

Master Services Agreement

These terms and conditions, along with the pricing and products and services described on Telemitra's website, along with the agreement you executed with Telemitra, constitute the Agreement ("Agreement") between Telemitra Inc. ("Telemitra", "we", or "us") and the user ("you," "user" or "Customer") of Telemitra's services and any related products ("Service"). This Agreement governs both the Service and any equipment used in conjunction with the Service. Telemitra may, at its discretion and without notice, modify, change, add to or omit any terms and conditions in this Agreement without advance notice to you. Your use of this Service after one (1) full billing cycle constitutes your agreement to such changes. Upon request, Telemitra will mail to you a paper copy of this Agreement. This Agreement shall be effective the later of (i) the date it is signed by Telemitra or (ii) you first begin to use the Service or deliver credentials to Telemitra (the "Effective Date").

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY ITS TERMS AND CONDITIONS. YOU WAIVE ANY RIGHT TO TRIAL BY JURY TO RESOLVE ANY DISPUTES THAT MAY ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT.

1. SERVICE

1.1 Terms.

Monthly Terms: Unless 1.1b applies, Service is offered on a month to month basis that begins on the date Telemitra activates your Service, unless activation is delayed due to circumstances beyond the customer's control – then the term starts once the impediment to activation is removed and ends on the last day in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to disconnect Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten-day notice of discontinuation prior to the expiration of the then current term. Expiration of the term, suspension or discontinuation of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

- **Term Agreements:** Some products/services are available under a term agreement (Term). The Term starts on the day of the last billed new Service, or product (if applicable) whichever is later, and billing for Service commences when each Service is activated, unless activation is delayed due to circumstances beyond the customer's control— then the billing starts once the impediment to activation is removed. The Term and will automatically renew for successive terms equal to the initial term thereafter (in each case, a "Renewal Term"), until terminated in accordance with the remaining terms of this Agreement.

i. Either party may terminate a Term Agreement, for any reason or for no reason, at the end of the current term or any Renewal Term by providing the other party with not less than ninety (90) days prior written notice of termination.

ii. Either party may terminate a Term Agreement if the other party has committed a material breach of this Agreement, and such breach is not cured within thirty (30) days of the date the party in breach receives written notice of the breach. If we terminate this Agreement under this Section 1. (b) (ii) you shall pay us a termination fee equal to the sum of one hundred percent (100%) of the remaining minimum monthly fees that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services, plus any damages incurred by us as a result of your material breach.

iii. Before the end of the any term or Renewal Term, and without your breaching this Agreement, you may terminate a Term Agreement with respect to all Services by written notification to us. The Agreement shall terminate thirty (30) days thereafter, at which time you shall pay us a termination charge equal to the sum of one hundred percent (100%) of the remaining minimum monthly fees that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services. Customer has a right to reduce its Services requested without penalty if the reduction is related to a change in the Customer's business needs, and not to shift Services to a different provider.

1.2 Fair Use.

(a) Usage Review. Telemitra reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use Telemitra Services for normal purposes and will not employ methods or equipment to take advantage the Services by using the services excessively or for means not intended by Telemitra. Telemitra may terminate Service immediately if it determines, in its sole discretion, you are abusing its plans. We reserve the right to at any time enforce this policy.

1.3 Prohibited Uses.

(a) Unlawful. You shall use the Service and the Equipment only for lawful purposes. We reserve the right to immediately discontinue your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment for an unlawful purpose. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Equipment for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Telemitra will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) Inappropriate Conduct. You shall not use the Service or the Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Equipment in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Equipment in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Telemitra will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, Telemitra reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

1.4 Copyright; Trademark; Unauthorized Usage of Equipment; Firmware or Software.

(a) Copyright; Trademark. The Service and Equipment and any firmware or software used to provide the Service, or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Service, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of the websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of each Party are and will at all times remain the exclusive property of each Party. Nothing in this Agreement grants the other Party the right or license to use any of other Party's marks. Customer acknowledges that copyright for any delivered materials remains with Telemitra or the original copyright holder.

1.5 Scope of Service.

a) The analysis, reports and presentation included in the Service shall not be recirculated, redistributed or published by Customer except for internal purposes without the prior written consent of Telemitra and where necessary, with certain sources of the information included in the Service.

b) Customer shall not use any of Telemitra's or its Affiliated Companies' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Customer, and Customer acknowledges that it has no ownership rights in and to any of these names and marks.

c) Customer acknowledges and agrees that Telemitra may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of Telemitra, which may discharge those responsibilities, obligations and duties on behalf of Telemitra.

2. CHARGES; PAYMENTS; TAXES; DISCONNECTION

2.1 Billing. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to: activation fees; monthly Service fees; usage charges; international usage charges; advanced feature charges; federal, state and/or local taxes; discontinuation fees; and shipping and handling charges. The amount of such fees and charges shall be available upon request and may change from time to time. Telemitra may introduce new products and services at special introductory pricing. Introductory pricing may change at Telemitra's discretion. Notification of monthly invoices will be sent to you via mail or your email address on file with us. Any telecom usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules provided upon request.

2.2 Billing Disputes. You must notify us in writing within thirty (30) days after receiving your statement if you dispute any Telemitra charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

**Telemitra
115 Washington Ave**

2.3 Payment and Collection.

- (a) **Payment.** We bill in advance, except for usage or additional hourly charges on a monthly basis. Payment is due upon receipt. If payment is not received by the due date, a late fee of 1.5% of the unpaid balance will apply.
- (b) **Collection.** If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.
- (c) **Notices.** Telemitra will provide ten days advance notice prior to discontinuation of service.

2.4 Disconnection; Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service or a service component, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Telemitra will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

2.5 Taxes. State and local governments may assess taxes, surcharges and/or fees on your use of Telemitra Service. These charges may be a flat fee or a percentage of your Telemitra charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or equipment. Such amounts are in addition to payment for the Service or equipment and will be billed to you as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax exempt status. Tax exemption will only apply from and after the date we receive such certificate.

3. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

3.1 Limitation of Liability. We will not be liable for any delay or failure to provide the Service, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- (a) an act or omission of an underlying carrier, service provider, Telemitra or other third party
- (b) equipment, network or facility failure
- (c) equipment, network or facility upgrade or modification
- (d) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions
- (e) equipment, network or facility shortage
- (f) equipment or facility relocation
- (g) Service, equipment, network or facility failure caused by the loss of power to you
- (h) outage of, or blocking of ports or other impediment to usage of the Service caused by any third party
- (i) any act or omission by you or any person using the Service or Equipment provided to you
- (j) any other cause that is beyond our control, including, without limitation, a failure of or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

3.2 Disclaimer of Liability for Damages. IN NO EVENT WILL TELEMITRA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICE TO YOU IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

3.3 Indemnification and Survival.

- (a) **Indemnification.** You shall defend, indemnify, and hold harmless Telemitra, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Service.
- (b) **Survival.** The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

3.4 No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER TELEMITRA NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICE, EQUIPMENT, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENT OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF TELEMITRA'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY TELEMITRA OR TELEMITRA'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE WILL USE OUR BEST EFFORTS TO PROVIDE DIRECTORY LISTING INFORMATION TO A DIRECTORY CONTAINING SUBSCRIBER LISTING INFORMATION (SLI). WE SHALL NOT BE LIABLE FOR THE CONTENT OR ACCURACY OF ANY SLI (INCLUDING, BUT NOT LIMITED TO, A FAILURE BY ONE OR MORE DIRECTORIES TO "UN-PUBLISH" A NUMBER; ONE OR MORE DIRECTORIES PUBLISHING A WRONG NUMBER OR ONE OR MORE DIRECTORIES FAILING TO PUBLISH A LISTING) PROVIDED UNDER THIS AGREEMENT. YOU SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND US OR OUR SERVICE PROVIDERS FROM AND AGAINST ANY DAMAGES, LOSSES, LIABILITIES, DEMANDS, CLAIMS, SUITS, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING FROM, OR RELATING TO, DIRECTORY LISTINGS AND/OR RESULTING FROM OR ARISING OUT OF YOUR OR A THIRD PARTY'S CLAIM OF INACCURATE LISTINGS, FAILURE OF LISTINGS, INACCURATE USE OF THE SLI, OR FAILURE TO "UN-PUBLISH" A LISTING.

3.5 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

3.6 Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or equipment (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Service and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Service to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

4. Confidentiality.

4.1 Each party (a "Receiving Party") acknowledges that it and its employees, contractors, or agents may, in the course of satisfying its obligations hereunder, be exposed to or acquire information which is proprietary or confidential to the other party (a "Disclosing Party"). Any and all information in any form obtained by a Receiving Party or its employees, contractors or agents in the provision, performance or use of the Services or the satisfaction of such party's obligations hereunder, including but not limited to the financial terms of this Agreement, product and business information, financial information, trade secrets, know-how and information regarding processes, shall be deemed to be the confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party agrees (a) to hold all Confidential Information in strict confidence; (b) to disclose Confidential Information only to employees or contractors of the Receiving Party who have a need to know such Confidential Information and who are obligated to hold such Confidential Information in strict confidence; and (c) not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such Confidential Information to third-parties, or to

use the Confidential Information for any purposes whatsoever other than in connection with the Receiving Party's performance under this Agreement.

4.2 Confidential Information shall exclude all information, which (a) at the time of disclosure is, or thereafter becomes, a part of the public domain through no act or omission of the Receiving Party, its employees, contractors or agents; (b) was in the Receiving Party's possession as shown by written records prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is hereafter disclosed to the other party by a third-party who did not acquire the information directly or indirectly from the Disclosing Party; or (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, as evidenced by written records. Notwithstanding the foregoing, each party may disclose Confidential Information received in confidence to the limited extent (i) required by law to be disclosed, or in order to comply with the order of a court or other governmental body, provided that the party making the disclosure pursuant to the order shall first, to the extent it is permitted to do so, give written notice to the other party and make a reasonable effort to obtain a protective order to the extent permitted; or (ii) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do, but only to the extent and for the purposes of such required disclosure.

5. MISCELLANEOUS

5.1 Entire Agreement. This Agreement, the Service Order Agreement you executed with Telemitra, and the fee schedule for Service available upon request constitute the entire agreement between you and Telemitra and govern your use of the Service, superseding any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.2 Severability. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.3 Privacy. Telemitra's Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Telemitra is not liable for any lack of privacy, which may be experienced with regard to the Service.

5.4 Subcontractors. You understand, acknowledge, and agree that from time-to-time during the term of this Agreement, Telemitra may, in its sole and absolute discretion, delegate performance of some or all of its rights and obligations hereunder to third parties selected by Telemitra. You hereby consent to such subcontracting activity, provided that Telemitra shall remain accountable to you for the performance of any such obligations.

5.5 Letter of Authorization. The undersigned Customer hereby appoints Telemitra Inc. ("Telemitra") as agent for Telemitra to act as its authorized agent for all matters pertaining to providing the service. This agency includes disconnections of service and other requests as deemed necessary by Telemitra to implement the services ordered from Telemitra, including but not limited to: (1) securing information for activating, migrating, porting, disconnecting, editing and transferring service for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's DNS and directory listings.

5.6 Disputes. We each waive trial by jury in any civil actions or proceedings that are brought by either of us under the Agreement. Any and all disputes between us that arise under or in connection with this Agreement which cannot be resolved through good faith negotiation, or through discussions between each party's legal counsel, shall be submitted to non-jury trial, to be conducted in Delaware.

5.7 Export Controls: Customer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit certain services from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country.

5.8 Miscellaneous Terms:

- i. INTENDED USE. You are purchasing the Service for business purposes.

5.9 Consent to use Electronic Signatures and Records: For your convenience, Telemitra may provide access to certain components of its Service online. This may require you to enter into agreements or receive notices electronically. As a result, you acknowledge and agree that by clicking "I Agree" or "I Accept". You agree to conduct electronically without limitation the particular transaction into which you entered including entering into this Agreement;

- i. You have read and understand the electronic copy of electronic contracts, notices and records, without limitation including this Agreement, and any policies and any amendments;
- ii. You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter;
- iii. You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and,

- iv. You agree to receive electronically information about the Service and other electronic records into which you thereby enter including, without limitation, this Agreement.

5.10 Interpretation: The parties agree that, before signing this Agreement, each has had an opportunity (and is advised) to consult legal representation to assist it in interpreting and understanding the implications, duties, and potential liabilities that arise under this Agreement. Consequently this Agreement shall not be construed more strongly as against one party versus the other.