

TERMS OF SERVICE SIP INBOUND SERVICE

The following terms and conditions apply to and control all of Customer's access and/or use of GlobalPOPs Media Services, Inc., doing business as GlobalPOPs VoIP ("GlobalPOPs VoIP"), SIP Inbound (the "Service") as described herein and these Terms of Service ("TOS") constitute an agreement ("Agreement") between GlobalPOPs VoIP, and Customer ("Customer"). By accessing and/or using the Service, Customer acknowledges that Customer has read, understands and agrees to be bound by the terms and conditions in this Agreement. This Agreement governs the Service and any devices or computer operating software enabling the Service.

1. SERVICE DESCRIPTION. GlobalPOPs VoIP's Inbound Service is an IP termination service for PSTN originated calls available in selected GlobalPOPs VoIP markets using local telephone numbers. The Service enables Customer to provide voice services to third party end users ("Customers End Users" or "End Users") in multiple rate centers over a broadband connection supplied by Customer or Customer's End Users. **THE SERVICE IS NOT INTENDED TO REPLACE THE END USER'S PRIMARY PHONE SERVICE, SUCH AS TRADITIONAL LANDLINE OR MOBILE PHONE.** GlobalPOPs VoIP will provide Customer with local connectivity to the appropriate PSTN, and will deliver voice traffic to Customer through a net protocol conversion to an IP format via Session Initiation Protocol ("SIP") signaling. GlobalPOPs VoIP, and those third parties contracted by GlobalPOPs VoIP, will provide network facilities to connect Customer's service between the public switched telephone network ("PSTN") and the Customer-designated VoIP Interconnect.

2. SERVICE LIMITATIONS. Customer acknowledges and agrees, and commits to informing its End Users, that the Service may not be compatible with all non-voice communications equipment, including but not limited to, **home security systems, medical monitoring equipment, fax machines, satellite television systems, and computer modems.** Customer, on its own behalf and on behalf of its End Users, waives any claim against GlobalPOPs VoIP for interference or disruption of such services and equipment.

3. SERVICE DISTINCTIONS. Customer acknowledges and agrees that the Service is not a telecommunications service, and important distinctions exist between telecommunications services and the Service. In addition, different regulatory treatment is applied to the Service than is applied to telecommunications services, which may affect Customer's rights before regulatory agencies and other governmental bodies.

4. 911 SERVICES NOT INCLUDED. Customer acknowledges and agrees that the Service does NOT currently provide access to any 911 or similar emergency services (including, but not limited to, traditional 911, E911, or similar access to

emergency services). Customer will not provide the Service to End Users without first making arrangements to provide such End Users 911 service, in accordance with the rules of the Federal Communications Commission. Customer, on its own behalf and on behalf of its End Users, waives any claim against GlobalPOPs VoIP for the non-provision of such services. Customer shall be solely responsible for any liabilities that arise from its provisioning of, or failure to provide 911 services to itself or any End User. Customer shall defend, indemnify and hold GlobalPOPs VoIP harmless from any claim that may be asserted against GlobalPOPs VoIP, which arises from Customer's provision or failure to provide 911 services to its End Users pursuant to this Section.

There will be a \$100 charge assessed to Customer for any End User 911 call that is connected by GlobalPOPs VoIP, if Customer has not engaged GlobalPOPs VoIP to furnish 911 service.

5. DATABASE UPDATES. Customer will utilize order forms provided by GlobalPOPs VoIP to provide accurate data required by GlobalPOPs VoIP to complete all updates to the LIDB ("Line Information Database"), CARE ("Customer Access Record Exchange"), LNP ("Local Number Portability"), Directory Assistance and any other necessary databases. GlobalPOPs VoIP will invoice Customer for all charges associated with performing these updates and Customer agrees to pay GlobalPOPs VoIP for performing these updates. **In regards to LNP, Customer agrees to complete and verify LNP before updating the 911 database.**

6. CUSTOMER RESPONSIBILITIES.

A. Equipment/IP Address. Customer shall, at its sole cost, be responsible for (i) obtaining and providing all equipment, software and facilities necessary for the Customer's network to operate with the Service and (ii) providing to GlobalPOPs VoIP, prior to installation of the Service, the public IP address(es) for the Customer's VoIP Application. All of Customer's equipment used in conjunction with the Service must be SIP compatible. All such equipment must be approved by GlobalPOPs VoIP in advance and must be installed in a GlobalPOPs VoIP approved configuration. Customer shall be solely responsible for any liabilities that arise from Customer's responsibilities set forth herein. Customer shall defend, indemnify and hold GlobalPOPs VoIP harmless from any claim that any End User may assert against GlobalPOPs VoIP arising out of said responsibilities.

B. Network Facilities. Customer shall be solely responsible for any installation, testing or maintenance of network facilities between Customer's Point of Presence ("POP") and Customer's End User. Customer shall be solely responsible for any liabilities that arise from Customer's responsibilities set forth herein, and Customer shall defend,

indemnify and hold GlobalPOPs VoIP harmless from any claim that any End User may assert against GlobalPOPs VoIP arising out of said responsibilities.

C. Customers. Customer's End Users, shall be considered the customers of Customer. Customer shall take full responsibility for management of its End Users and any liabilities arising there from. Customer shall be solely responsible for its own End User solicitation, service request, creditworthiness, customer service, billing and collection, and license agreements. Customer shall be liable financially for usage generated by each of its End-Users even if Customer has not received payment there from. Customer shall defend, indemnify and hold GlobalPOPs VoIP harmless from any claim or liabilities arising from any acts or omissions of Customer's End Users. In addition, Customer is solely responsible for collecting, from its End Users, any payment of any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, regulatory fees, and charges now in force or enacted in the future, or additional costs imposed, that arise from or are a result of the Customer's provision of Services to its End Users. Customer shall indemnify, defend and hold harmless GlobalPOPs VoIP from all damages, losses, claims or judgments arising out of Customer's collection or payment of the aforementioned monetary obligations, including, without limitation, any liens, attachments, fines, interest penalties or reasonable attorney's fees.

D. Other Charges. Customer shall pay additional charges in those circumstances in which extraordinary costs and expenses are generated by Customer and reasonably incurred by GlobalPOPs VoIP beyond those normally associated with the Services, including but not limited to: (i) reinstallation charges following any suspension of Service resulting from the breach of these Terms of Service; (ii) costs associated with GlobalPOPs VoIP's employees, agents or third parties assisting Customer's with problems relative to Customer's network, equipment or service outage if GlobalPOPs VoIP determines that the Outage was not a result of GlobalPOPs VoIP's network or facilities; and (iii) costs associated with GlobalPOPs VoIP's employees, agents or third parties compliance with criminal, quasi criminal or civil subpoenas, court orders, and/or the like, that relate to Customer, Customer's End Users, or other third parties that access and/or use the Service by and through the Customer.

E. Audits. In the event any third party requires an audit of GlobalPOPs VoIP's interstate/intrastate minutes of traffic, Customer agrees to use commercially reasonable efforts to cooperate in such audit, using methods agreed upon by the parties, provided however that such methods shall comply with the standards, methods and procedures that GlobalPOPs VoIP may be contractually bound to abide to in third party contracts. If

such audit relates to the Services consumed by Customer, the expense of the audit shall be shared equally by the parties. Customer shall grant access to Call Detail Records (“CDRs”) and other necessary information reasonably available to GlobalPOPs VoIP or any third party solely for the purpose of verifying Customer’s interstate/intrastate minutes of traffic. Customer’s maximum liability for the costs such audits will be no more than fifteen thousand dollars (\$15,000) in any single calendar year.

7. TELEPHONE NUMBER PORTABILITY. If Customer transfers an existing phone number which is currently subscribed to a service provider other than GlobalPOPs VoIP, Customer represents that it has authorization to request, and does request, GlobalPOPs VoIP to: (i) notify the underlying telephone company of Customer’s decision, or that of Customer’s End User, to transfer the telephone number; and (ii) assign or reassign, at GlobalPOPs VoIP’s sole discretion, any telephone number to any network provider selected by GlobalPOPs VoIP. Customer further acknowledges and agrees, and commits to inform all End Users that: (i) End User must successfully install and activate Customer’s VoIP equipment prior to the date that the number transfer process is initiated; and (ii) GlobalPOPs VoIP has the right to refuse to transfer a number if, in its sole discretion, GlobalPOPs VoIP does not have the infrastructure to support the number. Customer remains solely responsible for any and all charges incurred with the telephone company from which any number is transferred. GlobalPOPs VoIP makes no guarantee as to the potential success of any initiated number transfer. GlobalPOPs VoIP will make reasonable commercial efforts to attempt to transfer any number requested so long as the aforementioned criteria are met, however, the number transfer process is not controlled in any way by GlobalPOPs VoIP, and as such, GlobalPOPs VoIP cannot warrant that a submitted number transfer will actually result in the number being transferred.

8. USE OF SERVICE.

A. Normal Use. The Service is intended for normal use. Customer and its End Users are expressly prohibited from, and shall be solely responsible for any liabilities arising from, using the Service for autodialing, telemarketing (including without limitation charitable or political solicitation or polling), continuous or extensive call forwarding, fax broadcast, fax blasting, or any other activity that results in usage inconsistent with expected usage patterns. If GlobalPOPs VoIP determines, in its sole discretion, that Customer is (or permitting its End Users to) use the Service for any activity that results in excessive usage inconsistent with GlobalPOPs VoIP’s expectations, then GlobalPOPs VoIP reserves the right at its sole discretion and without liability, to block traffic or terminate the Service without notice, or to modify the Service and assess additional charges for each month in which excessive usage occurred.

B. Calling Limitations. GlobalPOPs VoIP does not support certain call types offered by traditional phone services, including, but not limited to, 0+ calling (including without limitation collect or third party billing), 900 and 976 calls, and 10-10 “dial-around” calls. The Service may not support 311, 411, 511, 911 and/or other x11 services in some or all Service areas. Customer understands and acknowledges that access to the aforementioned functionality is not part of the Service. **The service is not intended to replace the end user’s primary phone service, such as traditional landline or mobile phone.**

C. Network Integrity and Security. Customer and its End Users are expressly prohibited from, and shall be solely responsible for any liabilities arising from, any use of the Service or any other action that, in GlobalPOPs VoIP’s sole discretion, is deemed to present a risk to the network integrity or security of GlobalPOPs VoIP or its vendors, whether directly or indirectly. GlobalPOPs VoIP, in its sole discretion, may terminate Customer’s Service without advance notice or liability if it determines Customer’s actions or the actions of any of Customer’s End Users could cause a network disruption or security breach. Customer agrees to indemnify and hold GlobalPOPs VoIP harmless from and against any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney’s fees) that arise from a violation of this Section.

D. Telephone Numbers. Customer understands and acknowledges and agrees that neither Customer, nor End User has any property right in a telephone number assigned by or transferred to GlobalPOPs VoIP. GlobalPOPs VoIP will provide, if available, inbound number porting service on behalf of Customer or Customer’s End Users in accordance with applicable Federal and state regulatory rules, decisions, implementing procedures and applicable law. Customer agrees to comply with all applicable rules, regulations and orders, including but not limited to all FCC and stated public utility commission rules regarding number porting. Customer agrees and understands that if GlobalPOPs VoIP is unable to port numbers (e.g. technical improbability, regulatory issues or due to agreements with underlying providers), any such numbers shall remain with GlobalPOPs VoIP.

E. Use Outside the United States. The Service is intended for use in the United States. If Customer or its End Users use or offer the service to individuals located in a country other than the United States, Customer and such End User does so at its sole risk, including the risk that such activity violates local laws. Use of the Service is expressly prohibited wherever its use violates local laws, and Customer is liable for any such violations. GlobalPOPs VoIP reserves the right to terminate the Service immediately and without notice or liability if it determines that Customer, or

any of its End Users are using the Service in violation of applicable local laws.

F. Unlawful and Prohibited Use. Customer agrees to use the Service only for lawful purposes and warrants that its End Users shall do the same. Customer and its End Users are expressly prohibited from, and shall be solely responsible for any liabilities arising from, using the Service to transmit or receive any communication or material, of any kind, if, in GlobalPOPs VoIP's sole judgment, the transmission, receipt, or possession of such communication or material would constitute, or encourage conduct that would constitute, a criminal offense, give rise to a civil liability, or otherwise violate any applicable laws. Customer and its End Users are expressly prohibited from, and shall be solely responsible for any liabilities arising from, using the Service for any abusive or fraudulent purpose, including using the Service in a way that interferes with ability of GlobalPOPs VoIP to provide the Service to Customer or other customers, or avoids Customer's obligation to pay for the Service. GlobalPOPs VoIP, in its sole discretion, may terminate the Service immediately and without advance notice or liability if it believes Customer or any of its End Users has violated the aforementioned restrictions. Customer hereby agrees to indemnify and hold GlobalPOPs VoIP harmless against any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from the violation of this Section. If GlobalPOPs VoIP, in its sole discretion, believes that Customer or any of its End Users has violated the aforementioned restrictions, GlobalPOPs VoIP may forward personally identifiable information to the appropriate authorities for investigation and prosecution and Customer hereby consents to such forwarding.

G. Audit and Law Enforcement. GlobalPOPs VoIP reserves the right to audit Customer's (and Customer's End Users) use of the Service to enforce the provisions of this Agreement and reserves the right to track and monitor Customer's use of the Service and usage subject to the requirements of the United States Patriot Act, the Communications Assistance for Law Enforcement Act ("CALEA"), and other laws and appropriate law enforcement processes. Customer acknowledges and agrees that this Agreement is sufficient notice to Customer of such monitoring to the extent any notice is required under applicable federal or state law.

H. Quality Control. GlobalPOPs VoIP engineers will assess the quality of voice traffic over the Service. Customer acknowledges and agrees on its own behalf and on behalf of its customers that such quality control assessments may require that GlobalPOPs VoIP engineers listen to End User telephone calls.

I. Content. GlobalPOPs VoIP does not operate or control the content transported by the Service. GlobalPOPs VoIP shall have no liability or responsibility for the content of any communication transmitted via the Service hereunder. Customer shall defend, indemnify and hold harmless GlobalPOPs VoIP from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content, and from any and all third-party claims relating to Customer's use of Services hereunder. Customer shall make no claim against Supplier regarding said content.

9. NON-DISCLOSURE. Customer and GlobalPOPs VoIP acknowledge that it may obtain from the other information relating to the Service or method of doing business used by the Disclosing Party which is of a confidential and proprietary nature and which requires that certain steps be taken to ensure its protection (the "Proprietary Information"). Such Proprietary Information may include without limitation trade secrets, know-how, inventions, techniques, processes, programs, schematics, theories of operation, software source documents, data customer lists, financial information, business information, sales and marketing plans and data. Although certain information may be generally known in the relevant industry, the fact that GlobalPOPs VoIP uses the same may not be so known and in such instance would comprise Proprietary Information if so characterized. Furthermore, the fact that various fragments of information or data may be generally known in the relevant industry does not mean that the manner in which GlobalPOPs VoIP combines them, and the results obtained by such combining, are so known and in such instance would also comprise Proprietary Information if so characterized. A recipient of Proprietary Information shall not, without the prior written consent of the owner of the Proprietary Information, disclose the information to any person or entity, except for the recipient's, and/or its Affiliates', employees, contractors and consultants who have a need to know such Proprietary Information. The recipient may disclose Proprietary Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient take all reasonable steps to give the disclosing party prior notice sufficient to contest such request, requirement or order. The recipient shall protect Proprietary Information from disclosure using the same degree of care used to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Because money damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to money damages.

10. COPYRIGHT, TRADEMARK, AND UNAUTHORIZED USE. This Agreement shall not be construed to grant either Party any right to use any of the other Party's, or its affiliates, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") or otherwise refer to the

other Party in any marketing, promotional or advertising materials or activities. Without limiting the generality of the forgoing, neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of any contractual relationship between the Parties, without the written consent of the other Party, except as may be required by law. The Service and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, and all services, information, documents, and materials on GlobalPOPs VoIP's website are protected by copyright, trademark, or other intellectual property laws and international treaty provisions. Customer acknowledges that Customer is not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, other than a nontransferable, revocable license to use such firmware or software strictly in accordance with the terms and conditions of the Agreement, and exclusively for use in connection with the Service.

11. CHARGES AND PAYMENTS

A. Charges. The charges associated for the Service are contained in the applicable Service Order. Customer understands and agrees that, in addition to amounts contained in any applicable Service Order, GlobalPOPs VoIP may pass through to Customer any amounts assessed by regulatory agencies, taxing authorities, or otherwise billed to GlobalPOPs VoIP by its underlying vendors that are engaged in the provision of the Service.

B. Failure to Pay. GlobalPOPs VoIP may suspend, restrict, or cancel the Services and this Agreement, without further liability, if Customer does not make payments for current or prior bills by the required due date. Service suspension or cancellation will result in Customer's loss of the telephone numbers associated with the Service.

C. Late Payment Charge. GlobalPOPs VoIP may add interest charges to any past-due amounts at a rate equal to the lesser of 2.5% per month or the maximum rate allowed by law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of the rights of GlobalPOPs VoIP to collect the full amount of Customer's charges for the Service. Customer agrees to reimburse GlobalPOPs VoIP for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments.

D. Taxes and Fees. Customer is responsible for, and must pay, any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, regulatory fees, and charges now in force or enacted in the future or additional costs imposed that arise from or as a

result of the Customer's consumption of the Service. Similarly, GlobalPOPs VoIP may pass through to Customer taxes and fees owed by GlobalPOPs VoIP to the extent permissible by law. These amounts are in addition to payment for the Service and will be billed to Customer. If Customer is exempt from payment of such charges, Customer must provide documentation satisfactory to GlobalPOPs VoIP that Customer is exempt. Tax exemption will only apply from and after the date GlobalPOPs VoIP receives this documentation. Taxes will be in the amounts specified by federal, state, and local authorities. Customer shall indemnify, defend and hold harmless GlobalPOPs VoIP from all damages, losses, claims or judgments arising out of any exemption claimed by Customer, including, without limitation, any liens, attachments, fines, interest penalties or reasonable attorney's fees.

E. Billing Disputes. If Customer wishes to dispute any charges billed to it pursuant to this Agreement, Customer must notify GlobalPOPs VoIP within thirty (30) days after receiving the invoice containing such disputed amounts, or such dispute will be deemed waived. Notification of a billing dispute does not provide Customer with any relief of obligation to pay the undisputed portion of Customer's invoice.

12. INDEMNIFICATION. Notwithstanding anything to the contrary herein contained, Customer agrees to indemnify and hold GlobalPOPs VoIP, and its parent companies, affiliates, employees, directors, officers and shareholders, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by GlobalPOPs VoIP, its officers, directors, employees, affiliates and agents relating to, this Agreement and/or Customer's violation thereof, the Services, taxes, or 9-1-1 dialing features, including without limitation any claims asserted by End Users or other third party. GlobalPOPs VoIP shall promptly notify Customer in writing of any claim for which it is obligated under this indemnity and for which GlobalPOPs VoIP may seek indemnification. Further, each Party ("Indemnifying Party") agrees to indemnify and hold the other Party, and its parent companies, affiliates, employees, directors, officers and shareholders, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation reasonable attorneys' fees and costs of litigation, incurred or suffered by the other Party, its officers, directors, employees, affiliates and agents, that result from the Indemnifying Party's gross negligence or willful misconduct.

13. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER GLOBALPOPS VOIP OR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING

REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE AFORMENTIONED SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS SET FORTH HERERIN. EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER GLOBALPOPS VOIP NOR ANY OTHER THIRD PARTY SERVICE PROVIDER/VENDOR WHO FURNISHES SERVICES TO GLOBALPOPS VOIP OR ENABLES GLOBALPOPS VOIP TO FURNISH SERVICE TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT SHALL HAVE ANY LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACT OR OMISSION OF GLOBALPOPS VOIP. NEITHER GLOBALPOPS VOIP NOR ITS AFFILIATES, SISTER COMPANIES, PARENT COMPANIES, AND THE EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, AND AGENTS OF THE SAME, SHALL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ORGANIZATION FOR ANY INTERRUPTION OF SERVICE, LOST DATA, LOST TIME OR OTHER SYSTEM RELATED DAMAGES, DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT, COST OF CAPITAL, ETC., PERTAINING IN ANY WAY TO THE SERVICES PROVIDED BY GLOBALPOPS VOIP UNDER THE TERMS OF THIS AGREEMENT. IN NO EVENT SHALL GLOBALPOPS VOIP, AND ITS AFFILIATES, SISTER COMPANIES, PARENT COMPANIES, AND THE EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, AND AGENTS OF THE SAME, BE RESPONSIBLE FOR ANY LIABILITIES ARISING OUT OF: (I) THE FAULT OF FACILITIES OR EQUIPMENT UTILIZED BY A THIRD PARTY PROVIDER, OR CUSTOMER (INCLUDING ANY OF CUSTOMER'S AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR END USERS); (II) ANY ACT OR OMISSION OF A THIRD PARTY PROVIDER OR CUSTOMER (INCLUDING ANY OF CUSTOMER'S AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR END USERS); (III) ANY SERVICES PROVIDED BY CUSTOMER OR A THIRD PARTY PROVIDER; (IV) UNAUTHORIZED ACCESS TO CUSTOMER'S OR ITS END USER'S FACILITIES, PREMISES, OR EQUIPMENT; (V) FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S AND ITS END USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENT FAILURE, OR ANY OTHER MEANS, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF GLOBALPOPS VOIP'S, OR ITS SERVICE PROVIDER'S/VENDOR'S, ACT OR OMISSION. IN NO EVENT SHALL GLOBALPOPS VOIP, AND ITS AFFILIATES, SISTER COMPANIES, PARENT COMPANIES, AND THE EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, AND AGENTS OF THE SAME, HAVE ANY LIABILITY TO CUSTOMER WHATSOEVER ON ACCOUNT OF ANY ACT OR OMISSION OF GLOBALPOPS VOIP RELATED TO 911 EMERGENCY DIALING. FURTHERMORE, IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF GLOBALPOPS VOIP AND ITS AFFILIATES, SISTER COMPANIES, PARENT COMPANIES, ARISING WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER IN

THE TWELVE MONTHS UNDER THIS AGREEMENT IMMEDIATELY PRECEDING THE CLAIM.

NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER.

14. WARRANTY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING ANY EQUIPMENT FURNISHED BY GLOBALPOPS VOIP, GLOBALPOPS VOIP AND ITS SUPPLIERS, VENDORS AND SUBCONTRACTORS MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICE, EQUIPMENT, OR ANY OTHER EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY OF DATA, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, ANY WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S OR ITS END USER'S ENJOYMENT OF THE SERVICES, ANY OTHER SERVICES OR ANY PRODUCT PROVIDED UNDER THIS AGREEMENT, OR AGAINST INFRINGEMENT OF ANY NATURE. GLOBALPOPS VOIP, AND ITS SUPPLIERS, VENDORS AND SUBCONTRACTORS, ALSO MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. GLOBALPOPS VOIP DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY GLOBALPOPS VOIP OR ITS EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

15. DISPUTE RESOLUTION BY BINDING ARBITRATION. IT IS IMPORTANT THAT CUSTOMER READS THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

Any dispute or claim between Customer and GlobalPOPs VoIP arising out of or relating in any way to the Service or the Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall be final and binding. In conducting the arbitration and making any award, the arbitrator shall

be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms. Without limiting the foregoing, the parties agree that no arbitrator has the authority to award relief in excess of what this Agreement provides.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT, INCLUDING PUNITIVE OR EXEMPLARY DAMAGES. CUSTOMER WAIVES ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

The arbitration shall be conducted in English in Allegheny County, Pennsylvania and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either Customer or GlobalPOPs VoIP may seek any interim or preliminary relief from a court of competent jurisdiction in Allegheny County, Pennsylvania necessary to protect the rights or property of Customer or pending the completion of arbitration.

CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

16. TERM. This Agreement shall become effective on the date Service is ordered by Customer. This Agreement and any Services provided hereunder may be terminated at any time by either party, without further liability, upon written notice to the other, provided, however, that Customer shall pay all charges and fees, resulting from Customer's use of the Service, that have accrued to the date of termination.

17. MISCELLANEOUS

A. General Provisions. These TOS do not provide any third party, including, without limitation, Customer's End Users, with a remedy, claim, or right of reimbursement. These TOS, and all other aspects of the use of the Service and the website, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules. This governing law provision applies no matter where Customer or its End Users resides, or where Customer uses pays for or provisions the Service. These TOS constitute the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in these TOS will be allowed to

contradict, explain, or supplement it unless agreed upon by the Parties in writing. Neither Customer nor GlobalPOPs VoIP is relying on any representations or statements by the other party or any other person that is not included in these TOS.

B. Force Majeure. Neither Party to this Agreement assumes a risk of any event, foreseeable or unforeseeable, and beyond the reasonable control of either Party, that has a material effect upon the agreed exchange contemplated herein. Such event will provide either party with the right of terminating this Agreement, upon 30 days written notice to the other Party, without further liability of either party, except for charges which have accrued up to the date of termination.

C. Privacy. The Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. GlobalPOPs VoIP and its affiliates, sister companies, parent companies, vendors, independent contractors and services providers, and the employees, owners, officers, directors, and agents of the same, shall not be liable for any lack of privacy which may be experienced with regard to the Service.

D. Survival. The provisions of these TOS that, by their purpose, are intended to survive the termination of this Agreement shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses (including those relating to 911 Emergency Dialing), limitations on liability, warranty limitations, billings, non-disclosure and Customer's obligations to pay for the Service provided, including any additional usage charges, shall survive any termination of this Agreement or termination of the Service indefinitely.

E. Non-Waiver. Failure by either Party to insist upon strict performance of any terms or conditions of these TOS or failure or delay to exercise any rights or remedies provided herein or by law shall not release either Party from any of the warranties or obligations of these TOS, and shall not be deemed a waiver of any right to insist upon strict performance hereof or any of its rights and remedies.

F. Changes to the TOS. GlobalPOPs VoIP may modify all or part of these Terms of Service at any time, and notice of modifications hereto shall be sent to Customer with billing invoices, via the same method, or by such other means as may be agreed upon by GlobalPOPs VoIP and Customer in writing. Customer's continued access and/or use of the Services after being sent notice of such modifications shall be deemed Customer's conclusive acceptance of the modified Terms of Service. In addition to providing the above mentioned notice, GlobalPOPs VoIP shall publish the modified Terms of Service at

<http://www.globalpopsvoip.com/voip/terms-of-service.html>. Customer agrees to review the Terms of Service periodically to be aware of any and all modifications. Any current TOS as posted supersedes all previously agreed to electronic and written terms of service.

G. Severability. If any term of these TOS is illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of these TOS shall then be fully enforceable.

H. Third Parties. Notwithstanding anything to the contrary contained herein, no End User or any other third party shall be considered a party to or beneficiary of this Agreement or have any claim under this Agreement against either Customer or GlobalPOPs VoIP, and the affiliates sister companies, parent companies, vendors, independent contractors and service providers of the same.

I. Assignment. Customer may not assign this Agreement without the express written consent of GlobalPOPs VoIP, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign all its rights and obligations hereunder to: (i) any of its Affiliates; (ii) any entity that results from a merger or consolidation with Customer; or (iii) any purchaser or other acquirer of substantially all of Customer's assets or equity. No such assignment of obligations shall relieve Customer of any liability or obligation hereunder unless otherwise agreed to in writing by both parties.

J. Business Relationship. This Agreement shall not create any agency, employment, joint venture, partnership, representation or fiduciary relationship between the Parties. Neither party shall have the authority, nor shall any party attempt, to create any obligation on behalf of the other party.