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Service Provider: The Callr Corp. 244 Fifth Avenue. Suite v256. New York, NY 10001-7604. USA.

CALLR's General Terms and Conditions

version: 20220101

1. Subject

The purpose of these general terms and conditions (General Terms and Conditions) is to define the terms and conditions subject to which the Service Provider shall provide the Client with the Services to which this Agreement relates. The General Terms and Conditions as well as the Appendices relating thereto form the Agreement applicable to the Client and the Service Provider. Any stipulation in the General Terms and Conditions regarding purchasing or purchase orders issued by the Client is therefore enforceable against the Service Provider.

In the event of any inconsistency between the General Terms and Conditions and the Appendices, the provisions of the Appendices shall prevail.

2. Definitions

In addition to terms for which certain articles of the Agreement expressly define terms, terms beginning with a capital letter shall have the following meanings:

API: refers to the Service Provider's programming interface. The API allows the Customer (i) to integrate the Services into its management tools and/or (ii) to resell the Services under a white label. The API is an interface between softwares, i.e. a set of functions made available through an HTTP Web Service;

Customer: refers to the legal entity that has subscribed to one or more Services for the satisfaction of its professional needs by signing the Contract. The Customer is identified on the last page of the General Terms and Conditions;

General Terms and Conditions: refers to this document which determines the general provisions governing the relationship between the Customer and the Service Provider for the purpose of providing the Services;

Appendices: refers to the document by which the Customer orders from the Service Provider and, where applicable, Options under the General Terms and Conditions; the Appendices define the Services ordered, the financial conditions relating thereto and the Customer's instructions concerning the processing of personal data in the context of the provision of Services;

Agreement: refers to the General Terms and Conditions, its annexes and any amendments, as well as the Appendices signed by the Customer, its annexes and any amendments thereto. It replaces all previous agreements concluded by the Parties and relating to the same subject matter;

Contract: refers to the Agreement;

Subscriptions: refers to the price of a monthly subscription to a Service;

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Consumption: refers to the price of the Service consumed by the Customer over one month;

Web Interface: refers to the web interface accessible under the domain name <https://callr.com> and all the elements that are a part thereof. The Web Interface is the sole property of the Service Provider;

Special Number: includes Short Numbers and "SVA" Numbers, and refers to a telephone number assigned, ported or made available by the Service Provider as part of the Service, routed over the infrastructures for routing and translating calls to these Numbers, in 08AB, 09, geographical, 3BPQ formats, in accordance with the Customer's choices in the Appendices and intended to host contents;

Option: has the meaning assigned to it in Article 3.3 of the General Terms and Conditions;

Provider: refers to THE CALLR CORP, a corporation, whose registered office is located at 244 Fifth Avenue, 10001 New York, NY, United States of America, represented by its President or any other person authorized for the purposes hereof;

Service(s): refers to the services, subject matter of this Agreement, defined in Article 3 hereof and in the Appendices subscribed to by the Customer.

3. Services

3.1 Type of Service

The Service Provider provides a platform of hosted communication services, accessible via the Internet. As a cloud-based service, the service platform is used by all customers who have entered into a Contract with the Service Provider or who benefit from the Services through a third-party marketing white label Services.

3.2 Range of Services

The Service Provider offers a range of telecommunication Services which, depending on the Services and the Options selected by the Customer as part of the Appendices, enable the Customer to configure its customized voice services, create conference calls, monitor calls in real time, change the configuration of its Interactive Voice Responses (IVR), obtain telephone numbers in most countries of the world, for permanent or temporary use, route long-distance calls at a lower cost to the destination country, etc.

3.3 Options

The Services may be modified, improved or supplemented by additional services offered by the Service Provider, allowing the Customer to benefit from functionalities and/or equipment complementary to the Services (Options). These Options may be selected by the Customer as part of the Appendices and are more fully described in the Appendices. The Options are subscribed for a period equivalent to those of the Services to which they are attached and are subject to additional pricing as defined in the Appendices.

3.4 Exclusion of installation services

The Services do not include installation or integration services, nor audit or determination of the compatibility of the Services with the Customer's software or hardware installations. The installation, integration, configuration or any other service allowing the use of the Services, in particular the API, are entirely at the Customer's expense and carried out by the Customer, the Service Provider cannot therefore guarantee commissioning.

4. Service Subscription

4.1. The Services may only be subscribed to by a legal entity that orders the Services on a professional basis. In the context of the present "on a professional basis" refers in particular to any order placed in the context of commercial, craft or liberal activities, with the intention of having a professional activity or to meet the needs of the latter.

4.2. Before being able to subscribe to a Service in the Appendices, the Customer signs these General Conditions.

4.3. After signing the General Terms and Conditions online, the Customer communicates to the Service Provider:

1. the Services and Options that it plans to subscribe for among the range of Services and Options,
2. the volume of communications (voice, SMS, etc.) that it intends to achieve through the use of the Services,
3. a precise description of its needs.

4.4. On the basis of the information provided by the Customer, the Service Provider shall prepare Appendices and submit them to the Customer for signature. The establishment and use of the Services are subject to the prior acceptance of the terms and conditions of use of the Services by the Customer.

5. Prerequisites for access to Services

5.1. Access to the Services requires that the Customer has sufficient technical knowledge to use the telecommunication Services such as the SIP protocol and an API, and to have access to the necessary hardware and software infrastructures.

5.2. The Services may only be operated if the Customer complies with the following prerequisites:

1. Computer equipment and communication equipment necessary for the use of the Services and compatible with the Services and Options,
2. Continuous Internet access adapted to the Services,
3. Continuous access to fixed and/or mobile telephone networks, adapted to the Services,
4. Third-party user licenses in effect for all software required to set up and use the Services,
5. Connection security system adapted to prevent any loss of Customer data and any use by an unauthorized third party when setting up and using the Services.

6. Access to Services

6.1. Access to the Services is secured by an ID and password (Identification Data) that the Service Provider communicates to the Customer. The Customer shall not disclose the Identification Data to any third party, except to those of the Customer's personnel who are authorized by the Customer to use the Services.

The Customer is responsible for the use of the Identification Data. The Customer undertakes to inform the Service Provider in writing immediately in the event of suspicion or observation of a loss, theft, misappropriation or unauthorized use of the Identification Data. Until the date of such notification, any use of the Service by means of the Identification Data shall be deemed to be that of the Customer.

6.2. After the signature of the General Terms and Conditions and before the signature of Appendices, the Service Provider may, at the Customer's express request, grant the latter free access to the Services that the latter intends to subscribe to, for test purposes only; the Customer's signature of the Appendices constitutes recognition that the Service corresponds to its needs.

6.3. The period within which the Service Provider grants the Customer a right of access is set out in the Appendices.

6.4. The Customer shall be solely responsible for setting up the API, the Options and the choice of countries concerned by its use of the Service, which the Customer undertakes to check and update regularly during the term of the Agreement to ensure that it corresponds to its use and needs, and to take into account changes in prices.

6.5. The Customer is informed that the assignment of a number does not confer a right of ownership; it is non-transferable and **cannot be considered as definitively assigned**, since the Service Provider may be obliged to modify a number assigned to the Customer for technical or regulatory reasons outside its control, and it may be assigned to a third party in the event of suspension or termination of the Service.

6.6. Depending on the characteristics of the Customer or the intended use of the Services, the Service Provider may make access to the Services conditional on the provision of a non-interest-bearing security deposit or the provision of a financial

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guarantee.

6.7. The Parties agree that the technical data emanating from the Service Provider's equipment shall be binding on each other, in particular in relation to invoicing. This data shall have the value of a written document until proof of a manifest error of the said equipment is provided, in the event of a claim in connection with the performance of the Contract. Among the technical data, traffic data are kept by the Service Provider for a maximum period of twelve (12) months from the day of their registration, in accordance with the applicable regulations.

7. Evolution of Services

7.1. At the Service Provider's initiative

7.1.1. Due in particular to rapid technological advances, the constant evolution of the telecommunications and cloud sector, and the technical interdependence of the Service Provider with other operators, service providers or technical intermediaries, the Services offered by the Service Provider may be subject to modification or evolution. The Service Provider shall inform the Customer of any such changes prior to their implementation.

The Customer acknowledges that the Service Provider may also be required to modify the Services to comply with changes in the legal and/or regulatory and/or administrative framework applicable to the Services, such as the filtering of calls of international origin delivered on an international interconnection.

7.1.2. Any modification or change may have an impact on the price of the Services and/or may require the adaptation of the terms of the Agreement, including the suspension or deactivation of all or part of the Services or Options. In this case, and without prejudice to Article 12.2, the Service Provider shall propose to the Customer the signature of an amendment to the Contract or the signature of a new Contract. In the absence of the signature of an amendment to the Contract or a new Contract, the Service Provider is entitled to stop the provision of the Services and thus terminate all or part of the Contract in accordance with Clause 17 hereof.

7.2. Upon the Customer's request

7.2.1. The Customer may, at any time during the term of the Contract, submit to the Service Provider a request for the evolution of the Services. Requests for evolution may only relate to (i) the increase in the volume of the Services in relation to the volume defined in the Appendices, (ii) a specific development to adapt the Services defined in the Appendices to the Customer's needs, or (iii) the subscription of a new Option. Any request for the evolution of the Services must be addressed in writing to the Service Provider. The Service Provider may, depending on the characteristics of the Customer's request, (i) confirm in writing the acceptance of the request for evolution of the Services without modification of the Contract, (ii) propose to the Customer the signature of an amendment to the Contract and/or an implementation estimate, or (iii) propose to the Customer the signature of new Appendices. In the absence of express acceptance of a request for the evolution of the Services by the Service Provider or signature by the Customer of the amendment, quotation or Appendices, the Service Provider shall not carry out any evolution of the Services.

8. Duration and Renewal

8.1. The Agreement shall take effect upon signature by the parties of the Appendices for a period of twelve (12) consecutive months.

8.2. The Contract is tacitly renewed for successive periods of twelve (12) months, unless terminated by the Service Provider or the Customer by registered letter with acknowledgement of receipt, subject to three (3) months' notice before the the contract anniversary date.

8.3. The signature of the Appendices by the Customer implies an order for the Services referred to in said Appendices, and implies unreserved acceptance of these General Terms and Conditions.

9. Customers' commitments

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9.1. The Customer undertakes to:

1. comply with the prerequisites defined in Article 5 and Appendices throughout the duration of the Contract,
2. pay the price of the Services,
3. make a reasonable use of the Services in accordance with their purpose and the provisions of the Agreement and refrain from any conduct likely to harm the Service Provider or third parties,
4. ensure the good quality of the calls handed over to the Service Provider,
5. keep the Identification Data confidential and implement measures to prevent any loss, theft or fraudulent use of the Identification Data; enforce these same commitments by its staff members;
6. inform the Service Provider as soon as possible of any loss, fraudulent use or theft of the Identification Data,
7. notify the Service Provider three (3) months in advance of any significant increase in the volume of simultaneous accesses,
8. communicate only telephone numbers to the Service Provider that have actually been assigned to it and that are in compliance with the regulations,
9. follow the advice and recommendations of the Service Provider regarding the use of the Services,
10. inform the Service Provider as soon as possible of any element that could have an effect on the performance of the Contract,
11. comply with the legal obligations incumbent on it in its capacity as personal data controller,
12. be in compliance with all telecom laws and regulations such as BLOCTEL or GDPR,
13. use the Services only for the purposes of own its economic activity, use them in good faith, fairly and in accordance with current practices and laws and regulations,
14. keep informed of and obey regulators decisions, opinions and recommendations,
15. refrain from using the Special Numbers, and to ensure that they are not used, in an inappropriate or abnormal manner, by itself or its Customers, and any third party, by any means whatsoever, directly or indirectly, and to comply with the Ethical Recommendations applicable to Telephone Value-Added Services published by the SVA+ Association or any other similar body, the contents which are known to the Customer,
16. bear the Service's editorial responsibility for the content of any information, data or messages that may be transmitted, directly or indirectly through the Service, as well as the responsibility for the communication made on its Special Numbers; as such, the Customer undertakes to constantly monitor such information, data or messages in order to eliminate, before any distribution, those likely to be contrary to the laws, morals and regulations in force and to keep the Service Provider immediately informed of any anomaly,
17. in the event of resale of the White Label Services, guarantee to the Service Provider all sums due by its own customers as well as their compliance with the terms of the Contract and applicable regulations; the Customer shall indemnify the Service Provider against any damage resulting directly or indirectly from the conduct of its customers, and more generally from the use made of the Services, and shall compensate the Service Provider accordingly.

9.2. In addition, the Customer shall refrain from:

1. publishing or disseminating, directly or indirectly through the Services made available by the Service Provider, and by any means whatsoever, any content contrary to public policy, morality and regulations;
2. violating the privacy of others or their moral or property rights;
3. using the Services for fraudulent or harmful purposes, in particular by sending a large number of unsolicited calls or messages and other spamming or by artificially or fraudulently generating traffic (e. g. "Ping Calls"), or unauthorized (e. g. use of 10-digit French mobile numbers in automated calling systems);
4. using call identifiers prohibited by law or prohibited by regulators for automated calls such as premium rate mobile or special numbers;
5. using the Services for hacking, intrusion into computer systems or "hacking" as well as any other reprehensible civil or criminal conduct and/or likely to cause damage to others.

10. Service Provider's commitments

10.1. The Service Provider undertakes to provide reasonable efforts in order to provide the Services. In this respect, the Customer is informed in particular that the efficiency rate of the network and the calls routed is not of 100%.

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10.2. The Service Provider therefore undertakes to:

1. implement the necessary means in order to provide a continuous and available Service, within the limits of the capacities of (a) the Services platform, (b) the Customer's equipment and/or (c) access to the Internet and the Customer's telecommunications networks,
2. take all the care and diligence necessary to provide the Services,
3. advise the Customer in the event that the latter issues additional or new requests during the performance of the Contract,
4. inform the Customer of any element that could have an effect on the performance of the Contract,
5. comply with the Customer's instructions regarding the processing of personal data,
6. maintain an adequate level of security for the data entrusted to it by the Customer or that the Service Provider may collect hereunder.

11. Security

11.1. The Service Provider's infrastructure has been subject to advanced security audits to test the reliability and security of the Services.

11.2. The Service Provider implements the following data protection measures:

1. protection of system access by a firewall,
2. security of all data requests (SSL/TLS),
3. strict limitation of access to the Service Provider's infrastructure to authorized persons.

11.3. The Service Provider implements the following measures for data hosting and backup:

1. hosting of the Service Provider's platforms and servers in France and/or the European Union, and/or where applicable with companies bound by a subcontracting agreement and certified to the Data Protection Shield, located in an "adequate" country within the meaning of the regulations, or committed to compliance with the Binding Company Rules ("BCR"), the standard contractual clauses, or offering equivalent guarantees,
2. administration and monitoring of the Provider's network 24 hours a day throughout the year, monitoring being defined as significant statistics of traffic types,
3. redundancy of infrastructure to ensure business continuity,
4. daily data backup.

12. Financial conditions and invoicing

12.1. Prices

Prices are fixed in US dollars and exclude taxes (including, in particular, but not only, VAT). They mainly consist of Subscriptions and Consumptions. The Subscriptions and Consumptions of a Service as well as the price of the Options are defined in the Appendices.

12.2. Tariff change

The Customer declares to be informed and aware of the international, competitive and regulated features of the market conditions which are unpredictable for the Service Provider, who has no means of opposing them, and which are likely to result in a change in the price of consumption during the Contract.

The Parties agree to adapt the pricing of Consumptions to market developments and constraints:

The Service Provider shall notify a price change by email.

The Customer undertakes to notify the Service Provider immediately of any change in any of these notification addresses.

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The Customer shall be entitled to object in writing to the application of the new pricing before the effective date of the new rates. In this case, it must comply with the terms and conditions referred to in Article 17.2 of the Contract applicable in the event of an evolution or modification of the Services, provided that it suspends its use of the Service before the date on which the new pricing comes into force.

The Customer's continued use of the Service and the existence of consumption after the date on which the new pricing comes into force shall be deemed to constitute an express agreement to accept the new rates and, where applicable, to waive the request for termination formalized pursuant to the preceding paragraph.

12.3. Billing and payment terms and conditions

12.3.1. The Service Provider shall send the invoices to the Customer in accordance with the agreed terms and conditions. Subscriptions are invoiced on the last day of each month in advance. Consumptions are invoiced on the 1st of the month in arrears, on the basis of the Services consumed.

12.3.2. Invoices are payable in US dollars (USD) within thirty (30) days of their date of issue. The Customer shall be responsible for any local taxes and/or withholding taxes that may be applicable.

12.3.3. The payment terms are determined below; it being specified that in the event of payment by direct debit, any charges related to the rejection of a direct debit will automatically be re-invoiced to the Customer.

12.4. Invoicing terms and conditions

12.4.1. Invoices are made out in the name and address of the Customer's entity whose details are given when subscribing.

12.4.2. Invoices are payable by Prepaid account, or Pre-authorized wire transferred debit.

12.5. Late payment

12.5.1. In the event of late payment for any reason whatsoever, the sums due by the Customer shall automatically bear, as from the due date and without the need for prior formal notice, default interest calculated at the most recent refinancing rate of the European Central Bank, plus 10 points. A flat-rate compensation of \$40 USD per partially or totally unpaid invoice will also apply.

The non-payment, in whole or in part, of all sums due shall also have the effect, from that date and without the need for any prior formality, of allowing the Service Provider to suspend the performance of the Services provided for in the Contract until full payment of the sums due has been made, notwithstanding the right to claim compensation for the damage suffered.

12.5.2. Beyond a delay of eight (8) days from each of the due dates, the Service Provider may suspend all or part of the Services and/or terminate all or part of the Contract at the Customer's expense under the conditions described below, notwithstanding the Service Provider's right to claim compensation for the damage suffered. The sums already paid by the Customer to the Service Provider shall remain the property of the Service Provider.

12.6. Invoice dispute

12.6.1. In the event of a dispute between the Parties concerning the amount of one or more invoices, the Customer undertakes in any event to make a minimum payment of the uncontested sums.

12.6.2. Any invoice dispute must (i) be sent by email to the address billing@callr.com, to the attention of the Financial Service, (ii) specify the references of the disputed invoice (date of issue and invoice number), the amount and the reason for the dispute, (iii) be accompanied by any supporting document, (iv) within a maximum period of 60 days from the date of issue. Failure to obey these conditions shall result in the dispute being deemed not to exist and shall not be taken into account.

12.7. Prepaid account

12.7.1. The Customer may use a prepaid account for the payment of Consumptions.

12.7.2. One-month Consumption is deducted in real time each time the Prepaid Account Service is used. When the amount paid into the prepaid account is consumed, the Customer undertakes to pay again an amount corresponding to the Consumptions necessary to use a Service. Failing this, the Service Provider may suspend access to the Services until a new amount corresponding to the Consumption necessary to use a Service has been paid.

12.7.3. The Service ordered will only be activated upon actual receipt of the funds in the Service Provider's bank account. Only the amount actually received by the Service Provider, net of any bank charges or commissions, will give rise to a credit. In order to be able to benefit from the Services within the expected time limits, it is the Customer's responsibility to anticipate and take into account the incompressible time connected to national or international bank transfers (value date and others).

12.7.4. In the event of termination for inactivity under the conditions provided for in Article 17.3, the unused balance of the prepaid account shall remain with the Service Provider as compensation for the resources committed for the maintenance and accessibility of the Services until the date of termination.

13. Suspension of Services

13.1 The Service Provider reserves the right to immediately suspend any Service, which the Customer expressly accepts, in the following cases:

1. in the event of a breach by the Customer of one or more of its obligations under the Contract, the applicable regulations or relevant practices;
2. in the event of loss, theft and/or use of the Identification Data notified by the Customer. The Customer bears full responsibility for the consequences of the loss, theft and/or fraudulent use of the Identification Data;
3. any use that does not comply with the provisions of the General Terms and Conditions of Use (such as spamming, fraudulent intrusion or attempted fraudulent intrusion into information systems, use of an unauthorized CLI or other), it being specified that the complaint or claim of a third party, and in particular of an operator or the Regulator, in connection with the use of the Service by the Customer is, by agreement between the Parties, proof of such event and justification for the suspension;
4. in the event of partial or total non-payment of all sums due pursuant to Article 12.3 hereof or exhaustion of the prepaid account credit;
5. implementation of maintenance operations on the Service Provider's equipment, software or networks enabling the provision of the Services. The Service Provider shall make its best efforts to carry out these maintenance operations on non-working hours (after 8pm (French time) during the week, Saturday, Sunday, French public holidays) and to limit their duration. These Service interruptions will be notified to the Customer by e-mail at least seven (7) business days before any suspension. In case of emergency, the Service Provider nevertheless reserves the right to suspend partially or totally, without notice, the Service to conduct any required technical operation;
6. an order, instruction, request, opinion or recommendation of the government, an emergency service or any competent administrative authority. In this case, the Service Provider may, without incurring any liability, terminate the General Conditions without notice by sending a registered letter with acknowledgement of receipt;
7. technical constraints or limits, affecting the Service, which would be imposed on the Service Provider by a public authority, competent regulatory groups or interconnected operators;
8. loss by the Service Provider or refusal of any authorization, license or approval necessary, if any, to provide all or part of the Service. In this case, the Service Provider may, without incurring any liability, terminate the General Terms and Conditions without notice by sending a registered letter with acknowledgement of receipt.

13.2. The Service Provider cannot be held liable in the event of a suspension of the Service for the aforementioned reasons and such suspension cannot give rise to any compensation.

14. Support

14.1. The Service Provider provides a free-of-charge assistance to the Customer from Monday to Friday (excluding French public holidays), from 9am to 7pm (French time), in order to answer questions concerning the use of the Services communicated to it by the Customer, by sending a request from the Web Interface.

14.2. The Help Desk also allows the Customer to notify the Service Provider of any incident on the Services. For the purposes of this article, the term "incident" refers to the reporting of a failure to provide the Service for more than 30 minutes and which is not attributable to the Customer (such as a configuration error or misuse). Any interruption in the provision of the Service attributable to the Customer shall not be considered an incident.

14.3. For any incident reported by the Customer, the Service Provider undertakes to intervene within four (4) working hours of the incident being reported in order to carry out investigations, a diagnosis and attempt to resolve it if this resolution is within its power.

14.4. The Customer is informed that the reporting of an incident in real time to the Service Provider, and the provision to the Service Provider of all the information and details necessary for its intervention, constitute a determining condition for the functioning of the assistance service, its purpose and its effectiveness.

15. Limits of liability

15.1. The Parties declare that they are aware of the characteristics and limits of the Internet and telecommunications network through which the Service is provided. The Customer acknowledges that (i) data transmissions over the Internet and over telecommunication networks benefit only from relative technical reliability, as they circulate on heterogeneous networks with diverse technical characteristics and capacities, which are sometimes saturated at certain times of the day; (ii) data circulating on these networks are not protected against possible misuse, and that they may be the subject of a capture of the information disseminated and (iii) it is impossible to control the use that could be made by third parties.

Consequently, the Service Provider shall not be held liable for any of the facts or events mentioned above.

15.2. The Service Provider cannot be held liable:

1. in the event of misuse by the Customer of the Services, or in the event of loss, theft or fraudulent use of the Identification Data,
2. in the event of the use of non-approved or misconfigured equipment
3. in the event of disruptions or interruptions in the provision or operation of the telecommunications facilities provided by the operator(s) of the networks to which the Service Provider's facilities are connected, and in particular in the event of malfunction of the local loop operator's network,
4. in the event of a request for incoming or outgoing portability, the Service Provider cannot guarantee the feasibility, successful completion or time limits of a portability operation, as portability is carried out in accordance with the provisions of the French Post and Electronic Communications Code, in particular Articles L44 and D406-18,
5. in respect of the data communicated by the Customer to the Service Provider and the use that the Customer makes of it through the Services subscribed;
6. in respect of information and documents communicated to the Customer, and the interpretation that the latter may make of them, provided that such information and documents are only indicative and do not have any contractual value,
7. in the event of modifications due to recommendations by the applicable U.S. governmental authority and/or competent regulation authorities for other countries, to the network operator or services.

15.3. Similarly, the Service Provider shall not be held liable for any indirect damage, such as operating losses, loss of clients, commercial damage, harm to brand image, loss of data and/or files. In any event, the sum demanded from the Service Provider for reparation of the damages suffered shall not exceed an amount equivalent to the Fixed Costs (excluding activation Fees) paid by the Client for the Service concerned, over the three (3) months preceding the event giving rise to the liability.

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15.4. By express agreement between the Parties and by way of a conventional time limit to the right of action, no legal action or claim of any kind may be brought or made against the Service Provider more than one (1) year after the occurrence of the event giving rise to the claim.

15.5. THE SERVICE PROVIDER AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. THE SERVICE PROVIDER AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO WARRANTY, REFUND, OR OTHER RESTITUTION TO YOU WITH REGARDS TO THE WEBSITE, OTHER THAN AS SPECIFIED HEREIN, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, DELAYS, CANCELLATIONS, STRIKES, GOVERNMENTAL ISSUES, OR FORCE MAJEURE.

15.6. IN NO EVENT WILL THE SERVICE PROVIDER OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOSSES ARISING FROM YOUR USE OF OUR WEBSITE, EVEN IF THE SERVICE PROVIDER IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SERVICE PROVIDER'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO YOUR CEASING USE OF THE WEBSITE.

16. Force majeure

16.1. Neither party shall be liable for failure to perform or for late performance of any obligation under the Contract, to the extent that such failure would result from the occurrence of a force majeure event.

16.2. In particular, the following shall be considered as cases of force majeure:

1. a total or partial malfunction resulting from disruptions or interruptions in the provision or operation of the telecommunications facilities provided by the network operator(s), or servers operated by third companies, to which the network supporting the Service(s) is connected,
2. labor disputes occurring at the Service Provider's service providers' or suppliers',
3. the order of the public authority imposing the total or partial suspension of the public telephone service under the conditions laid down by the laws and regulations in force,
4. the cessation of the operation of the public telephone network necessary for the provision of a Service, by decision of the Public Authority, and
5. fire, flood, natural disaster, intrusion, malicious intent, strike, questioning the financial and technical balance of the Contract, legal or regulatory obligations or public policy obligations imposed by the competent authorities and which would have the effect of substantially modifying the Contract, or any other event of force majeure or fortuitous event within the meaning of Article 1148 of the French Civil Code.

16.3. As soon as it is affected by a case of force majeure, the party concerned shall notify the other by registered letter with acknowledgement of receipt, within three (3) calendar days of the occurrence of the event, specifying the date on which its obligations were suspended and the case of force majeure giving rise to the suspension.

16.4. In the event of an extension of the force majeure event beyond a period of one (1) calendar month after sending the aforementioned notification, either party shall be entitled to terminate the Contract immediately and ipso jure, without legal formalities or compensation, without incurring any liability on its part.

17. Termination

17.1. Termination for Convenience

The Client may, legally, cancel the General Terms and Conditions or the Appendices for convenience, by sending a registered letter with acknowledgement of receipt notifying the other Party of the cancellation, giving three (3) months' notice.

17.2. Termination in case of evolution or modification of the Services

In the event of any change or modification of the Services as described in Article 7 and subject to one (1) month prior notice, the Service Provider is entitled to terminate, ipso jure, the Contract and/or the Appendices affected by such change or modification by registered letter with acknowledgement of receipt.

17.3. Termination for inactivity

In the event that a Customer's account proves inactive, i.e. a total absence of use of the Service for 6 months from the last communication sent (voice or data), the Service Provider may close the account and terminate the Service for security reasons and in order to free up available resources. The termination will give rise to information to the Customer.

17.4. Termination for breach

17.4.1. In the event of failure to comply with the obligations defined in the Contract, the Service Provider or the Customer is entitled to terminate the General Terms and Conditions and/or the Appendices by operation of law by sending a registered letter notifying the other party of the termination, subject to one (1) month prior notice. Such termination shall be without prejudice to any right of the non-defaulting party to claim damages for the damage suffered.

17.4.2. In particular, the following shall be considered as a Customer's breach:

1. any violation of the license to use the Web Interface and/or the API, as described in section 18.2 hereof,
2. any use contrary to the terms of use of the Services as described in the Agreement,
3. the non-payment in whole or in part of any amount due pursuant to section 12.3 hereof.

17.5 Termination in case of force majeure

In the event of force majeure, either Party shall be entitled to terminate the Contract and/or the Appendices concerned by the event of force majeure by operation of law, without legal formalities and under the conditions defined in Article 17 hereof.

17.6. Consequences of Termination

In the event of termination of the General Terms and Conditions and/or Appendices, for any reason whatsoever, the Customer undertakes to pay the Service Provider (i) the sums due to it in respect of the Services provided pursuant to the Contract and unpaid on the date of termination.

In case of Termination for Convenience, as described in section 17.1 hereof, the Subscriptions remaining outstanding until the contractual expiry.

17.7. Termination of Appendices

The termination of these General Terms and Conditions automatically terminates the Appendices attached to them. However, the termination of the Appendices or of some of them does not automatically entail the termination of these General Terms and Conditions or other Appendices subscribed to by the Customer unless the Parties decide otherwise.

18. Intellectual Property

18.1. Pre-existing rights

18.1.1. All intellectual property rights belonging to one of the parties and existing before the Contract remain the property of the latter. Nothing in the Agreement grants the other party any right or license to the aforementioned intellectual and industrial property rights other than those expressly provided for in the Agreement. The Service Provider and the Customer therefore undertake not to use or reproduce these intellectual and industrial property rights without the authorization of the

other party.

18.2. Limits for use of the Web Interface

18.2.1. The Web Interface and all the elements that compose it are the exclusive property of the Service Provider. The Service Provider grants the Customer a non-exclusive, non-transferable and revocable license to use the World Wide Web Interface solely for the purpose of using the Services. The price of the Services includes the price for this license.

18.2.2. The Customer undertakes not to grant a sub-license of use on the Web Interface and undertakes to comply with the instructions, advice and recommendations of the Service Provider regarding the use of the Web Interface.

18.2.3. The license to use the Web Interface is granted for the duration of the Agreement only. This license is automatically terminated in the event of termination notified in accordance with the terms of Article 17 hereof.

18.3. API User License

18.3.1. The API, all its components and the documentation relating to the API are the sole property of the Service Provider. The Service Provider grants the Customer a worldwide, non-exclusive, non-transferable and revocable license to install and use the API solely for the purpose of using the Services. The price of the Services includes the price of this license. The Customer agrees not to grant a sub-license to use the API.

18.3.2. The API user license is granted for the duration of the Agreement only. This license is automatically terminated in the event of termination notified in accordance with the terms of Article 17 hereof.

18.4. Ownership of specific developments

18.4.1. The intellectual property rights attached to a specific development carried out by the Service Provider to adapt the Services to the Customer's needs are and remain the Service Provider's property. The Service Provider hereby grants a worldwide, non-exclusive, non-transferable and revocable license to use the aforementioned specific developments for the sole duration of the Agreement and for the sole purpose of using the Services. The price of this license is included in the price paid by the Customer for these developments.

19. Personal Data

19.1. The Service Provider does not carry out any control over the data communicated to it by the Customer in the context of the use of the Services. As such, the Customer remains solely responsible for the content of its data and its use in connection with the Services subscribed to by the Service Provider.

19.2. In the event that the data used in the Services contain personal data, the parties undertake to comply with all the rules for which they are respectively responsible with regard to the personal data they are required to process pursuant to their obligations under the Contract, in accordance with the applicable regulations on the protection of personal data.

19.3. The Customer declares and guarantees to the Service Provider to respect and comply with both national and EU regulations relating to the protection of personal data. In particular, the Customer declares and guarantees that he has carried out the declaration formalities required with regard to the processing of personal data within the framework of the Contract. The Customer must be able to provide proof, at the request of the Service Provider, that the reporting formalities have been duly completed with the competent authorities.

19.4. The Customer remains solely responsible for the obligations incumbent upon it with regard to the personal data it may have collected (itself or by its subcontractors) in order to use the Services and which it will be required to make available to the Service Provider for the purposes of the Contract. In this respect, the Customer guarantees the Service Provider that the processing of any data made available to the Service Provider by the Customer will not put the Service Provider in a position of breach of current legislation on the protection of personal data.

19.5. As a data processor, the Service Provider undertakes to respect the security and confidentiality measures of the data as specified in the Appendices.

Signature:

20. Confidentiality

20.1. Both parties undertake to keep strictly confidential any information of which either Party becomes aware in connection with the Agreement (Confidential Information) and not to disclose it to third parties via any means whatsoever, by using the same methods and procedures as those used for their own confidential information. The following, in particular, is regarded as Confidential Information: information relating to the Services, and to the negotiation, signing, content and terms and conditions of the Agreement, the Service Provider's know-how and commercial techniques, and to any disputes, disagreements or legal action relating to the Agreement.

20.2. Both Parties undertake:

1. to keep confidential the Confidential Information it receives from the other Party, applying to it the same degree of vigilance as it would apply for the purpose of protecting its own confidential information;
2. to refrain from disclosing the other Party's Confidential Information to any third party other than its staff or agents who are required to have knowledge thereof in order to execute the Agreement, without the prior express agreement of the other Party; and
3. to use the other Party's Confidential Information only for the purpose of exercising their rights and fulfilling their obligations arising from the Agreement and never to use it for the other party's internal or external requirements.

20.3. Notwithstanding the foregoing, neither Party shall have any obligation in respect of information which:

1. has or may come into the public domain independently of a default on the part of the Party having received it;
2. may have been developed independently of the Party receiving it;
3. may have become known to the Party receiving it before it was disclosed to them by the other Party;
4. may have been legitimately received from a third party not subject to a confidentiality obligation, or
5. has to be disclosed by virtue of the law or due to a court order (in which case it must only be disclosed to the extent required and once the party that supplied it has been informed in writing).

20.4. The Parties' obligations with regard to the Confidential Information shall remain in force for the entire term of the Agreement or, if the Agreement is terminated for any reason, for a period of three (3) years after such termination.

20.5. Both Parties shall be obliged to return, as soon as possible, all copies of any documents or media containing the other Party's Confidential Information, as soon as the Agreement is terminated, regardless of the reason.

20.6. Furthermore, the Parties undertake to ensure that their staff, and any agent or third party who may become involved with the Agreement in any capacity, comply with these stipulations.

21. Transfer of the Agreement

21.1. The Contract is concluded *intuitu personae* and may not be assigned or transferred by either party without the prior, express and written consent of the other party. It is concluded in consideration of the Customer's person and characteristics (for information purposes only, legal situation, composition or distribution of capital, change of control, etc.).

In the event of a change in the characteristics of the Customer's person, the Service Provider reserves the right to terminate the contract without compensation.

21.2. The Customer may not contribute, transfer or assign, for any reason whatsoever, its capacity as a party to the Contract or all or part of its obligations under the Contract, including, without this list being exhaustive, in the case of a transfer by merger, division or partial contribution of assets, without the prior written consent of the Service Provider.

In the event of the Service Provider's agreement, any assignment may only take effect after the signature of an Amendment to the Agreement and the Customer shall remain personally liable for the proper performance of the Agreement until the effective date of assignment, as well as for any obligation whose operative event occurred prior to that date.

The Customer shall be jointly and severally liable with the assignee to the Service Provider for the performance of the obligations arising from the Contract following the assignment authorized in writing by the Service Provider.

Signature:

21.3. It is expressly agreed between the Parties that the Service Provider may contribute, transfer or assign, for any reason whatsoever, its status as a party to the Contract or all or part of its obligations under the Contract to subcontract or delegate the performance of the Contract in whole or in part to any entity which controls or is controlled by the Service Provider or which is controlled by the same persons who control the Service Provider (within the meaning of Article L. 233-3 of the Commercial Code).

22. Applicable law and jurisdiction

22.1 The Agreement shall be subject to and interpreted in accordance with US law.

23. Miscellaneous

23.1. Nullity of non-applicability of a clause

If any one of the stipulations of the Agreement is declared null and void or non-applicable with regard to a legislative or regulatory provision in force and/or a legal decision having the authority of res judicata (a final judgment), it shall be deemed unwritten and shall not result in the other provisions being rendered null and void. The Parties shall modify or replace any provision declared null and void or non-applicable, as may be reasonably required, in order to render the said provision valid and applicable.

23.2. Modification of the Agreement

The Agreement may only be modified, changed or amended by means of a written agreement signed by both parties.

23.3. Use of the Client's names and logos

The Client authorizes the Service Provider to cite the Client as one of its clients and as a professional reference in presentations and commercial or marketing documents, in paper, electronic or any other format existing now or in the future, for worldwide dissemination and communication. The Service Provider undertakes to ensure that such communication, for strictly professional purposes, takes place in compliance with industry practices. To this end, the Client grants the Service Provider the right to reproduce and represent its commercial name, its corporate name and status, if applicable, its trademark, logo or more generally any distinctive sign belonging to the Client, for the duration of the Agreement, and for an additional period of two years after its expiry or cancellation.

Pricing Appendix

24. Price terms

All prices are expressed in US dollars (USD), excluding taxes.

The prices are available on the Web Interface. They may also be sent by email to the Customer.

24.1. Subscriptions

24.1.1. Subscriptions are billed in advance on the last day of each month.

24.1.2. All Subscriptions are subject to the Contract Duration.

24.1.3. For Prepaid Accounts, numbers will be billed upfront for the total duration of the Contract.

24.2. Usage

24.2.1. Usage is billed in arrears on the last day of each month.

24.2.2. Prices are for normal, reasonable use, in accordance with the traffic forecasts communicated by the Customer and in compliance with regulations and practices.

24.2.3. The Customer is hereby notified that, when certain billing increments are imposed, such as 6-second or whole-minute increments, depending on the country and/or operator concerned, they will be billed again by the Service Provider.

24.2.4. The Service Provider will pass on to the Customer any additional amount relating to the characteristics or delivery of the traffic produced by the Customer that may be charged by third-party operators or by a regulator. Specifically, this includes any surcharges or surtaxes that may be billed to the Service Provider after the fact, such as charges caused by misuse by the Customer.

24.2.5. The Customer is hereby notified that a minimum call duration will be billed for each answered call. The minimum call duration is specified in the Price terms.

24.3. Kickbacks

If a kickback is associated with the use of Special Numbers, it is subject to normal and lawful call traffic, particularly with regard to the Ethical Recommendations, and to the existence of an existing agreement between the Service Provider and the local loop operator.

Any kickback will be made on the basis of the net sum actually received by the Service Provider and subject to the existence of claims or complaints addressed directly or indirectly to the Service Provider. By express agreement, reports from any local loop operator are indisputable proof of the actual use of the Numbers. In this situation, the Service Provider will retain the amount of the kickbacks until the end of the dispute or the Customer's justification of the use of the Service.

24.4. Commitment

24.4.1. The Customer agrees to be billed of a minimum of \$200 USD per month (Monthly Committed Amount).

24.4.2. This commitment is subject to the Contract Duration.

24.4.3. The Service Provider may propose an alternative amount. With the Customer agreement, a specific appendix will be written.

24.4.4. If, on a given month, the total billed to the Customer is below the minimum monthly committed amount agreed upon,

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the Service Provider will bill the difference to reach the target amount.

24.4.5. The termination of the Contract will result in the billing of the highest amount between the remaining Subscriptions due, and the total committed amount due.

Traffic Quality Appendix

25. Limits

- 10 simultaneous channels maximum
- 1 call attempt per second (CAPS) maximum

The Customer will submit a request to the Service Provider at least 30 days in advance of higher usage needs. The Service Provider reserves the right to grant or deny the Customer's request, depending on the capacities of its network and its partners.

26. Traffic Quality

26.1. ASR

26.1.1. The Customer must maintain an average call setup success rate of more than 60% every hour.

26.1.2. Failure to comply with this rate will result in Penalties applied on the Customer by the Service Provider as provided for in the Penalty Appendix.

26.1.3. The call setup success rate metric is called **ASR**, for Answer Seizure Ratio.

26.2. ACD

26.2.1. The Customer must maintain an average communication time of more than 15 seconds per call, every hour.

26.2.2. Failure to comply with this rate will result in Penalties applied on the Customer by the Service Provider as provided for in the Penalty Appendix.

26.2.3. The average communication time metric is sometimes called **ACD** for Average Call Duration or **ALOC** for Average Length of Call.

26.3. Short Calls

26.3.1. The Customer will aim to keep short calls (answered calls lasting less than 8 seconds) at a rate of less than 10% of the total calls answered per rolling hour.

26.3.2. Failure to comply with this rate will result in Penalties applied on the Customer by the Service Provider as provided for in the Penalties Appendix.

Penalties Appendix

27. Penalties

The Service Provider may apply, upon discovery, the following Penalties to the Customer, for any breach or action found.

Penalty	Unit	Unit Price in USD (excl. taxes)
Upstream/downstream carrier penalty	Per penalty	Same amount
Regulator Penalty	Failure to comply with a regulator rules, or breach of ethics	\$10,000 + regulator penalty
Unauthorized CLI	Unauthorized CLI, per call	\$100 + carrier penalty
End user complaint of spam or scam	Per complaint	\$100
Subpoena / Official requests	Per request	\$100
Excessive Support Request	Per ticket opened, if the issue is due to the Customers	\$100
ASR below 60%	Per call	\$0.01 per call per hour below the required level
ACD below 15s	Per call	\$0.01 per call per hour below the required level
Excessive short calls	Per call	\$0.01 per call per hour below the required level

Options Appendix

28. Options

The Customer may subscribe to the following Options, upon the Service Provider's acceptance and depending on the available technical capabilities:

Option	NRC	MRC
Direct connect (fiber)	\$1000	\$250 / link
BGP Peering	\$1000	\$250 / peering
CAPS	\$0	\$150 / 10 CAPS
Short numbers	Available on quotation	Available on quotation
Number portability	\$10 / number	Inbound: number monthly subscrip.
Service Level Agreement (SLA)	Available on quotation	Available on quotation
Channels reservation	\$0	\$30 / 30 channels
Number hosting	\$1500 / range of 10k	\$400 / range of 10k

SIGNATURE

The document has been read and accepted by the Client.

Client:

Date: Saturday, January 1, 2022 at 12:00:00 AM UTC

IP address: ()

Web browser:

Emails:

Signed by: