

EXHIBIT I

SOFTWARE SUB-LICENSE AGREEMENT

(Example)

THIS SOFTWARE SUB-LICENSE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____, by and between _____ ("Sublicensor"), having its principal place of business at _____, and _____ ("Sublicensee"), having its principal place of business at _____.

1. **Grant of Non-Exclusive Rights:** In accordance with the terms and conditions of this Agreement, Sublicensor grants to Sublicensee a personal, restricted, non-exclusive, non-transferable sub-license to use one copy of an object code version only for internal business purposes, the Software and the related documentation (collectively, the "Licensed Materials"). The Licensed Materials are provided to Sublicensor pursuant to an agreement with Syntellect Inc., its subsidiaries and its third-party suppliers (collective, the "Supplier").

Sublicensor's grant to Sublicensee does not include any right to grant sub-licenses or otherwise transfer or assign such rights without the express written consent of Supplier. Supplier's consent is not required for Sublicensee's full assignment of this Agreement to a parent, a wholly-owned subsidiary, or successor in the entire interest to Sublicensee's business.

2. **Authorized Use:** Sublicensee agrees that it may install, use, and execute the Licensed Materials only on Supplier equipment or equipment meeting Supplier's specifications. Sublicensee may make one (1) copy of the Licensed Materials for nonproductive backup purposes only, provided that it retains or affixes the equivalent of Supplier's proprietary legend and copyrights to the copy and in no event shall Customer copy software onto any public or distributed network. Sublicensee may not decompile, decrypt, reverse engineer, disassemble, or otherwise translate the Licensed Materials provided pursuant to this Agreement. Sublicensee is prohibited from making modifications, adaptations or derivative works of the software or permitting third parties to do so.

3. **No Grant of Ownership Rights:** Sublicensee acknowledges that nothing in this Agreement should be construed as a grant of title or ownership of the Licensed Materials to Sublicensee, and that Supplier retains title to and all exclusive rights in the Licensed Materials, including related copyrights.

4. **Confidential Information:** Sublicensee agrees that the Licensed Materials and other information marked "Confidential Information," or the like, will be accepted by Sublicensee in confidence, and Sublicensee will guard against disclosure of such information, and will use reasonable efforts to protect and defend the confidential nature of the Licensed Materials. Sublicensee agrees that said software is a trade secret and/or copyrighted material of Sublicensor or its licensors.

5. **Warranty:** Sublicensor will warrant to customer that, (a) for a period of one (1) year after installation, the Hardware (other than Software) will be free from defects in materials and workmanship; and (b) for a period of thirty (30) days after installation, the Software will perform in all material respects in accordance with published specifications.

The warranty set forth above shall specifically exclude and does not apply to defects and/or damage to a Product: (a) caused through no fault of Sublicensor or Supplier including misuse, or acts of God, (b) caused by the use or operation of Products in an application or environment other than that intended or recommended by Sublicensor, (c) caused by modifications or alterations made to the Products by any third party, or (d) which are the result of the Products being subjected to unusual physical or electrical stress, or (e) which are caused by the use of the Products in connection with other products not provided by Sublicensor and which would not arise from the use of the Products alone.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SUBLICENSOR AND SUPPLIER MAKE NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SUBLICENSOR AND SUPPLIER SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. This warranty is void if the Product is installed or used outside the United States.

6. **Remedy:** The sole remedy of Sublicensee, and the sole liability and obligation of Sublicensor and Supplier, arising out of the foregoing warranty, is for the Sublicensee to contact Sublicensor, and for Sublicensor to perform the following warranty services: For Products other than Software, Sublicensor shall repair or replace, at Sublicensor's option, any defective Product. For Software, Sublicensor shall use commercially reasonable efforts to correct any material non-conformity with the published specifications for the Software, and to provide a corrected version of the Software. The foregoing states the sole liability and obligation of Sublicensor, and the sole remedy of Sublicensee, arising out of the foregoing warranty.

6. **Limitation of Liability:** Sublicensor or Supplier will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Sublicensor, including but not limited to Supplier delay, force majeure, acts of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay.

SUBLICENSOR'S LIABILITY SHALL BE LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT WILL SUBLICENSOR OR SUPPLIER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY SUBLICENSEE. IN NO EVENT WILL SUBLICENSOR OR SUPPLIER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL LIABILITY OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT AND/OR LOSS OF USE) WHETHER OR NOT SUBLICENSOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER

CAUSED AND ON ANY THEORY OF LIABILITY HOWEVER DERIVED. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST SUBLICENSEE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. **Restricted Rights:** All Licensed Materials furnished pursuant to this Agreement were developed at private expense and are provided with RESTRICTED RIGHTS. Any use, duplication, or disclosure by or for an agency of the United States Government shall be subject to the restricted rights applicable to commercial computer software under FAR Clause 52.227-19 or DFARS 252.227-7013 or any successor.

8. **Term:** The obligations and duties under this Agreement remain in effect for as long as Sublicensee continues to possess and use the Licensed Materials, and such obligations are for the benefit of, and enforceable by, Sublicensor. Sublicensee agrees that all its rights terminate upon a breach of the above or upon breach of its agreement with Sublicensor. Sublicensee agrees, upon such breach, to discontinue using said software and to promptly return such to its Sublicensor.

9. **Copyright:** Sublicensee will acknowledge that the Software is owned by Sublicensor or its Suppliers or licensors and is protected by United States copyright laws and international treaty provisions.

10. **Entire Agreement:** The parties hereto acknowledge that this Sub-license is the complete and exclusive statement of understanding relating to this subject matter, and neither party may modify this Agreement without the express written approval of the Supplier.

SUBLICENSOR:

SUBLICENSEE:

Signature	Date
Name: _____	_____
Title: _____	_____
Address: _____	_____
_____	_____
Phone: _____	_____
Fax: _____	_____

Signature	Date
Name: _____	_____
Title: _____	_____
Address: _____	_____
_____	_____
Phone: _____	_____
Fax: _____	_____