

GENERAL TERMS AND CONDITIONS

**** Please read these General Terms and Conditions, the Services Terms and Conditions, and the Acceptable Use Policy (hereinafter the “Agreement”) carefully before opening an account for Services, or otherwise using the Services. Please maintain a copy of this Agreement for your records. If you do not agree with this Agreement, do not use the Services. ****

This Agreement governs the purchase and use of the VOIP ESSENTIAL Services (hereinafter the “Services or Service”) provided by Rapid Eagle Inc. dba VoIP Essential Inc. (hereinafter the “Company”). The individual or legal entity opening an account for Service under this Agreement shall be referred to as “Customer” “you” or “your” in this Agreement.

By using the Services, Customer agrees to be bound by this Agreement. Company may modify all or any part of this Agreement from time to time without notice to you - you should check back often so you are aware of your rights and responsibilities. Your continued use of the Service after changes to this Agreement have been published constitutes your acceptance of the updated Agreement. If at any time this Agreement is no longer acceptable to you, you should immediately cease all use of the Services.

1.0 Definitions - The following capitalized terms used in this Agreement shall have the following respective meanings and shall be equally applicable to both the singular and plural forms of the terms defined unless the context shall require otherwise:

“Affiliate” means with respect to a party, means any corporation, firm, partnership, limited liability company or other entity, that directly or indirectly owns, is owned by, or is under common ownership with such party to the extent of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of such party, and any person, firm, partnership, corporation, limited liability company or other entity actually controlled by, controlling, or under common control with such party.

“Agreement” means the General Terms and Conditions, the Service Terms and Conditions, and the Acceptable Use Policy as may be modified or amended by Company, including, without limitation, the following, which are incorporated herein:

Privacy Policy (<https://www.voipessential.com/legal/>)

“API” means Application Programming Interface.

“Applicable Law” means any law, regulation, rule, or order, of any government authority applicable to a Party, its business, or the subject matter of this Agreement, including but not limited to the following United States (and if applicable, Canadian) statutes and any regulations relating thereto: the Telephone Consumer Protection Act (TCPA), the Telephone Consumer Fraud & Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act, the Children’s Online Privacy Protection Act, and (if applicable) Canada’s Anti-Spam Legislation.

“Acceptable Use Policy (“AUP”)” the AUP specifies the actions prohibited or restricted by Customer, Customer End-User(s), and third parties.

“Basic 911 Service (911)” means emergency service that does not guarantee that the location and call back number is provided to the local 911 emergency services personnel.

“Billing Dispute Notice” means Company’s standard Billing Dispute Notice, which is supplied to you upon request, and must be used by you in order to properly submit any billing disputes to Company”.

“CPN” means Calling Party Number.

“Enhanced E911 Services (E911)” means emergency service where the location and the phone number is automatically sent to the applicable PSAP.

“End-User” means any person or entity authorized by Customer to utilize, in whole or in part, the Service(s) provided by Company to Customer.

“Federal Regulators” means Federal Communications Commission (FCC) and Federal Trade Commission (FTC).

“Inappropriate Content” means any Content that (i) violates Applicable Law, (ii) is unsolicited, including without limitation, bulk Messages, spam or other unsolicited commercial or other advertising material; (iii) violates any

authoritative industry guidelines, including the CTIA SMS/MMS Interoperability Guidelines or other such guidelines regarding which Company may send notification to Customer or (iv) violates any Network Operator requirements, conditions, or codes of practice including but not limited to sending malicious or harmful code, denial of service attacks, or hacking.

“Industry Regulators” means Mobile Marketing Association (MMA), and the Wireless Association (CTIA).

“Interstate” means calls that originate in one state and terminate outside that state.

“Intrastate” means calls that originate and terminate within the same state.

“IP” means Internet Protocol.

“LOA” means a Letter of Authorization for any existing telephone numbers Customer wish to port to Company.

“LNP” means local number portability.

“Location Routing Number (“LRN”) means in the United States, a ten (10) digit number in a database called a Service Control Point (“SCP”) that identifies a switching port for a local telephone exchange.

“Message(s)” means to make contacts via messages using Multimedia Messaging Services (MMS) and Short Message Service (SMS).

“NPA-NXX” means the first six digits of a phone number, or prefix as derived from the North American Number Plan (“NANP”). The area code is the first three digits and delineates a toll area in the U.S., Canada, and Mexico. The area code is also referred to as a Number Plan Area (“NPA”). NXX refers to the exchange, which is the three (3) digits following the area code.

“North American Number Plan “NANP” Termination Traffic” means all customer egress traffic to country code one (1) excluding toll-free termination traffic.

“Network Operator” means any mobile network operator, wireless service provider, wireless carrier, cellular company, Third Party operator or user of a communications network to and from which Company or Company’s underlying providers can directly transmit and receive Messages.

“Operating Company Number (“OCN”)” means a numeric identity assigned to carriers in order to distinguish routing data.

“PSAP” means a “public-safety answering point” sometimes called “public-safety access point”, is a call center in Canada and the United States responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance service.

“PSTN” means public switched telephone network.

“SIP” means Session Initiation Protocol, a signaling protocol used between VoIP networks to establish, control and terminate voice calls.

“Transit Fees” means any fees imposed by a Network Operator or Third Party for the delivery of any Message.

“Unsolicited Traffic” is defined as Messages which are sent on an unsolicited basis to end user receivers and which contain content embedded in the sender field or linked or attached in any way and which is relating to marketing information or other commercial or non-commercial information (so called Spam) that has not been requested by the end user receiver.

“VoIP” means Voice over IP.

1.0 TERM

1.1 This Agreement will continue so long as Services are installed, accessed, or otherwise used.

2.0 TERMINATION

2.1 In addition to any other rights that Company has or may have pursuant to this Agreement, including, without limitation, this Section, if Company determines, in its sole discretion, that Customer’s use of any Service and/or any person or entity authorized by Customer to utilize, in whole or in part, the Service provided by Company to Customer interferes with or otherwise places in jeopardy Company’s network, customers, partners or business, then Company shall of the right to immediately suspend or terminate any or all of the Services. Company will use reasonable efforts to provide

Customer with as much prior notification previous to the suspension or termination of Service as is practicable under the circumstances.

2.2 If either party fails to cure a material default within ten (10) days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Service, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Company uses good faith efforts to cure.

2.3 If any federal, state or local statute, rule, order, regulation or order by a court of law or regulatory authority, or anything similar to the foregoing effects a change (a "Change in Law") which has a material adverse impact this Agreement and/or Service, then either party shall have the right to terminate the relevant Service with written notification.

3.0 PAYMENT FOR SERVICES; CREDIT WORTHINESS

3.1 Unless the parties expressly agreed otherwise, Customer shall remit payment for Services and applicable taxes, fees, administrative assessments, and surcharges in U.S. Dollars prior to any Service being used by the Customer. Customer agrees that Services shall not be provisioned unless and until sufficient pre-payment is made. Customer agrees that Services may be suspended immediately, in Company's sole discretion, if sufficient pre-payment is not made. Customer agrees that it is solely its ongoing responsibility to ensure that sufficient pre-payment is made prior to any use of the Services, and Customer agrees that Customer shall maintain a positive account balance, sufficient to cover Customer's anticipated usage of Services, at all times, in order to continue using the Services.

3.2 Customer shall be responsible for accurately providing Company with Customer's valid payment information, including a valid payment method. Customer shall notify Company of any dispute relating to charges billed to Customer's account by submitting a Billing Dispute Notice to Company within thirty (30) days (the "Billing Dispute Interval") of the date the charge appeared on Customer's account. The existence of a dispute shall not relieve Customer from paying any and all amounts billed hereunder, without setoff or reduction. The parties will use commercially reasonable efforts to resolve all billing disputes within forty-five (45) days of receipt of a properly completed Billing Dispute Notice. If Customer does not submit a Billing Dispute Notice within the Billing Dispute Interval, then Customer waives its rights to file a claim thereafter.

3.3 Unless the parties expressly agreed otherwise, Customer shall remit all payments by wire transfer or credit card or Paypal and Customer understands and agrees that processing of Customer's credit card payments may be denied or discontinued by Company at any time and in its sole discretion. Company shall use commercially reasonable efforts to post payments to Customer's account once Company receives notification of the receipt of payment. Customer understands that any type of payment may be delayed in posting to Customer's account for Company administrative reasons and agrees that Service may be interrupted due to lack of sufficient positive balance during any such delay. Company, in its sole discretion, may immediately suspend or terminate Services to Customer whenever Customer fails to maintain a positive account balance or maintain a sufficient positive account balance to cover Customer's anticipated usage of Services. Notwithstanding the foregoing, Company shall not be responsible for ensuring that Customer's maintains a positive account balance, and Customer shall promptly remit all payments necessary to cover any negative account balances. Service cancellation may result in the loss of the telephone numbers associated with the Service. Customer hereby waives any and all claims, actions or suits against Company, its affiliates and subsidiaries, and such entities' employees, officers, directors and shareholders, and releases the same from any errors, omissions, and/or liabilities that may arise from the processing of aforementioned payment transactions and failure by Customer to maintain a positive account balance.

3.4 Customer agrees to provide any reasonable information Company may request to complete any applications in order to obtain information on Customer's credit rating and background. Customer consents to Company's verification and reporting personal and/or business payment and credit history. Company may rely on, without limitation, Customer's credit history, payment history, credit bureau reports or other commercial credit references, and other information to determine whether to provide the Services, and to determine any limitations that may be placed on the Services that Company provides to Customer. Customer authorizes Company, based on Customer's creditworthiness, as determined in Company's sole discretion, to change, cancel, limit, and terminate Service at any time.

4.0 TAXES; FEES; ADMINISTRATIVE ASSESSMENTS; SURCHARGES

4.1 In addition to the rates for the Services, Company shall add to each invoice and Customer shall pay any sales, use, excise, value-added, gross receipts, services, labor-related, consumption, administrative assessment (an administrative assessment is a fee to recover a portion of internal costs and expenses incurred by Company to implement and administer the procurement of certain Services and the compliance with certain legal and regulatory obligations; the administrative

fee is not a tax or a fee required by the government), and other taxes or surcharges, however designated, with the provision or use of Services. Notwithstanding the foregoing sentence, if Customer provides Company written documentation of Customer's tax-exempt status in a form reasonably acceptable to Company, Company will not charge Customer any taxes exempted due to Customer's request and supporting documentation. Such documentation of Customer's tax-exempt status will include a valid and properly executed tax exemption certificate(s) and/or statement(s) of indemnification for any taxes from which Customer seeks exemption, and any updates thereto. Customer will pay all remaining non-exempt charges. For clarity, the establishment of exemption from any taxes is the sole responsibility of Customer, and Company is not obligated to consider any retroactive request for tax exemption. Further, Customer is responsible for providing to Company on a timely basis any changes or updates thereto.

5.0 ON-LINE ACCESS; LICENSE; APPLICATIONS TOOLS

5.1 Customer has the sole and exclusive responsibility for the installation, configuration, security (including firewall security), and integrity of all Customer facilities, systems, equipment, proxy servers, software, hardware, systems, routing, networks, network addresses and configurations and the like and key contacts for problem escalation (collectively the "Customer Systems and Materials"). reasonably required for use in conjunction with or related to the Service and software provided by Company, including, without limitation, Customer's connectivity to any third party. If Company grants Customer access, either by online access, by API or access by any other means, to a service ordering/management system and/or any other tools and applications or computer software in connection with the Service or software or the use of any Service or software (collectively, the "Tools and Applications"), the following apply:

(i) Subject to Customer's compliance with this Agreement, Company grants Customer a non-exclusive, non-transferable license during the term of this Agreement to use the Service and such Tools and Applications solely in connection with Customer's use of the Service and/or Software (as applicable) during the term of the applicable Service. Customer will not, directly or indirectly: (A) reverse engineer, decompile, disassemble, translate or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services, Tools and Applications; (B) modify, translate or create derivative works based on the Tools and/or Applications; (C) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Tools and/or Applications or make the Tools and Applications available to any third party; (D) use the Tools and/or Applications for timesharing or service bureau purposes or otherwise for the benefit of a third party; (E) remove any proprietary notices or labels on any Tools and/or Applications; or (F) copy, reproduce, post or transmit any Tools and/or Applications in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or other means. Other than using the Tools and Applications for Customer's internal business purposes, Customer may not resell the Tools or Applications or otherwise generate income from the Tools or Applications.

(ii) The Tools and Applications are Company's (or its third-party licensor's, as applicable) intellectual property. Nothing in this Agreement gives Customer any right or license to any of Company's intellectual property.

(iii) Customer is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through or with such Tools and/or Applications. Customer is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Tools and Applications, and to only allow authorized use of the Tools and Applications to persons that Customer designates.

6.0 RESPONSIBILITY FOR CONTENT COMMUNICATIONS; USE OF SERVICES

6.1 Customer will provide information reasonably requested by Company to perform the Services, including as applicable: telecommunication specifications, Customer or third-party telephone numbers and location information, network architecture and diagrams, etc. As between Customer and Company, Customer is the sole owner and is solely responsible for all such information and for all content provided to Company including all audio, visual, electronic or written communications (collectively "Customer Content") on or from Customer's accounts. Customer warrants that Customer is solely responsible for the content and rights to Customer Content. Customer will comply with all laws, rules and regulations while using the Service, and ensure it has the right to use the Service where it is located. Customer will not (i) transmit any communication that violates any law, rule or regulation; (ii) violate any third party rights in the course of using the Service; (iii) use the Service in any way that damages Company's property or interferes with or disrupts Company's system(s) or other users; or (iv) transmit, upload, receive or store on or through Company's network any Customer Content or other material that contains any viruses, worms, "Trojan Horses" or other code features that may damage, disrupt or disable computers, networks or any information thereon.

7.0 DATA PROTECTION

7.1 Each party will comply with any applicable data protection and privacy laws existing in all jurisdictions in which Service is performed (together, the “Data Protection Laws”). The parties agree provision of the Service may involve the collection, processing, storage or recording of certain “Personal Data” or “Personal Information” (as defined by applicable Data Protection Laws and referred to collectively herein as “Personal Data”) of Customer and participants. Where applicable under Data Protection Laws, the parties acknowledge Company acts as a “Data Processor” in relation to the Personal Data it processes on Customer’s behalf and Customer remains the “Data Controller” with respect to such Personal Data. Company hereby undertakes that it will (i) use Personal Data only to provide and administer Service as outlined in the applicable privacy statement(s) referenced below; (ii) process the Personal Data in accordance with Customer’s instructions; (iii) implement appropriate security measures designed to provide a commercially reasonable level of protection of the Personal Data; (iv) implement and maintain commercially reasonable technical and organizational measures, insofar as is possible, for the fulfillment of Customer’s obligations to respond to requests by users of the Service (“Data Subjects”); (v) take commercially reasonable steps to destroy or permanently de-identify Personal Data when it no longer is necessary to retain it; and (vi) ensure that its employees authorized to process Personal Data are bound to appropriate confidentiality obligations. Personal Data may be collected, processed and/or stored by Company or its third-party suppliers in the United States of America, the United Kingdom, the European Union and the rest of the world. Customer represents and warrants it has a valid lawful basis for Company to process the Data Subjects’ Personal Data in connection with the Services in accordance with applicable Data Protection Laws.

8.0 CUSTOMER PROPRIETARY NETWORK INFORMATION

8.1 In the course of providing the Services, Company will necessarily obtain information about the quality, technical configuration, type, destination, location, pricing, contract terms, billing information and payment history relating to the Service provided to Customer. Such information is referred to as customer proprietary network information (“CPNI”). Customer hereby consents to the use, disclosure and access of CPNI by Company and Company affiliates and agents and partners for the purposes of verifying Customer usage and deployment of Service, improving the Service and marketing additional products and services that may be of interest to Customer. Customer acknowledges that it may withdraw its consent at any time by notifying Company. In the event that Customer withdraws its consent, Company will make commercially reasonable efforts to minimize the impact of such withdrawal upon Company’s provision of Service to Customer.

9.0 MESSAGES

9.1 If Customer uses the Services to send fax, email, phone, text, SMS or other messages (collectively, “Messages”) to any recipients (“Recipients”), as a condition for using such Service, Customer represents and warrants that: (i) Customer is solely responsible for the Messages; (ii) Customer has the legal right to send all Messages to the Recipients (including obtaining any required consents from the Recipients); (iii) the content, timing and purpose of all Messages, campaigns and programs are in compliance with all laws, rules and regulations; (iv) Customer is the sender of all Messages, and Company is merely acting at Customer’s direction as the transmitter of the Messages; (v) Company’s transmission of the Messages will not violate the rights of any third party or any law, rule or regulation; (vi) Customer has prior express consent to contact each wireless number delivered by Customer to Company in connection with the provision of Service; (vii) in the case of a wireless phone number, the intended Recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number; and (viii) Customer has, unless an exemption applies, obtained from the Recipient of any solicitation Message an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC’s Telemarketing Sales Rule and Section 64.1200(f)(8) of the FCC’s Telephone Consumer Protection Act Rules. Customer may use the Service to transmit Customer Content or direct Company to make contacts via any channel to, or with, Recipients to transmit Customer Content. Where Company reasonably believes Customer may not have complied with the provisions of this Section, Company may, at its option, scrub all numbers against any appropriate database deemed necessary to remove all wireless numbers and/or temporarily suspend Service related to the compliance concern. Upon request by Company Customer will promptly provide, in writing, proof of prior express consent and Customer’s process for consent management. Customer is responsible for all uses of the Service in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Customer acknowledges and agrees Company does not control nor monitor Customer Content nor guarantee the accuracy, integrity, security or quality of Customer Content. Use of recording any use of the Service may subject Customer to laws or regulations and Customer is solely responsible for and obligated to provide any required notification to those being recorded. Customer shall indemnify, defend and hold Company, its affiliates and their officers, directors, employees, and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from Company following

Customer's instructions in sending the Messages or Customer's breach of any representation and warranty set forth in this Section 9.

10. REPRESENTATIONS; WARRANTIES

10.1 Company agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Customer does not warrant or guarantee in any way the results from the Services.

10.2 Each party represents and warrants to the other that (a) its performance of this Agreement will not violate any provision of law, rule, regulation and/or regulations of any governmental authority to which such party is subject (including without limitation, (i) all applicable anti-bribery laws and regulations (e.g., the U.S. Foreign Corrupt Practices Act), (ii) all laws, regulations, codes of practice and guidelines regarding data privacy, telemarketing, do-not-call restrictions and requirements, "slamming", or deceptive business practices, (iii) all export control laws and regulations (including those promulgated by agencies of the United States Government, including the U.S. Departments of Commerce and Defense), which prohibit the export or diversion of goods to certain prohibited countries, and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business. Company may modify or improve Service during the term and may cease or modify Service without liability as reasonably required to comply with changes in law, rule, regulation or policy.

10.3 Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (d) the acceptance to this Agreement possesses all necessary authority to enter into the Agreement.

10.4 Customer represents and warrants that: (a) the Customer Systems and Materials, all representations to be made by Company as a part of Customer's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Customer's programs) will be in compliance with all laws, rules, regulations; and (b) Customer is solely responsible for the content and rights to use the Customer Systems and Materials and Company's use of the Customer Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Customer specifically acknowledges and agrees that Company has not and is not expected to provide Customer with any analysis, interpretation or advice regarding the compliance of any aspect of Customer's Materials or programs with any third-party rights or laws, rules, or regulations. Upon request, Customer shall provide reasonable proof of compliance with the provisions set forth in this section and Company shall have no obligation to provide Service where Company reasonably believes that Customer has not so complied.

10.5 Company represents and warrants that Company can grant the licenses, and privileges granted by this Agreement ("Licensed Materials"). Company expressly disclaims any warranty of merchantability or fitness of the Licensed Materials for a particular purpose and any other warranty, including that the Licensed Materials will not infringe any patent or other proprietary right. Company further represents and warrants that Company has no actual knowledge of any infringement claims filed against Company for practicing the Licensed Materials anywhere in the world. Except as set forth in this section, Company makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided "AS IS."

11.0 CHOICE OF LAW

11.1 This Agreement and all causes of action related to this Agreement or the Services will be governed by and construed in accordance with the laws of the state of California, USA, without giving effect to the conflict-of-laws principles thereof that would require application of the laws of a different state or jurisdiction. Customer agrees that any legal action involving this Agreement in any way will be instituted in a court of competent jurisdiction located in Santa Clara county, California, and Customer consents to jurisdiction of the state or Federal courts in the State of California over Customer's person for purpose of such legal action.

12.0 FORCE MAJEURE

12.1 Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers.

13.0 LAW ENFORCEMENT; FRAUD INVESTIGATION RELATED MATTERS

13.1 If Company receives a court order, subpoena, law enforcement request or an industry traceback group (an "ITB Group") fraud-calling inquiry related to the Service provided to Customer by Company pursuant to this Agreement that names Company, Company will comply with and respond to all court orders, subpoenas, and law enforcement requests or industry traceback requests as it deems necessary, including, without limitation, by referring the applicable requesting parties to Customer and disclosing Customer information.

14.0 LIMITED WARRANTY

14.1 ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SERVICES ARE PROVIDED "AS AVAILABLE". COMPANY AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH COMPANY OR THE SERVICES, OR THAT THE SERVICES WILL MEET ANY OF CUSTOMER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF COMPANY'S SERVICES ARE AT YOUR SOLE RISK. COMPANY IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND COMPANY'S REASONABLE CONTROL.

15.0 LIMITATION OF LIABILITY

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY, OR ITS SUPPLIERS OR AFFILIATES, BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGE FOR LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COST OF COVER OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF, OR RESULTING FROM THE SERVICES OR THIS AGREEMENT WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT MAY NOT BE EXCLUDED BY LAW, CUSTOMER AGREES THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY CUSTOMER IN REASONABLE RELIANCE, UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT CUSTOMER ACTUALLY PAID FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) OR ONE THOUSAND DOLLARS (US\$1,000).

16.0 INTELLECTUAL PROPERTY; PUBLICITY

16.1 Neither party may use the other party's name, trademarks, trade names or logos for any purposes without the prior written approval of the other party or to the extent necessary to provide the Services. Customer agrees that it will not identify Company as the provider of the Service to the media or any governmental, regulatory, or other official without prior notice to Company and Company's prior consent, unless required by legal process, law, rule or regulation. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent. Customer agrees Company shall have the right to place advertisements in financial and other newspapers and journals and in marketing materials at its own expense describing its services to Customer hereunder. Notwithstanding the foregoing, upon such public announcement, Company shall, without the Customer's further consent, have the right to include a "tombstone" with respect to such transaction on its Website or in any "pitch-book" or similar marketing materials to the extent such tombstone does not include any information not previously publicly disclosed by Customer or by Company.

17.0 CONFIDENTIALITY

17.1 Each party may disclose (the "Discloser") Confidential Information to the other party (the "Receiver"). Receiver will use Confidential Information only in connection with Services performed or received, hold Confidential Information in confidence, and not disclose Confidential Information except to its Affiliates, employees or agents who have need to know such Confidential Information in order to perform such party's obligations under this Agreement. Receiver is responsible for such parties' compliance with the confidentiality obligations set forth herein. Confidential Information means all information disclosed by Discloser that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable businessperson would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes the terms of this Agreement and any Service Agreement, business strategies, marketing plans, industry and competitive information, technology, trade secrets, computer systems, software, analytical procedures, techniques, skills, ideas, models, research, pricing, employee information and financial information of each

party and its Affiliates. Confidential Information will not include information (i) generally available to the public other than by Receiver's breach of this Agreement; (ii) already known to the Receiver at the time of disclosure by Discloser; (iii) rightfully received from a third party without restriction on disclosure; or (iv) independently developed by a party without use of Discloser's Confidential Information. Neither party will have any right in the other party's Confidential Information and will return or destroy all such Confidential Information upon written request of Discloser, provided that Confidential Information residing on Receiver's backup, disaster recovery or business continuity systems will not be subject to return or destructions but will continue to be subject to all other terms of this Agreement until destroyed. Receiver may disclose Discloser's Confidential Information as required by law or court order, provided that Receiver (unless prohibited by law) promptly notifies Discloser and cooperates with Discloser in Discloser's efforts to challenge the disclosure or seek appropriate protective order.

18.0 INDEMNIFICATION

19.1 Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Company and Customer are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. The parties confirm that they wish to have this Agreement written in English only. Customer authorize Company to monitor including the recording of calls for the purposes of quality assurance and Customer further consent to Company's use of automatic dialing equipment to contact you. Company's performance of the Services is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to Customer's use of Company's Website, the Services or information provided to or gathered by Company with respect to such use.

19.0 MISCELLANEOUS

19.1 Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Company and Customer are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. The parties confirm that they wish to have this Agreement written in English only. Customer authorize Company to monitor including the recording of calls for the purposes of quality assurance and Customer further consent to Company's use of automatic dialing equipment to contact you. Company's performance of the Services is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to Customer's use of Company's Website, the Services or information provided to or gathered by Company with respect to such use.

20.0 MODIFICATION

20.1 Company may, at any time, amend the provisions of this Agreement. Any amendment proposed by Customer may only be accepted by Company in a non-electronic writing manually signed by authorized representatives of the parties. Notwithstanding anything in this Section to the contrary, if Company posts amended terms on its Website, such terms will automatically become effective immediately after they are posted on the Website. By using the Services after such revised terms are posted, Customer agrees to be bound by any such amended provisions. Therefore, Customer should periodically visit the Website to examine the then-current Agreement.

21.0 GENERAL

21.1 Through its use of the Services, Customer agrees to comply with the Acceptable Use Policy (the "AUP") and is responsible for the use of the Services by all entities and individuals whom Customer permits to use the Services. Company has the right to change or modify the terms of the AUP at any time, effective when posted to its Website. Customer's use of the Services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

21.2 This Agreement with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option. All users of the Services must adhere to the terms of this Agreement. Company has the right, but is not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Company may also access and disclose any information (including transactional information) related to Customer's access and use of Company's Website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2)

complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting Company's rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. If any provision of this Agreement is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent. This Agreement are for the sole benefit of the parties and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

21.3 Notices from Company to Customer under this Agreement may be sent by mail, email, fax or other electronic media and will be considered given upon delivery to the physical address, fax number, email address or other contact information provided by Customer for billing or account management purposes. Notices to Company must be sent Company by email at support@voipessential.com

21.4 All questions concerning this Agreement shall be directed by email to: support@voipessential.com

21.5 THESE GENERAL TERMS AND CONDITIONS WAS LAST REVISED AND PUBLISHED ON JULY 7, 2021.

SERVICE TERMS AND CONDITIONS

In addition to the General Terms and Conditions, Customer agrees to the Service Terms and Conditions with respect to the Services provided by Company set forth herein.

1.0 Resale of Services

1.1 Customer is permitted to resell or remarket all or a portion of the Services, under its own branding, only to End Users of the Services (each action a "Resale"); provided, however, Customer is not permitted to resell the Services to any other resellers or other parties who in turn sell to End Users ("Wholesale Sale"). If any such Wholesale Sale occurs, Company may, at its option and sole discretion, terminate the relevant Services for material breach upon prior written notice and Customer shall have no right to remedy such default.

1.2 Upon any Resale of the Services Customer shall: (1) be solely responsible for the use of the resold Services by the End User; (2) be solely liable for all End User care matters with the resold Services; (3) not make any representation, warranty or covenant or otherwise make any commitment to the End User on behalf of Company; (4) is responsible for submitting to the applicable federal, state or local government, or by any third party acting on behalf of any such federal, state or local government, all taxes, surcharges and fees to the federal, state or local governmental authorities associated with Customer's reselling of Company's Services pursuant to this Agreement; (5) not use the logos, trademarks, service marks, trade names, tag lines, slogans, advertising, marketing or promotional material or any other right in or to the Company identity or, and (6) indemnify, defend and save harmless Company from and against any and all third party claims from any End User or otherwise resulting from any Resale of the Services.

1.3 Customer agrees to indemnify and hold Company harmless from any and all claims, liabilities, losses, judgments, damages, fines, penalties, forfeitures, settlements, and expenses, including without limitation attorneys' fees and costs, resulting from or arising out of your resale of the Services in violation of this section or any other provision of this Agreement. Customer's resale of the Services in violation of this section may result in the immediate termination of the Services, in Company's sole discretion, without prior notice.

2.0 Service Limitations

2.1 Customer acknowledges and agrees that the Services shall be offered by Company subject to continued availability of any of the Services in any jurisdiction, country or to any location. Customer further acknowledges and agrees that Company may elect not to offer a Service in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if Company determines in its sole discretion, that the continuation of such Service is not permitted or advisable.

2.2 Customer acknowledges and agrees the Services is (i) not intended to replace an End-User's primary phone service, such as traditional landline or mobile phone service; (ii) the Service may not be compatible with all communication equipment; (iii) different regulatory treatment may be applied to the Service than is applied to other telecommunications services, which may affect End Users' rights and obligations before regulatory agencies and other governmental bodies; and (iv) Customer shall bear sole responsibility to determine such rights and obligations and to ensure that an End User's use of the Service does not violate any such rights or obligations.

3.0 Prohibited Traffic

3.1 Customer shall only send to Company's platform traffic which is originated via Internet protocol ("IP"). Customer's causing, transmitting, or routing of any non-IP originated traffic to Company's platform may result in the immediate termination of Service, in Company's sole discretion, without prior notice. Company may, in its sole discretion, pass on to Customer any additional charges or fees which result from Customer's sending non-IP originated traffic to Company's platform.

3.2 Customer or an End-User of Customer shall not route, or request or permit the routing of any toll-free (8XX) calls or traffic to or in conjunction with any ports, DID, or POTS numbers assigned by Company, or use or permit the use of any other call routing method that would cause the originating carrier to bill Company, without the prior written consent from Company. In the event that Customer or Customer's End-User routes or sends such calls or traffic to Company's platform without the prior written consent of Company, then Customer shall be liable for any such charges billed to Company by an originating or transiting carrier as a result of such transmission or routing at the then applicable per minute rate. If the traffic is identified as payphone originated traffic, applicable payphone surcharges shall apply. The transmitting or routing of toll-free traffic to any ports, DID, or POTS numbers provided by Company without complying with the foregoing written consent requirements may result in the immediate termination of Service by Company, in its sole discretion, without prior notice.

4.0 Fraudulent Traffic

4.1 Customer and/or Customer's End-Users will not participate in or assist in any fraudulent usage, in any form or by any means. If Customer suspects, knows of, or should have known of any fraudulent usage, Customer will immediately stop all fraudulent usage and notify Company at support@voipessential.com. If Company becomes aware of unusual usage volumes or patterns, Company will make commercially reasonable attempts to notify Customer; provided, however, Company will have no obligation to notify Customer of any such volumes or patterns. Company's sole obligation to Customer with respect to any actual, alleged or suspected fraudulent Usage will be to reasonably cooperate with Customer, upon Customer's request. Notwithstanding anything in this Section to the contrary, Customer is and will remain solely responsible for any and all usage, fraudulent or otherwise.

5.0 Traffic Forecast

5.1 Customer agrees that performance may be dependent in significant part upon Customer's forecasts and projections. Company may request Customer to identify such traffic volumes for Service. Customer agrees to provide Company with good faith non-binding forecast of Customer's expected monthly traffic volume and geographic distribution over a one-month period. If requested by Company, forecasts shall be provided at least thirty (30) days in advance of the forecasted period and updated more frequently if a submitted forecast is no longer accurate.

6.0 Compliance with Law

6.1 Each Party (i) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (ii) will obtain any required governmental approval(s), and (iii) will comply with any and all applicable international and U.S. laws, regulations, including, without limitation, all applicable requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the Services.

6.2 Customer hereby agrees that it will not, and will ensure that any of its End-Users will not violate the Telephone Consumer Protection Act ("TCPA") pursuant to 47 C.F.R 64.1200 of the Federal Communications Commission ("FCC") and 47 U.S.C 227. Customer agrees to indemnify and hold Company, its officers, employees, agents, directors, shareholders, subsidiaries and affiliates harmless from and against any claim, cost, damage, demand, liability, loss, penalty, proceeding or reasonable attorney's fees imposed upon Company by reason of any claims or damages of whatever nature arising from or relating to any violation of this Section.

7.0 Changes to Service

7.1 Company may modify, alter, change or improve any or all the Services. If any Service is changed in a way that prevents Customer from using the Service, then Company will work with Customer to identify and use reasonable efforts to implement the best migration path away from such Service and into other Services that Company can make available to Customer.

8.0 Maintenance of Service; Regulation

8.1 Customer agrees to provide and maintain systems and materials reasonably required by Company to perform the Services, including as applicable, but not limited to: Customer or third party databases; Customer or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Customer Systems and Materials"). Company shall not be liable hereunder relating to the Customer Systems and Materials including the failure by Customer to timely provide the Customer Systems and Materials.

9.0 Interconnection

9.1 Customer shall connect to Company's platform in a manner and at locations determined by Company. Customer will, at Customer's sole cost, be responsible for providing all equipment (including proxy servers), software, facilities and IP connectivity including, without limitation, connectivity to Customer or Customer's End-Users.

9.2 The Parties intend that the provision of Services shall commence as soon as reasonably practical. If applicable, Customer and Company will reasonably cooperate with each other to test to ensure interoperability between their networks and systems. All necessary interoperability testing will be completed within a reasonable time period.

9.3 The parties will communicate as reasonably necessary to isolate and repair any problems in their respective networks; provided, however, each party will remain solely responsible for any costs or liabilities incurred in connection with the repair of any problem with respect to such party's network.

10.0 ACCESS CONTROL

10.1 Authentications. Customer shall ensure that all service personnel having access to the systems are authenticated by using user ids and passwords or by strong authentication mechanisms.

10.2 In addition to Company's obligation to protect personal information as outlined in Company's Privacy Policy, if Customer contacts Company and claims that he or she is entitled to access to an account, website, or domain registered with Company but is without access (for any reason such as but not limited to forgotten password or forgotten user name, data loss or corruption on personal computer, improperly locked out, etc.), Company will give access to the person who acceptably evidences that he or she has substantially all of the below information:

1. Name of the person who originally registered (if needed)
2. Email address of the person who originally registered (if needed)
3. Proof of payment method (mandatory)
4. Business license showing the name of the business on the service account with Company (if needed)
5. Photo ID of the person claiming ownership of the account (mandatory)
6. Proof of established service address (mandatory)

10.3 Only if the information required in Section 10.2 is a 100% match will Company change the e-mail address on Customer's account with Company. In addition, if needed, Company will reasonably attempt to contact the owner of the account according with the below guidelines:

1. If the current owner of the account can be reached within a 10 business day period of time, and can provide details of the account by login, and confirm they do not want to change ownership, Company will not grant access to the person claiming ownership of the account.
2. If the current owner can be reached, but cannot provide mandatory information of the account, then Company will grant access to the person claiming ownership of the account.
3. If the current owner cannot be reached after two attempts within a 10 business day period of time to do so, Company will then grant access to the person claiming ownership of the account.

10.4 If the person requesting access to an account with Company and is not able to satisfy the requirements under Section 10.2 and/or account access cannot be granted under Section 10.3 then Company will not give access and control to a claimant unless Company is served with a valid order of a court, agency, or appropriate Internet controlling entity such as Internet Corporation for Assigned Names and Numbers ("ICANN"), requiring Company to give such access and control to said claimant or unless there is submitted to Company at subpoena@VOIP ESSENTIAL.com a written statement duly signed by the person who originally registered said account which statement is duly notarized, and in which said originally registering person confirms that said claimant is entitled to access and control of the account, together with a written notarized statement duly signed by claimant which confirms claimant is entitled to access and control of said account, website and/or domain.

11.0 VOIP ESSENTIAL Messaging Services

11.1 Company shall provide Short Message Service (SMS) and Multimedia Messaging Service (MMS) (collectively “Messaging Service”) for Customer to transmit Messages to and from Network Operators with which Company has established connectivity, either directly or through Company’s underlying providers. Company shall have no obligation to transmit or receive Messages to or from a Network Operator with which Company does not have established connectivity, either directly or through Company’s underlying providers.

11.2 Company is not responsible, and shall have no liability hereunder, for any failed or delayed delivery of any Messages due to the acts or omissions of any third-party, or due to the functionality, lack of functionality or malfunction of any network or equipment not within Company’s direct control.

11.3 Customer is charged for each segment of Message received by Company from Customer, or a segment of a Message addressed to Customer that arrives at Company from another network, regardless of whether the message reaches the intended recipient.

11.4 All Messages are subject to Network Operator policies and conditions, including without limitation regarding maximum message length and technical formatting. Company reserves the right to segment, truncate, or otherwise reduce the length of any Message, to alter the technical characteristics of any Message, or to refuse to transmit and/or deliver a Message that does not comply with a Network Operator’s policies or conditions in accordance with the parameters specified in Section 11.7 below.

11.5 In the event at any time Company determines that it cannot, for technical or commercial reasons, provide Messaging Service based on any technical requirements or specifications Customer might request or demand, Company shall have no liability of any kind for declining to accommodate Customer’s request or demand or for declining to continue to provide any such Messaging Service if Company determines that Customer’s demand or request renders continued provision of such Messaging Service technically impractical or infeasible or commercially unreasonable.

11.6 Any source used to originate any Message that is delivered by Customer to Company for the transmission of two-way messaging must be assigned a lawful Telephone Number and Customer shall only use the Messaging Service for two-way communication, and permit such Messaging Service to be used, based on lawfully assigned Telephone Numbers. Company shall automatically assume, and rely on the forgoing obligation of Customer, that Telephone Numbers provided by Customer to Company have been lawfully obtained.

11.7 A Message must contain (in addition to other parameters) the originating address, a destination address, and Message body (or media URL for MMS, as applicable) in order for Company to deliver a Message to the Network Operator. The originating address must be a valid and working Telephone Number for which Customer is the owner/assignee of the Telephone Number or for which the Telephone Number owner/assignee has given permission to Customer to enable for Messaging Service and the owner/assignee of the Telephone Number has been verified by Customer.

11.8 Customer shall not bundle, aggregate or otherwise combine in any way any Messages originating from any Telephone Number with any Messages originating from any other Telephone Number, it being understood and agreed that each single unique Telephone Number shall only and exclusively be used for, including without limitation any and all billing and reporting purposes with respect to, Messages originating from, and terminating to, such single, unique Telephone Number.

11.9 Customer’s use of any Messaging Service shall (i) comply with Applicable Law, (ii) not involve the transmission, or facilitating the transmission, of any Inappropriate Content, and (iii) not include any Messages that originate from any source that is not, or has not been, assigned a Telephone Number within the North American Number Plan (“NANP”).

11.10 Customer shall under no circumstances send Unsolicited Traffic to any network platform and shall take every measure at its disposal to prevent the sending of such Unsolicited Traffic.

11.11 Customer shall comply with the CTIA Messaging Principles and Best Practices (the “CTIA Requirements”) that are acceptable to person-to-person (P2P) and application-to-person (A2P) SMS traffic. In the event the SMS traffic does not comply with the CTIA Requirements, then the SMS traffic may be blocked by a downstream carrier. Customer can find the CTIA Requirements on the CTIA website at www.ctia.org.

11.12 Customer acknowledges that Company or Company’s underlying providers do not own the database information contained in the SMS routing Database, and Customer releases and holds Company harmless from any damages Customer sustains by reason of Messages being delivered incorrectly or not at all. Customer acknowledges that the data is only as accurate as the data that exists in the applicable records as input by service providers and providers of telecommunications related services. Therefore, Customer agrees Company shall not be liable for inaccuracies in the processing of Messaging Services provided to Customer or its End-Users.

11.13 All applicable monthly recurring charges (“MRC”), non-recurring charges (“NRC”), and ancillary rates for the Service is pursuant to the rates specified in the Company’s on-line portal which is incorporated by reference. Company reserves the right, in its sole discretion, to change the Rates with seven (7) days prior notice to Customer. Further, if at any time a Network Operator or other Third-Party changes the Transit Fee on phone numbers then (i) Company shall pass through such fees to Customer at cost, (ii) Company shall promptly notify Customer of any such change to Transit Fees following Company’s receipt of such change, and (iii) Customer will have the right to terminate the Messaging Service at any time within ninety (90) days following receipt of such notice of Transit Fee change.

12.0 VOIP ESSENTIAL INTERNATIONAL TOLL FREE & LOCAL SERVICE

12.1 Company shall, through its underlying third-party carriers, provide on a non-exclusive basis International Toll Free (“ITF”) and International Local Service (“ILS”) together (the “Service”) to Customer. The Service allows Company, as ordered by Customer, to route to Customer’s toll free or local voice traffic that originates from certain countries outside of the United States and deliver such traffic to Customer to any country over a public Internet Protocol (“IP”) connection in Session Initiation Protocol (“SIP”) format with the SIP signaling terminating in the U.S. for taxation purposes.

12.2 Company will provide Customer with the proper signaling information for each call, including originating Calling Party Number (“CPN”) (a/k/a Automatic Number Identification (“ANI”)), but only to the extent technically feasible, allowed by law and when such information is provided to Company in the call flow.

12.3 The Service is intended for use as an inbound-only service provided through international local cloud and toll-free telephone numbers. Customer is prohibited from using the Service for (i) mass calling events; and (ii) excessive non-completed and invalid calls and failed calls due to inadequate Customer facilities (collectively, “Improper Calls”).

12.4 Company will make available to Customer Call Detail Records (CDRs) through the Company customer portal or APIs. The CDRs are confidential; thus, the Parties shall take all necessary measures to protect the CDRs from disclosure to or by unauthorized parties. To ensure compliance with applicable privacy law, the CPN in the CDRs is partially obfuscated.

12.5 Company shall notify Customer in writing of any governmental action or in country carrier that limits, suspends, cancels, withdraws, or otherwise materially affects, Company’s ability to perform its Service obligations.

12.6 All recurring, non-recurring charges, and call billing increments relating to the Service will be specified in Customer’s currently-in-effect Rate Deck or specified in the Company’s on-line portal which is incorporated by reference. For usage charges, Company will charge Customer a “per minute rate”, in U.S. Currency. The MOU rate will be based on the country code of the telephone number and for toll-free service based on whether the call originated from a landline, mobile or payphone device, where applicable.

12.7 Usage charges for Service will be the actual Minutes of Use (“MOU”) measured by the total number of MOUs the Customer uses, subject to billing increments stated in Customer’s currently-in-effect Rate Deck or specified in the Company’s on-line portal which is incorporated by reference.

12.8 Company reserves the right to modify the rates for Service with seven (7) days prior notice to Customer; provided, however, Company may provide a shorter rate change notice in the event Company is required to change the rate(s) as a result of (i) any Government action; (ii) unexpected events including, but not limited to, if Company should encounter a rate increase of more than twenty (20%) from its underlying third-party carriers; or (iii) a change to Company’s underlying third-party carriers. Modification in rates may be in the form of new rates, charges and/or surcharges.

12.9 In the event any toll free telephone number supported by Company’s platform is transferred to another Telecommunications Provider, Customer agrees that until the toll free telephone number is fully transferred from Company to another Telecommunications Provider and no further traffic for such toll free telephone number traverses Company’s platform, Customer shall remain bound by the terms of the Service.

12.10 If toll free telephone numbers are allocated to Customer, then Company will use commercially reasonable efforts to ensure that the details of the toll free numbers which are issued to Customer will be made available in a timely manner to any in-country organizations which wish to compile directories or provider directory assistance/inquiries.

12.11 To the extent of its respective responsibilities, Company will comply with any limitations placed on the use of the toll-free telephone numbers by the “in country” carrier or other international entity with jurisdiction over the toll-free telephone numbers. For clarity purpose, Company is not the carrier of record in any jurisdictions outside of the United States.

12.12 Once a toll free telephone number is assigned to Customer, the toll free telephone number may not be revoked or disconnected by Company except as permitted by law or due to the toll free telephone number not used by the Customer for a period equal to ninety (90) consecutive days, and unless Company has provided thirty (30) days' written notice or the maximum period of time permitted by regulation, whichever is longer, to Customer.

12.13 Company will use its reasonable efforts to provide toll free telephone number portability in order for Customer to provide compliant services to its End-Users as required by all applicable country (and state) laws and regulations, including without limitation, by responding to a porting request as necessary in order for Customer to meet any porting requirements applicable to Customer. At a minimum, Company will port out toll free telephone numbers as soon as reasonably possible, after a request by Customer. Company will port in toll free telephone numbers and/or respond to a porting request within the time required by applicable law or "in country" carrier.

12.14 Company will not be responsible if the toll free telephone numbers provided cannot be ported to another carrier as the decision to allow toll free telephone number portability is made by the originating (supplying) carrier as well as any domestic regulation affecting the supply and distribution of local and toll free telephone numbers. Further, Company will not be liable for service impacting outages that may occur during the porting of toll-free telephone numbers from Company to another Telecommunications Provider.

12.15 Customer agrees the toll free telephone numbers provided can only be ported away from Company at the end of any term of the Service; provided, however, should any government regulation permit for an earlier toll free telephone number port out then Customer shall be responsible at the time of the toll free telephone number port out for (i) a port cost of up to fifty dollars (\$50) per toll free telephone number; and (ii) the monthly telephone number subscription charge that would have been due to Company through the term of the Service. Rate shall be provided by Company via electronic notification in the form of electronic mail or posting to Company's on-line portal.

13.0 VOIP ESSENTIAL INBOUND TOLL-FREE TERMINATION

13.1 Company will originate Customer's toll-free voice traffic (e.g. 8XX, or calls with the following NPA: 800/888/877/866/855/844 or all open toll-free codes) within the North American Numbering Plan ("NANP") as defined in the Local Exchange Routing Guide ("LERG"), as ordered by Customer and delivers such traffic to Customer over an Internet Protocol ("IP") connection in Session Initiation Protocol ("SIP") format (the "Service").

13.2 Company will provide Customer with the proper signaling information for each call, including originating Calling Party Number ("CPN") (a/k/a Automatic Number Identification ("ANI")), but only to the extent technically feasible, allowed by law and when such information is provided to Company in the call flow.

13.3 Customer is strictly prohibited from using the Service for (i) mass calling events; and (ii) excessive non-completed and invalid calls and failed calls due to inadequate Customer facilities (collectively, "Improper Calls").

13.4 Company will make available to Customer Call Detail Records (CDRs) through the customer portal or APIs. The CDRs are confidential; thus, the Parties shall take all necessary measures to protect the CDRs from disclosure to or by unauthorized parties.

13.5 Customer acknowledges and agrees that Company will act as the Responsible Organization (the "RespOrg") and manage and administer Customer's toll free telephone numbers in the 800 Service Management System (the "SMS/800 Database") database, provided that Customer signs a letter of agency ("LOA") designating Company as the RespOrg for each toll free telephone number.

13.6 Company shall comply with the regulations applicable to the provision of SMS functions and support services for toll-free telephone numbers as promulgated or issued according with TARIFF F.C.C. NO. 1.

13.7 Company is not liable for; (i) any act or omission of the Number Administration and Service Center (the "NASC"), or (ii) by reason of errors made by NASC in connection with the SMS/800 Database.

13.8 All recurring, non-recurring charges, and call billing increments relating to the Service will be specified in Customer's currently-in-effect Rate Deck or specified in Company's on-line portal. For usage charges, Company will charge Customer a "per minute rate", in U.S. Currency.

13.9 Usage charges for Service will be the actual Minutes of Use ("MOU") measured by the total number of MOU the Customer uses, subject to the billing increments which are specified in Customer's currently-in-effect Rate Deck or specified in Company's on-line portal.

13.10 Company reserves the right to modify the rates for Service with or without prior written notice to Customer. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine the rates. Rate changes shall be provided by Company via electronic notification in the form of electronic mail or posting to Company's on-line portal.

13.11 Company shall assess Customer a payphone surcharge, when applicable, for all toll-free call attempts that originate from payphones that are delivered to the Company platform at Company's applicable rate. Payphone calls are defined as calls with calling classes of; 07 [restricted station], 25 [Pay station (POTS routed)], 27[Payphone (BOCOT/Network)],29[Prison/Inmate],70[Payphone (COCOT/smart)].

13.12 In the event any telephone number supported by Company's platform is transferred to another Telecommunications Provider, Customer agrees that until the telephone number is fully transferred from Company to another Telecommunications Provider and no further traffic for such telephone number traverses Company's platform, Customer shall remain bound by the terms of the Service.

14.0 VOIP ESSENTIAL VOICE TERMINATION SERVICE

14.1 Voice Termination is a service that allows the Customer to route its originated traffic within the North American Numbering Plan ("NANP") to Company's platform for call completion within the NANP territories and International Countries (the "Service"). The traffic must be presented to Company using SIP 2.0 protocol.

14.2 All recurring, non-recurring charges, and call billing increments relating to the Service will be specified in Customer's currently-in-effect Rate Deck or specified in Company's on-line portal. For usage charges, Company will charge Customer a "per minute rate", in U.S. Currency.

14.3 Charges for traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision from any source including Company equipment with such time accumulated at the end of billing period and rounded up to the next whole minute. Each call will be recorded and billed using the minimum duration and increments thereafter, based on the specification for each dial-code or NPA-NXX.

14.4 With advance notice, for calls that are terminated within the NANP, if greater than ten percent (10%) (the "Threshold") of all completed calls within the NANP have a duration of six (6) seconds or less (a "Short Call") in any given billing cycle, Company will bill an additional fee of \$.01 (the "Surcharge") for each SDC call over the Threshold. The Surcharge will be in addition to Customer's per minute usage rates.

14.5 Company reserves the right to change the Rates for Service (the "Rate Change Notice"). The rate changes are effective at Company's discretion following the date of the Rate Change Notice or specified in Company's on-line portal. Changes in the rates may be in the form of new rates and/or charges or through modification of existing rate elements, including billing increments.

14.6 For the purpose of determining each call jurisdiction (Interstate or Intrastate), the Parties acknowledge that the call jurisdiction will be determined on available call stream data. The Parties warrant that they will not delete or modify in any way the call stream data except in the instance to provide missing or otherwise contracted-to-insert data by the originating carrier. For all calls, interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating Automatic Number Identification ("ANI") and terminating NPA-NXX in the call record. Within the NANP, terminating jurisdictional location will be determined based on the post-dipped Local Routing Number (LRN) of both the originating and the called party numbers' will be used to determine call destination for billing purposes. If a call originates and terminates in the same state based on the originating LRN and terminating LRN, then the call will be an intrastate call and the call shall be billed at the appropriate intrastate rate. If a call originates and terminates in different states based on the originating and terminating LRN values, then the call will be an interstate call and the call shall be billed at the appropriate interstate rate. If the appropriate call jurisdiction data is not available in the call stream, the jurisdiction of these indeterminate calls will be declared to be intrastate and rated as such. For the purposes of determining originating ANI, the Customer is responsible for populating the OLI, M and P bits for SS7 calls and for SIP calls the following SIP header is used: FROM.

14.7 Internationally originated traffic, defined as calls that originate outside the United States that do not conform to the NANP format for the originating ANI and terminate within the United States, will be rated as interstate calls only if such traffic adheres to the standards of ITU E.164. If the information in the fields is non-conforming to E.164 or otherwise unidentifiable the traffic will be declared to be indeterminate and rated as such.

14.8 Company will make available for a period up to 120 days past the billing cycle, to Customer Call Detail Records (CDRs) through Company's on-line portal. CDRs records are confidential and thus, Parties shall take all necessary measures to protect from disclosure to or by unauthorized parties.

14.9 Company does not guarantee call completion, and the failure to complete any or all calls, regardless of reason in accordance with the Service will not constitute a breach of the Service. If Company cannot terminate a call for Customer, then if possible, Company shall return to Customer the call that will permit the Customer to route advance the call. Company is not under any obligation to attempt to deliver a call to any destination that is not stated in Customer's currently-in-effect Rate Deck or posted in Company's on-line portal.

14.10 Customer will: (i) manage the integrity of the traffic egressing Customer's network, (ii) manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm Company's platform; and (iii) screen and block calls destined to and/or numbers with invalid formats. In the event that Customer fails to comply with the requirements described directly above, Company shall have the right to take protective action against Customer in order to protect Company's platform, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved in Company's reasonable discretion.

14.11 Customer represents and warrants that it will not intentionally or knowingly alter, modify, delete, re-originate or re-classify any originating calling party information, or other signaling information or call detail (collectively "ANI Masking" or "Spoofing") in any manner in connection with the transport and origination of traffic to Company. If Company becomes aware of ANI Masking or Spoofing then Company may independently, without notice to Customer, take immediate action to suspend the routing of traffic by Customer to Company to the/those destination(s) over Company's platform.

15.0 VOIP ESSENTIAL DIRECT INWARD DIALING (DID); CNAM; E911

15.1 Company will (i) accept traditional telephony calls originating from the Public Switched Telephone Network ("PSTN") or Voice over Internet Protocol (VoIP) destined to Company's provided Telephone Numbers ("TNs"), (ii) provide a service which converts such traffic into Internet Protocol ("IP") packets, and (iii) deliver such traffic via Company's VoIP network to Customer and/or Customer's End Users via the Session Initiation Protocol ("SIP") (the "Service").

15.2 The DID numbers may be provided by Company to Customer, or ported to Company on behalf of Customer via Local Number Portability ("LNP"). The calls originating from the PSTN are converted to data packets in Company's IP Network and then delivered to Customer through a SIP interconnection.

15.3 The DID numbers may be provided by Company to Customer ("Native") or ported to Company on behalf of Customer via Local Number Portability ("LNP").

15.4 Porting and Native Numbers: To obtain the configurations of Service described herein, Company must be the Operating Carrier for the utilized telephone numbers (i.e. utilized telephone numbers must be assigned to Company's Operating Carrier Number ("OCN")). Company will provide Telephone Numbers ("TN's") that have been assigned to Company under Company's OCNs (i.e. native TN's).

15.5 Customer may request Company perform local number portability ("LNP") for existing geographically relevant telephone numbers to Company ("Port-In"). Customer represents and warrants that it has all necessary rights and authority necessary for any telephone number Port-In and will provide copies of letters of authority authorizing the same upon Company's request. Company may receive requests to port a telephone number currently assigned to Customer or to Customer's End-User to a third-party provider ("Port-Out"). Company will comply with all requests and will cooperate with the requesting party in performing such porting. Company makes no guarantees regarding the promptness of a Port-In or a Port Out; provided, however, all Port-In or Port-Out activity will be provided consistent with applicable law.

15.6 If applicable, Customer warrants strict compliance with applicable Federal laws, rules, or regulations and the laws, rules, or regulations of the state in which the Service is provided. Customer shall indemnify, defend and hold harmless Company from any third-party claim related to or arising out of any Port-In or Port-out activity performed by Company.

15.7 Customer acknowledges that Company's conservation of TN's is promulgated by the Federal Communications Commission ("FCC"), the state Public Utility Commission and the North American Numbering Plan Administration (together the "Regulatory Authority"). In the event a Regulatory Authority mandates Company to return unused TN's currently assigned to Customer, or in the event a TN is unused for more than six (6) consecutive months then Company will provide thirty (30) days written notice to Customer, with exception of a possible shorter notice provided when mandated by the Regulatory Authority before reclaiming unused TNs. Customer agrees to return to Company all TN's residing in Customer's pool of numbers on or before the end of such notice period.

15.8 The Parties will follow the LNP provisioning process recommended by the North American Number Council (“NANC”) and adopted by the Federal Communications Commission (“FCC”). The Parties agree that they will Port-In and Port-Out numbers in compliance with FCC rules and regulations and industry standards. Customer is responsible for obtaining and providing all necessary End-User information and authorizations, as required by applicable Law, prior to the submission to Company of a request to Port-In a telephone number to Company’s platform. Customer shall obtain and provide such information and authorizations in the manner required by applicable Law, including obtaining and providing a written letter of authorization from the End-User, if applicable. Customer shall at all times remain liable to Company for any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses (including attorney’s fees) of any kind and nature resulting from Customer’s failure to comply with this sub-Section and with all Laws applicable to the Porting-In of telephone numbers to Company’s platform.

15.9 Customers understand and agrees that any TNs, native or ported-in, will remain assigned to Company’s OCN for minimum of twelve (12) months under Customer’s account when unused and reclaimed before the TNs can be ported out to a third-party carrier.

15.10 Company will exercise commercially reasonable efforts to gain access to requested TN quantities; provided, however, Company does not guarantee TN availability.

15.11 Calling Name (CNAM) Storage for Customer’s Company TNs (native or ported TNs) will be available to Customer as described herein. For the purpose of the following provisions under Section 15.11 “Query” means any unique access of caller name (“CNAM”) services, and “Provider” means Company’s underlying provider of the CNAM services.

15.11.1 The CNAM Storage feature allows the name of the calling party to be delivered to the called party (“CNAM Content”) if the called party’s service provider allows for CNAM delivery.

15.11.2 The CNAM lookup allows the lookup and display of the CNAM information stored in the CNAM Database for incoming calls to the DIDs.

15.11.3 Customer warrants that all CNAM Content transmitted from Customer to Company for inclusion in the CNAM Database is accurate and that Customer has the right and authority to provide such CNAM Content to Company. Customer assumes sole responsibility for the accuracy for all CNAM Content which Customer presents to Company for entry in the CNAM Database or External Database (means a database operated by an entity other than Company that contains CNAM Content and to which Company has access).

15.11.4 Customer agrees that it shall comply with all applicable privacy and data protection laws, rules, and regulations related to the use of the CNAM services, including information provided to and from the CNAM services.

15.11.5 Customer agrees to use the CNAM services only to obtain information on a Query basis and that all Queries to the CNAM services will be primary; that is, except for use of your existing customer information, there will be no queries with another product or service to obtain information that might be obtained from the CNAM services without first making a Query to the CNAM services.

15.11.6 Customer shall not: (i) disassemble, deconstruct, decompile, or otherwise reverse engineer the CNAM services or any other Provider software used with the Provider’s services; (ii) use information obtained from the CNAM service with any technology or in any way to produce a result or functionality of another Provider service; or (iii) use the CNAM services with computer-generated, random information.

15.11.7 Customer shall not under any circumstances: (i) use information from the CNAM services to build a database for resale or for access by a third party in competition with the Provider’s services; (ii) allow information from the CNAM services to be used in any way to verify information from a third party that resells data in competition with Provider; or (iii) provide access to or information from the CNAM services to a company that resells data in competition with Provider or to a company that plans to resell to a third party access to the CNAM services or information obtained therefrom.

15.11.8 Except for licensed uses of Provider’s services, Customer shall not use the CNAM services in support of any kind of real-time geographic call routing service, which shall be defined as (i) connecting a caller to one location selected from multiple locations based on the geographic location of the caller, or (ii) speaking back or displaying information about locations selected from multiple locations based on the geographic location of the caller while the caller is on the line (e.g., for the routing of a telephone call via a telecommunications network or for providing location information, including displaying maps, calculating distance and direction, and generating direction instructions for two or more points on Earth, over the Internet).

15.11.9 Customer shall not, by any means, capture, store, record, cache, use for verification, link to other databases, or otherwise retain the information provided in response to a Query of the CNAM Service, except that end-user subscribers of the CNAM services may retain CNAM data delivered by the Provider in the call logs of end-user subscribers' hand-set premise equipment so long as end-user subscribers do not use such retained CNAM data in violation of this section.

15.11.10 Company makes no warranty, either express or implied, as to the completeness and the accuracy of CNAM Content in the CNAM Database or any External Databases and Company shall have no liability whatsoever for the accuracy or inaccuracy of any CNAM Content. Customer shall defend, indemnify, and hold Company harmless from and against all liabilities and costs arising from and all claims by any person based upon any inaccurate CNAM Content which Customer delivers to Company for entry or that Customer enters directly in the CNAM Database or any External Database.

15.12 Customer will have access to either Basic 911 ("B911") or Enhanced 911 ("E911") (collectively, "Emergency Service Connectivity"). Customer understands that Emergency Service Connectivity is provisioned only on domestic telephone numbers within the United States.

15.12.1 Customer acknowledges that the Emergency Service may not be available in the event of a power failure, fraudulent use, failure of Customer's equipment, service outage, or network or Internet congestion or outage, and Customer accepts the responsibility of ensuring that it has the means to make emergency calls. Customer also agrees to notify any End Users or potential End Users of the nature and limitations of the Emergency Service as described in this Agreement. Company will not be liable for any loss or damage (financial or otherwise) where Customer fails to do so.

15.12.2 The provision of Emergency Service shall be conditioned on Customer providing Company with accurate location data, call back number, valid address or any other information ("Emergency Call Information") required by Company to provide the Emergency Services. Customer shall provide Emergency Call Information in a timely manner. Customer shall update its Emergency Call Information whenever necessary to reflect changes. The Parties understand and acknowledge that should Customer fail to provide any such Emergency Call Information, Company may not be able to provide the Emergency Services, in whole or in part. Customer agrees to release, indemnify and hold Company and all of its affiliates, subsidiaries, employees, shareholders, agents, vendors, and representatives harmless from any and all claims, damages, suits, costs, charges, or fees (including attorney's fees and court costs) arising from or related to any claims or liability that may arise from Customer's failure to satisfy this Section 15.12.2 including resulting from the failure of Customer to provide a correct or updated address to Company.

15.12.3 For telephone numbers where Customer has not subscribed to Company's Emergency Service Connectivity, Company may forward an emergency call to an Emergency Call Response Center ("ECRC") for address verification to provide for call advancement to the appropriate Public Safety Answering Point ("PSAP") for an additional fee of ninety-five dollars (\$95.00) per each emergency service call.

15.12.4 All applicable monthly recurring charges ("MRC"), non-recurring charges ("NRC"), and ancillary rates for the Service is pursuant to the rates specified in the Company's on-line portal which is incorporated by reference. Company reserves the right, in its sole discretion, to change the Rates with seven (7) days prior notice to Customer.

16.0 All questions concerning this Agreement shall be directed by email to: support@voipessential.com