereof until the Agreement is terminated. The initial, set up fee, charges for design work and annual fees are not refundable.
- 12.2 Either you or us may terminate this Agreement forthwith upon giving notice to the other party:

- 12.2.1 if the other party has committed any material breach of any of its obligations under this Agreement and (in the case of a breach which is capable of remedy) has failed to remedy the same within 30 days after receipt of written notice specifying the nature of the breach and requiring it to be remedied and referring to this clause;
- 12.2.2 if you do not make or intend to make reasonable efforts to promote the Service to your End Users or if we fail to make the Service available for a continuous period exceeding seven days;
- 12.2.3 if the other party goes into bankruptcy, liquidation or any other analogous state in any jurisdiction (except for the purposes of a bona fide amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- 12.2.4 if a third party with an interest therein takes possession, or a receiver is appointed, of any of the property or assets of the other party;
- 12.2.5 if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or equivalent circumstances occur within any other jurisdiction; or
- 12.2.6 if the other party ceases to carry on business.
- 12.3 We may terminate this Agreement forthwith on written notice to you should anything come to our attention whereby our association with you could, in our reasonable opinion, damage our reputation, or could prove detrimental to our business or may give rise to fraud or suspicion of fraud or other criminal activity.
- 12.4 Upon expiry or termination of this Agreement:
 - 12.4.1 your rights (other than rights to receive commission as specified in clause 12.5 below) under this Agreement will immediately terminate;
 - 12.4.2 you must discontinue use of and return to us any confidential information provided to you by us;
 - 12.4.3 you will forthwith cease to promote the Service and you will co-operate with us to achieve an orderly wind-down of operations to enable an uninterrupted transition of any applications in progress from your End Users and to settle any payments due under this Agreement; and
 - 12.4.4 you or we may give notice to the other party that any Users introduced under your brand and using your Marks and shall as soon as practicable (for example the next time they log in) be transferred to an alternative brand (not capable of being confused with your Marks) of our choosing.
- 12.5 If this Agreement shall have been terminated by us by notice under clause 12.1 you will be entitled to continue to receive commission in accordance with Schedule 1 in respect of relevant transactions within a further period of 6 months after such termination is effective; otherwise you shall not be entitled to receive any payment from us by way of compensation or otherwise save for any accrued commissions which may be payable to you in respect of the period up to the date of termination in accordance with this Agreement.
- 12.6 The rights and obligations set out in clauses 4, 5, 8, 9, 13, 14, 15, 16 and 17 will survive termination of this Agreement

13 Limits on Liability and Warranties

- 13.1 We shall observe and perform our obligations to Users but shall have no obligations or liabilities to you in respect of any products or Service provided to your End Users in connection with this Agreement. Without prejudice to the generality of the foregoing, we will not in any circumstances be liable to you for any indirect or consequential losses, loss of profit, interruption to business or loss or corruption of data or in respect of any third party claim or liability relating to the Service or otherwise and whether arising under contract, tort (including negligence) or otherwise.
- 13.2 You will be solely responsible for ensuring that both the contents and use of any web site or portal operated by you and any marketing or promotional material produced or used by you that refers to Licensor or any of its products or services (including without limitation any material included on any web site or portal operated by you) is lawful (including without limitation that they do not contravene

any defamation, obscenity, child protection, gaming, telecommunications and financial services laws) and do not violate any third party rights. You agree to fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages or liabilities howsoever incurred by us as a result of your breach of this clause 13.2.

- 13.3 While we attempt to make the Software available in a manner which is consistent with industry standards, results may vary based on the quality of the Internet connection or other factors for which we are not responsible. All services provided by us are provided on an "as is" basis without warranty of any kind, express, implied or statutory, including without limitation warranties as to the description, merchantability, quality, non-infringement, completeness, fitness for a particular purpose, all such warranties being expressly excluded and disclaimed.

14 Non exclusivity

- 14.1 This Agreement is non-exclusive. We will remain free to licence the Engage Service to other parties as we see fit.
- 14.2 This Agreement is to operate in respect of the products listed in schedule 2 (a)
- 14.3 This Agreement is to operate in the territory as defined in schedule 2 (b).
- 14.4 This Agreement grants you the right to operate as in the market sector as defined in schedule 2 (c).
- 14.5 If you introduce an End User who has already been introduced by another party or signed up as an End User no commission will be payable to you in respect of any such (Customer) and our determination of whether or not an End User falls into this category will be final and binding.
- 14.6 If you identify a potential End User who is outside the scope of this Agreement pursuant to sub-clauses 14.2 to 14.4 you should refer such customer to us without delay. We shall not be under any obligation to pay you any commission in respect of such referrals.
- 14.7 We shall be free to market other services to any End Users without reference to or agreement with you.
- 14.8 During the term of this Agreement and for a period of twelve months following termination you agree not to employ, for any reason, any person who was at any time during the preceding six months an employee of Licensor or of any subsidiary of Licensor or of any holding company of Licensor or of any subsidiary of such holding company.

15 Confidentiality

- 15.1 Each party agrees, save as otherwise required by law and clause 16 hereunder, that it will keep confidential and
- 15.1.1 not disclose to any party other than its professional advisers any information provided to it by or on behalf of the other party which in any way relates to the relationship between the parties or to the other party's business or products or services, and
- 15.1.2 not use any such information for any purpose other than the performance of its obligations under this Agreement.
- 15.2 The provisions of clause 15.1 shall not apply to information which is or comes into the public domain otherwise than by reason of any breach of this Agreement or required to be disclosed by the order of a court of competent jurisdiction or any appropriate regulatory authority or otherwise required by law.
- 15.3 Without prejudice to the generality of the foregoing you shall not use any mailing lists or addresses obtained through your association with Licensor for any purpose other than the performance of your obligations under this Agreement and shall not contact other Licensees or Users for the purpose of marketing goods or services other than the licensed services.

16 Announcements

- 16.1 Save as may be required by law or the rules of any regulatory authority, no announcement relating to this Agreement shall be made by you without the prior written approval of its terms by us. You acknowledge and agree that we are entitled to refer to you as a Licensee of Licensor in our

marketing and promotional materials and to give reasonable information concerning your business on our web site or any portal operated by us or any affiliated company.

17 General Provisions

- 17.1 The parties hereby agree that this Agreement does not and is not intended to create a legal Licenceeship, franchise, joint venture, agency or employment relationship. Neither party may act in a manner that expresses or implies a relationship other than that of independent contractor, nor bind the other party.
- 17.2 Each party represents and warrants that it is duly authorised to execute this Agreement and that by signing this Agreement it agrees to be bound by the same.
- 17.3 Each party will comply with all relevant laws (including but not limited to Data Protection laws) in relation to the performance of its rights and obligations arising under this Agreement. Each party confirms that its obligations hereunder will not result in any breach of or constitute an event of default under any provision of any other Agreement to which it is bound.
- 17.4 You may not assign your benefits or obligations arising under this Agreement without our prior written consent. We reserve the right to assign this Agreement or the benefit of it upon giving notice to you.
- 17.5 This Agreement is the parties' entire Agreement and (except in the case of fraudulent misrepresentation) supersedes all previous correspondence, understandings between, or representations by either party (or representative of either party) in relation to its subject matter.
- 17.6 If any provision of this Agreement is held invalid, such invalidity shall not affect the enforceability of the other provisions of this Agreement.
- 17.7 This Agreement does not create any right enforceable by any person not a party to it.
- 17.8 This Agreement shall be governed by and interpreted in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

Signed for and on behalf of
Licensor

.....
Signature

.....
Name and Position

.....
Date

.....
Voice Commerce Group Limited

Signed for and on behalf of :
Licensee

.....
Signature

.....
Name and Position

.....
Date

.....
(Company Name)

Schedule 1

Engage Enterprise Licence fees	Fees
Year One fee	£27,500 set up and year 1
Annual renewal fee	£7,500 per annum

Engage Enterprise Licencee commission	Rates
End Users	
Off-net call charges	X% ¹ of margin on off-net calls
Monthly subscription	X% of subscription charge
Other charges	as agreed
IP Billing	
Call Charges	X% of call rates
Settlement	X% of call rates
Remittance Charges	Fixed Fee
Installer Build	Per module – Fixed Fee
Profile Module	As agreed
Other charges	As agreed
Minimum Remittance	£250

Advertising Revenue Share	Your Share	Our Share
Advertising Revenue which you market and invoice and which is generated through the embedded web pages and offsite links where these do not involve the use of Our Technology.	85%	15%
Advertising Revenue generated using Engage Broadcast	50%	50%

¹ The **Commission Percentage (Comm%)** is 20%

Schedule 2

A. Engage Modules

Language
Currency

B. Territory

[List countries covered]

C. Market sector

[List market sectors]

Schedule 3

Non Standard Terms

None

Schedule 4

Part 1 – Trademarks

All trademarks, logos and service marks owned by Licensor, Voice Commerce Group Ltd and its subsidiaries

Part 2 – Patents

Pending patent references 0325934.8/0415235.8

All other patents filed by or on behalf of Licensor, Voice Commerce Group Ltd and its subsidiaries.