

CARRIER SERVICES AGREEMENT

This **Carrier Service Agreement** is entered into on _____ 2013, between **Global VoIP Corp.**, an Ontario corporation, having its principal place of business at 138, Chat Field Drive, WoodBridge, ON L4H0Z7, CANADA (hereinafter "**Global VoIP**") and _____ a _____ corporation having its principal office at _____ (hereinafter "**Customer**"); collectively referred to as "**Parties**".

WITNESSETH

WHEREAS, Global VoIP is in the business of providing certain telecommunications services, as described herein and in any exhibits schedules and/or addendums attached hereto, (the "**Services**").

WHEREAS, CUSTOMER desires to purchase from **Global VoIP** and **Global VoIP** desires to sell to CUSTOMER such Services in accordance with and subject to the terms and conditions set forth in this Agreement and the any exhibits, schedules and/or addendums attached hereto.

Now therefore, **Global VoIP** and CUSTOMER, intending to be legally bound, agree as follows:

1. SERVICES

- 1.1 **Global VoIP** agrees to furnish to CUSTOMER the inter province and/or international telecommunications services set forth in the attachments(s) to this agreement and/or the facilities set forth in the attachment(s) as applicable. **Global VoIP** shall commence providing Services to Customer hereunder within thirty (30) days from the date of this Agreement. The attachment(s) are incorporated by reference and specifically made a part of this agreement. **Global VoIP** shall provide all services in accordance with standard industry practice as to quality and reliability.

2. TERM OF AGREEMENT

- 2.1 The term of this agreement shall commence on the date this document is signed and will continue for a period of twelve (12) months. After the initial term, this agreement shall automatically be renewed on a month-to-month basis unless either party gives the other thirty (30) days written notice of termination. If CUSTOMER does not generate any traffic within fifteen days or for a thirty-day period at any point during the term, **Global VoIP** may, at its sole discretion, terminate this agreement.

3. PAYMENT TERMS

- 3.1 Upon execution of this Agreement, the CUSTOMER shall prepay **Global VoIP** for all services by a deposit amount of \$5,000. Once deposit becomes less than the amount of \$1000 the CUSTOMER will replenish funds to the amount of \$5,000. If at any time the Customer exceeds the prepaid deposit, **Global VoIP** may, in its sole discretion, suspend Services immediately without prior written notice and reserves the right to require additional prepaid deposit.

4. CHARGES

- 4.1 **Global VoIP** agrees to provide Services for Customer in accordance with the Service Schedule set forth in Exhibits to this Agreement. It is understood that such pricing does not include any taxes, assessments or surcharges. All usage charges and recurring charges contained in this agreement are set forth in attachment(s) hereto and made part hereof by this reference, which charges are subject to change upon 5 days written notice as hereinafter provided.
- 4.2 All undisputed Charges under this agreement shall be due and payable by CUSTOMER to **Global VoIP**, without demand or setoff, and received by **Global VoIP** within three (3) days after the invoice date, which shall be weekly on every Monday (for traffic from the previous Monday through Sunday inclusive), submitted to CUSTOMER via fax or e-mail. **Global VoIP** will deduct the full-undisputed amount from the balance of amounts prepaid to **Global VoIP** by the Customer on the day of receipt. Should in the opinion of **Global VoIP**, the Customer owe money for payment of calls in excess of that forwarded by CUSTOMER for the purposes of pre-payment, **Global VoIP** may immediately suspend service and shall immediately notify CUSTOMER. An invoice will be submitted to CUSTOMER for the amount owed requiring payment within three (3) days. If payment is not received within this time, **Global VoIP** may elect to terminate service.
- 4.3 Also, in the event there are mandated surcharges imposed by a federal, state or governmental agencies, **Global VoIP** reserves the right, at any time upon written notice, to pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to regulations without limitation, regarding payphone compensation, access charges, and/or universal service. Any amount not received in **Global VoIP's** office, or as otherwise directed by **Global VoIP** within three (3) days from the receipt of the invoice will be deemed past due and the service may be suspended until all payments are received. In addition to the service being suspended, any past due amounts are subject to a late charge in the amount of one and one-half percent (1.5%) per month compounded monthly, or the maximum rate allowable by law, whichever is less.

5. BILLING DISPUTES AND ARBITRATION

5.1 Any billing discrepancies shall be presented to **Global VoIP** in reasonable detail, in writing, within Seven (7) days of the date of the invoice in question. **Global VoIP** shall not be obligated to consider any Customer notice of billing discrepancies that are received by **Global VoIP** more than Seven (7) days following the date of the invoice in question. If CUSTOMER in good faith disputes in writing the amount or appropriateness of a charge included in an invoice from **Global VoIP**, CUSTOMER shall notify **Global VoIP** of the disputed charge and provide documentation reasonably requested by **Global VoIP** to resolve the dispute. Such notification shall not relieve the CUSTOMER of the obligation to make all payments, excluding the disputed amount, by the due date set forth in this agreement. CUSTOMER and **Global VoIP** shall exercise reasonable good faith effort to resolve the disputed charges.

5.2 If disputes, with supporting documents, are not submitted within the aforementioned time frame, then all invoiced amounts are deemed valid and Customer waives its rights to any credits, offsets or adjustments in regard to invoices. Failure to contest a charge in writing within thirty (30) days of the date of the invoice shall create an irrefutable presumption of correctness of the charge, absent manifest error.

6. INDEMNIFICATION

6.1 Notwithstanding any of the provisions of this Agreement which may be construed to the contrary, each Party will indemnify the other Party, its directors, officers, employees, agents and representatives (“Indemnified Parties”), and save them harmless from and against any and all claims, actions, damages, liabilities and expenses (collectively, “Losses”) occasioned by any act or omission of either Party, its directors, officers, employees, agents or representatives, or its Carriers or Clients relating to the performance of its obligation or use of the Services provided hereunder.

7. TAX EXEMPTION CERTIFICATE

7.1 Should CUSTOMER claim any exemption of any sales, use, or other tax, then CUSTOMER shall provide such exemption information to **Global VoIP**. It will be the responsibility of CUSTOMER to make sure that its proof of exempt status remains current. In no event shall **Global VoIP** be liable for any taxes due by CUSTOMER and CUSTOMER shall indemnify **Global VoIP** if any such claim for taxes is made. **Global VoIP** will invoice CUSTOMER for taxes that are not covered by tax exemption certificate properly filed with **Global VoIP**.

8. WARRANTIES AND LIABILITY

8.1 THE WARRANTIES AND REMEDIES SET FORTH HEREIN CONSTITUTE THE ONLY WARRANTIES AND REMEDIES OF THE PARTIES INCLUDING WARRANTIES WITH RESPECT TO THE SERVICES AND THE FACILITIES PROVIDED BY **Global VoIP** OR ANY BREACH BY **Global VoIP** OR CUSTOMER HEREUNDER. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN, OR ORAL, OR STATUTORY, OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. **Global VoIP** WILL USE ITS REASONABLE EFFORTS UNDER THE CIRCUMSTANCES TO MAINTAIN ITS OVERALL NETWORK QUALITY. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH OTHER COMMON CARRIER INDUSTRY STANDARDS, GOVERNMENT REGULATIONS AND SOUND BUSINESS PRACTICES. **Global VoIP** MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 IN NO EVENT SHALL **Global VoIP** OR CUSTOMER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, HARM TO BUSINESS, LOST SAVINGS OR PROFITS, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONSENSUS, FORESEEABILITY THEREOF, OCCASIONED WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE. NOTHING HEREIN IS INTENDED TO RELIEVE CUSTOMER OF ITS OBLIGATION TO PAY FOR SERVICES OR PAY ALL CHARGES HERE UNDER FOR SERVICES AND FACILITIES.

9. FORCE MAJEURE

9.1 If either **Global VoIP** or Customer's performance under this Agreement or any of their obligations hereunder is prevented, restricted or interfered with by cause beyond such Party's control including, but not limited to, acts of God, fire, explosion, changes in **Global VoIP's** underlying carrier contract or rate structure(s), loss of **Global VoIP's** underlying carrier contract, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any foreign government or state or local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout or work stoppage or other labor difficulties, **Global VoIP** failure, shortage, breach or delay, then **Global VoIP** and Customer shall be excused from such performance on a day-to-day basis to the extent of such restriction, change, loss or interference. This provision shall under no circumstances provide Customer with an excuse for failure to pay any money due hereunder.

10. CONFIDENTIALITY

10.1 During the term of this Agreement, the parties may disclose to each other certain "proprietary" and/or "confidential" information. Each party agrees to maintain, in strict confidence, all plans, designs, drawings, trade secrets business, and other proprietary information of the other party, which is disclosed pursuant to this agreement. Each party agrees to use the Proprietary Information received from the other party only for the purpose of this Agreement. No other rights, and particularly licenses, to trademarks, service marks, inventions, copyrights or patents, are implied or granted under this Agreement.

10.2 CUSTOMER understands and agrees that the terms and conditions of this agreement and all documents referenced herein are confidential and shall not be disclosed by CUSTOMER to any party other than the directors, officers, and employees of CUSTOMER or agents of CUSTOMER who have a need to know the same and have specifically agreed to nondisclosure of the terms and conditions hereof. Violation by CUSTOMER, or its agents, of the foregoing provision shall entitle **Global VoIP** to an injunction or restraining order. Notwithstanding the foregoing, CUSTOMER shall be permitted to disclose the terms of this agreement to its accountant and attorneys for legitimate business purposes and to third parties as required by law including legal disclosure obligations under state or federal securities laws. Remedies stated in this paragraph are in addition to and not exclusive of other remedies available at law or in equity. The restrictions and obligations imposed by this section of the agreement shall continue in force and effect for a period of one (1) year from the date of termination of this Agreement.

11. ASSIGNMENT

11.1 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER shall not assign, sublet, delegate or transfer any of its rights or obligations hereunder without the prior written consent of **Global VoIP**, which will not be unreasonably withheld.

12. BINDING EFFECT

12.1 This Agreement is personal to, shall be binding upon and inure only to the benefit of the parties hereto. Nothing in this Agreement is intended to create or confer any right or remedy to any third party. Neither party shall voluntarily or by operation of law assign, transfer, license or otherwise transfer all or any material part of its rights or duties or other interests in this Agreement or the proceeds thereof, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. However either Party may assign this Agreement without consent to any parent, subsidiary or legally affiliated company, entity or successor in interest whether by merger, reorganization, or transfer of all or substantially all of its assets or otherwise. No assignment shall release Customer of its obligations hereunder. Any attempt to assign any rights or duties in violation of this provision shall be null and void. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

13. TERMINATION OR SUSPENSION

13.1 **Global VoIP** may terminate the agreement forthwith or withdraw or suspend service(s) hereunder if the CUSTOMER:

- a. Fails to pay undisputed amounts in accordance to the agreement.
- b. Commits a material breach to pay undisputed amounts in accordance to the agreement.
- c. Becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Any interim order being made or a voluntary arrangement being approved or a Petition for a bankruptcy order being made against the CUSTOMER, or a receiver or trustee being appointed of the CUSTOMER's estate, or voluntary arrangement being approved, or an administration order being made, or a receiver or administrative receiver being appointed of any CUSTOMER's assets, or an undertaking or a resolution or a petition to wind up the CUSTOMER being passed or presented, or circumstance arising which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to enter a winding up petition or make a winding up order.

Any termination of this agreement shall not relieve the CUSTOMER of its obligation to pay any charges incurred hereunder prior to such termination. Any termination of this agreement shall be subject to the termination liabilities outlined in this agreement. Upon expiration or termination of this Agreement, Customer shall pay all outstanding balances in accordance with paragraphs 4 and 5 of this Agreement.

14. REGULATORY EVENTS AND REGULATIONS

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by the internal laws of the Province of Ontario, and CUSTOMER hereby consents to the jurisdiction of the courts of said state with respect to any dispute, controversy or other matter relating to or arising out of this agreement.

15. NO AGENCY

Neither party is authorized to act as an agent for, or legal representative of the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party. No provisions of this agreement will be considered to constitute a joint venture, partnership or agency between the parties or to merge the assets, liabilities and undertaking of the parties

16. NOTICES

16.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered or three (3) days after being mailed, first class postage prepaid and certified mail, return receipt requested and addressed to each party as follows:

If to **Global VoIP:**

Global VoIP Corp.

138, Chat Field Drive

Woodbridge, ON L4H0Z7

Attn.: Contracts Administration

If to CUSTOMER:

17. SEVERABILITY

17.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable

18. WAIVER

18.1 The failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement or the forbearance or waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any such right or any other term of this Agreement.

19. GOVERNING LAW

19.1 This agreement shall be construed and enforced in accordance with, and the validity and performance hereof, shall be governed by, the internal laws of the Province of Ontario, and CUSTOMER hereby consents to the jurisdiction of the courts of said state with respect to any dispute, controversy or other matter relating to or arising out of this agreement.

20. EXECUTION

This agreement may be executed in counterparts and duplicate originals and shall be effective on the date of execution of the last necessary signature hereto. Each of such counterparts shall, for all purposes, be deemed to be an original but all together only one agreement.

SERVICE SCHEDULE

1. For all services rendered by **Global VoIP** to CUSTOMER under this Agreement, the **Global VoIP** Gateway Location shall be the facilities maintained by **Global VoIP**. **Global VoIP** is responsible for all connection fees, circuit costs of local loop fees necessary for connection to CUSTOMER.

2. Neither CUSTOMER nor **Global VoIP** shall be obligated with respect to the Agreement, or this Rate Schedule until this Rate Schedule is executed by the signatures to the Agreement.

* Rates are subject to change with prior notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in duplicate, or caused this Agreement to be executed in duplicate, by a duly authorized officer, as of the date first set forth above.

Global VoIP Corp.

CUSTOMER

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

CONFIDENTIAL

CONFIDENTIAL