

## 911 TERMS OF 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") E911 Service as described herein and these Terms of Service ("TOS") constitute an agreement ("Agreement") between GlobalPOPs VoIP, and customer ("Customer"). By ordering, 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. 911 SERVICES.** Upon Customer's submission and GlobalPOPs VoIP's acceptance of an Order Form requested such services, GlobalPOPs VoIP shall, pursuant to the Conditions and Terms in this TOS, provide Customer with Wholesale switch access to Enhanced 911 service. Enhanced 911 service is the North American telephone network ("NANP") feature of the 911 emergency-calling system that automatically associates a physical address with the calling party's telephone number (the "Service"). For each instance that Customer wishes to provide the Service to its End Users by and through GlobalPOPs VoIP, Customer shall notify GlobalPOPs VoIP in writing, and provide GlobalPOPs VoIP with any and all information that is required by GlobalPOPs VoIP to provision such services in each requested rate center.

**2. END USER INFORMATION.** Unless otherwise indicated in writing by Customer, GlobalPOPs VoIP will enter End-User DID/DOD numbers into the relevant emergency 911 database on behalf of Customer. Customer will be responsible for accurately providing GlobalPOPs VoIP with all information necessary to ensure the accuracy of each ALI and Public Safety Answering Position ("PSAP"), including, but not limited to, all DID/DOD numbers for each End User and a correct and valid emergency response address for each DID/DOD. Further Customer must provide, and instruct Customer's End Users to provide, GlobalPOPs VoIP with all updates of said information. All of Customer's End Users information must be accurately provided and provisioned in the ANI database in order to provide full 911 service functionality. If a 911 call is made from a non-provisioned or improperly-provisioned telephone number, the call will not be normally and automatically routed to the correct PSAP, and shall be routed to the backbone provider's 24/7 Emergency Call Routing Center (ECRC). In such event, a per-call charge of \$100 will be billed Customer. Customer will be required to utilize order forms provided by GlobalPOPs VoIP to provide complete and accurate ALI/911 information to GlobalPOPs VoIP. Customer will indemnify and hold GlobalPOPs VoIP harmless from any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from the failure of Customer to provide GlobalPOPs VoIP with accurate ALI/911 database entries and updates thereto. If Customer elects to be responsible for entering ALI/911 information into the relevant emergency databases, then Customer will indemnify and hold GlobalPOPs VoIP harmless from any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from the failure of Customer to enter and maintain accurate database entries for all Customer End Users.

**3. PREMATURE USE.** Regardless of whether Customer elects to be responsible for performing the emergency database entries and updates, or requests that GlobalPOPs VoIP perform such function, GlobalPOPs VoIP strongly advises that Customer not allow any number to become active unless the ALI and PSAP database updates for such number have been completed. Customer will be responsible for routing any 911 calls made by its End Users during the interval after a given number is active but prior to the processing and completion of the 911 database information for that number. Customer understands that this interval may be significant. If Customer provides its End Users any active number prior to confirming that the relevant 911 database updates have been completed for that number, Customer agrees to indemnify and hold GlobalPOPs VoIP harmless from any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from the use of such number(s).

**4. THIRD PARTY CARRIER BACKBONE PROVIDER.** GlobalPOPs VoIP's designated third party service carrier routes VoIP V911 calls by way of native 911 solution where said third party carrier's backbone provider has access to the E911 service infrastructure. Said third party carrier's backbone provider must obtain and is diligently pursuing to secure the following from E911 service providers: (i) Mechanism to route a VoIP V911 call to an appropriate Selective Router via the PSTN; (ii) Deployment of infrastructure to route VoIP V911 call to an appropriate Selective Router; and (iii) Permission to provision and permission to steer off the regional ALI databases.

## 5. REGIONAL SERVICE LIMITATION.

(a) Relative to the provision and use of the Service in regions where a native 911 solution is utilized, the following limitations apply: (i) In the event of an address geo-coding or MSAG ("Master Street Address Guide") validation failure, the error records can not be processed in real-time. Commercially reasonable efforts will be made to resolve the records in error. There may be instances that will prevent the correction of errors, causing delays in provisioning the End Users data into the provisioning systems. Addresses in error that can not be resolved will be returned to Customer for handling individually with Customer's End User; and (ii) The Service is predicated on using primary wireline Public Safety Answering Point ("PSAP") boundaries for routing the Service's emergency calls to the appropriate PSAP. The primary wireline boundary information is collected and is entered into a database for real-time queries for PSAP boundary lookup. Customer acknowledges that primary wireline PSAP boundary data may not be available for the entire United States and that this 911 service is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route a VoIP emergency call.

(b) Relative to the provision and use of the Service in regions where a non-native 911 solution is utilized, the following limitations apply: (i) The Service uses wireless PSAP boundaries when a primary wireline PSAP boundary is not available. Therefore, the 24x7 PSAP DN provided to Customer when a Customer's End User places an emergency call may correspond to a PSAP other than the PSAP that would normally receive wireline emergency calls placed from the End Users location; (ii) Customer's End User physical service address and call back number will not be presented to the PSAP; (iii) In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact Customer to obtain information that would automatically allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should or will be handled.

If an address provided for by Customer or Customer's End Users cannot be recognized by the system and/or can not be geo-coded, neither GlobalPOPs VoIP or its third party carriers, or such other third parties utilized by such third party carrier assumes any liability or responsibility for providing emergency calling services for the telephone number associated with such address. For emergency call routing using the Emergency Call Routing Center ("ECRC") (i) if caller cannot speak or identify his or her address, (ii) if data connectivity between Customer VoIP End User address database and the ECRC is interrupted, or (iii) if Customer's NOC cannot provide Customer End User's location information, Customer acknowledges the GlobalPOPs VoIP and any third party carrier or backbone service provider shall have no ability to assist the caller and Customer agrees to indemnify and hold harmless GlobalPOPs VoIP from all third party claims arising from such circumstances. Customer understands and acknowledges, and commits to informing its End Users of, the nature and limitation of 911 Emergency Dialing over the Service. Customer acknowledges and agrees that GlobalPOPs VoIP will not be liable for any Service outage and/or inability to dial 911 or to access emergency service personnel due to the characteristics and limitation of the Service.

**6. CPN TRANSLATIONS.** Customer understands that all End User calls must be delivered with the appropriate calling party number ("CPN") representing the caller's actual geographic location. Customer will be responsible for 911 configurations for all active CPNs. Customer will indemnify and hold GlobalPOPs VoIP harmless from any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from the inaccuracy of any information provided by Customer, or the inadequacy of any procedure or personnel relating to the activation and implementation or provision of 911 services. Delivery of valid CPN is a material obligation of Customer under these TOS. GlobalPOPs VoIP makes no representations or warranties of its ability to successfully complete calls that are delivered to GlobalPOPs VoIP without valid CPN. For outbound calls other than calls to 911, if Customer does not deliver valid CPN, GlobalPOPs VoIP will use commercially reasonable efforts to complete the call. For calls to 911, if Customer does not deliver valid CPN, or if Customer delivers valid CPN for which GlobalPOPs VoIP was not responsible for entering into the relevant emergency databases, GlobalPOPs VoIP will not complete the call. Customer will indemnify and hold GlobalPOPs VoIP harmless from any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from the failure of Customer to deliver valid CPN for which GlobalPOPs VoIP was responsible for entering into the relevant emergency databases. "Valid CPN" means the calling party's actual assigned ten (10)-digit telephone number within the North American Numbering Plan assigned by GlobalPOPs VoIP, excluding special purpose phone numbers such as 8XX, 950, 555 and N11.

**7. 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 foregoing, 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, software or any other intellectual property 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 software or other intellectual property used to provide the Service or provided to Customer in conjunction with providing the Service, other than a nontransferable, revocable license to use the same strictly in accordance with these TOS, and is exclusively for use in connection with the Service.

**8. CHARGES AND PAYMENTS**

(a) **Charges.** The charges associated with the Service are contained in the applicable Service Order Form. Customer understands and agrees that, in addition to amounts contained in any applicable Service Order Form, 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 terminate, 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. If GlobalPOPs VoIP terminates, cancels, restricts or suspends the services pursuant to this Section, Customer agrees to indemnify and hold GlobalPOPs VoIP harmless from any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) arising from such event.

(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 right 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, charges now in force or enacted in the future or additional costs imposed by GlobalPOPs VoIP's service providers, that arise from or as a result 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, and/or Customer's collection or payment of the aforementioned taxes, 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.

## 9. CUSTOMER'S SERVICE RESPONSIBILITIES.

(a) **Equipment/IP Address.** Customer shall, at its sole cost, be responsible for obtaining and providing all equipment, software and facilities necessary for the Customer network to operate with the Service. All Customer 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.

(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, and Customer shall defend, indemnify and hold GlobalPOPs VoIP harmless from any claim that any End User may assert against GlobalPOPs VoIP for damage to such End User arising out of said responsibilities, except to the extent that such damage results directly from the gross negligent or willful misconduct of GlobalPOPs VoIP.

(c) **Customers.** Customer's End Users shall be considered the customers of Customer. Customer shall take full responsibility for management of its End Users. Customer shall be liable financially for usage generated by each of its End-Users even if Customer has not received payment there from.

(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 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 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) **Network Integrity and Security.** Customer and its End Users are expressly prohibited 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/third party carriers, 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.

(f) **Unlawful and Prohibited Use.** Customer agrees to use the Service only for lawful purposes and warrants that its End Users do the same. Customer and its End Users are expressly prohibited 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 using the Service for any abusive or fraudulent purpose, including using the Service in a way that interferes with the 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 is liable for any and all use of the Service by any person using the Service provided to Customer and 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) for any such use. 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.

**10. 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 its End User is using the Service in violation of applicable local laws.

**13. 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.

**14. 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.

**15. INSURANCE.** Customer represents and warrants that it will maintain during the term of Service: (1) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (2) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 (one million dollars) for each occurrence; and (3) excess or umbrella liability at a limit of no less than \$2,000,000 (two million dollars) per occurrence and aggregate in excess of the underlying coverage required above. The CGL, excess or umbrella liability, and policies of Customer will designate GlobalPOPs Media Services, Inc., and its officers, directors and employees as Additional Insured. The Customer will send evidence of the foregoing insurance to Global VoIP within 30 days of the initial Order Form. At least thirty (30) days prior to any cancellation or termination of a Customer's policy, said Customer will notify GlobalPOPs VoIP in writing of such cancellation or termination, make arrangements for replacement insurance, and provide proof thereof.

## **16. LIMITATIONS OF LIABILITY**

CUSTOMER AGREES THAT CUSTOMER HAS READ THIS AGREEMENT AND UNDERSTANDS THE LIMITATIONS OF SERVICE DESCRIBED HEREIN.

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 AFOREMENTIONED 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' 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 ANY ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER.

Customer acknowledges that GlobalPOPs VoIP does not offer Lifeline service, and that we strongly recommend that Customer always have an alternative means of making 911 emergency service calls.

#### **17. WARRANTY LIMITATIONS**

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING ANY EQUIPMENT FURNISHED BY GLOBALPOPS VOIP, GLOBALPOPS VOIP MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICE, EQUIPMENT, OR ANY OTHER EQUIPMENT AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS. WE ALSO MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

**18. 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.

**19. 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, and any other service provider who furnishes services to Customer in connection with the Service, ("Indemnities") harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation any claims asserted by End Users or other third party and attorneys' fees and costs of litigation, incurred or suffered by such Indemnities, relating to this Agreement, the Customer's violation thereof, the Service, taxes, 911 dialing features, or failure or outage of the Service. GlobalPOPs VoIP shall promptly notify Customer in writing of any claim for which it's obligated under this indemnity and for which any Indemnity may seek indemnification.

**20. 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 resides, or where Customer uses or pays for the Service. These TOS constitute the entire Agreement between us regarding the subject matter hereof and supersede 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 are not included in these TOS.

**21. 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.

**22. 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.

**23. 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.

**23. 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.

**24. 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>. 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.

**25. 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.

**26. 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 services providers of the same.

**27. 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.

**28. 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.