

RESELLER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH BELOW AND THAT ACTIVATION OF RESELLER'S ACCOUNT IS SUBJECT TO PROVIDER'S RECEIPT OF INITIAL PREPAYMENT AND PROVIDER'S PERFORMANCE OF CERTAIN BACKGROUND CHECKS ON RESELLER. PROVIDER RESERVES THE RIGHT TO SUSPEND AND/OR TERMINATE THIS AGREEMENT AND ASSOCIATED SERVICES AT ANY TIME IN THE EVENT PROVIDER DETERMINES, IN ITS SOLE DISCRETION, THAT IT CANNOT VERIFY RESELLER'S BACKGROUND INFORMATION.

TERMS AND CONDITIONS

WHEREAS, GTI Technologies ("Provider") is the owner and/or licensor of certain Services, as defined below, that Provider is willing to make available for resale, distribution, sub-license or otherwise subject to the terms and conditions of this Agreement; and

WHEREAS, Reseller desires to purchase Services from Provider for the purpose of resale, distribution and/or sub-license within the Territory, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and other good and valuable consideration set forth herein, Provider and Reseller agree as follows:

1. Definitions. The following terms shall have a defined meaning as used in these Terms and Conditions ("Agreement"):

1.1 "End User" means a person, firm or enterprise (as the case may be) of the Services who uses and is authorized to use the Services for personal or reasonable business-related use, but is not permitted to provide, furnish, permit others to use, distribute, sell, license or otherwise authorize or grant any rights to use the Services.

1.2 "End User Agreement" shall refer to the End User agreement, if applicable, for a particular Service between Reseller and End User.

1.3 "Provider Marks" means Provider's proprietary marks, including without limitation, "GTI", "GTI World", "VoiceLine", "Max", and "VoiceDirector" and other Provider proprietary marks which Provider owns, adopts or uses in association with the Services, whether registered or not.

1.5 "Services" means, individually and/or collectively, the Voice over Internet Protocol (VoIP) products and/or services that are available from Provider from time to time under this Agreement.

1.6 "Territory" means any jurisdiction where the sale of VoIP is lawful.

2. Appointment. Subject to the terms and conditions set forth herein, Provider hereby appoints Reseller and Reseller hereby accepts appointment as a non-exclusive reseller of the Services. The right to resell the Services and any other rights set forth in this Agreement are personal to Reseller and Reseller agrees that it shall not authorize any other third party to resell the Services, nor transfer, delegate, convey or assign any rights or obligations under this Agreement, without the prior written authorization of Provider.

3. Term. The term of this Agreement shall be one (1) year from the Effective Date ("Term"), unless terminated earlier pursuant to Section 11. This Agreement shall automatically renew for consecutive one (1) year terms effective on the anniversary date of the Effective Date, unless either party provides at least thirty (30) days' prior written notice of its intent not to renew.

4. Expiration Terms. Provider reserves the right to charge a monthly account maintenance fee for each month that an account is inactive (i.e., no transactions) for a period of ninety (90) days or more. If an account has been inactive for a period of 180 days, Provider reserves the right to terminate the account upon notice to Reseller and Reseller forfeits any and all funds remaining in such account which shall become the property of Provider.

5. Rights of Reseller.

5.1. Reseller Rights. Reseller is authorized to resell the Services in the Territory, pursuant to the terms and conditions of this Agreement. Reseller alone (and not Provider or any Provider affiliate) is and shall be responsible and liable to End Users and any person or entity to which Reseller resells Services and/or uses Services. As between Reseller and Provider, Reseller is solely liable for the acts and/or omissions of End Users and any person or entity to which Reseller resells the Services or who uses Services.

5.2. Reseller Restrictions and Prohibitions. The rights set forth in this Agreement are subject to the following restrictions and prohibitions:

(a) Reseller shall not itself or permit any third parties to alter, modify, adapt, convert, reproduce, duplicate, transmit, adapt, copy, display, perform, link to, disassemble, reverse engineer, create derivative works, disable the Services, in whole or in part, without the prior written permission of Provider.

(b) Reseller shall not permit any End User or any other person or entity to resell, furnish, make available or provide Services in any manner, whether for further distribution, resale or otherwise, nor shall Reseller authorize or grant any rights (or attempt to do so directly or indirectly) to any other person or party with respect to the Services, except for the right of End Users to use the Services as specifically set forth in this Agreement.

5.3 To the extent that Reseller breaches any of the foregoing restrictions or prohibitions and without limiting any other rights or remedies available to Provider, Provider shall have the right to immediately terminate this Agreement.

5.3 Telephone Numbers. Any telephone number or Direct Inward Dialing ("DID") (collectively "Number") provided to any End User is being leased and not sold. End Users shall not obtain any rights, title or interest in the Number. The Number is portable to other service providers at Provider's discretion and will incur a fee. The Number is to be used only with services provided by Provider and Provider reserves the right to change, cancel or move the Number at Provider's sole discretion.

6. Reseller Obligations.

6.1. Guidelines. Reseller shall comply with any guidelines for using and offering the Services that may be provided to Reseller from time to time by Provider. Provider shall be deemed to have provided any such updated or additional guidelines applicable to the use and offering of Services if they are posted on Provider's website or portal, or otherwise electronically made available. It is Reseller's obligation to check Provider's website and portal periodically to ensure Reseller is aware of the most current guidelines, whether or not any other notice is provided by Provider.

6.2. Marketing. Reseller agrees to use its best efforts to market and distribute and resell licenses for the use of the Services to End Users in the Territory. Reseller agrees that its marketing and advertising efforts will be of high quality and in good taste, consistent and complying with all laws and regulations applicable thereto. Reseller reserves the right to approve or reject any marketing materials appearing on Reseller's website(s), or on the Google Play or Apple App Store, or on any other platform or medium where Reseller advertises the Services and may suspend the authorization herein granted or terminate this Agreement if Provider determines, in its sole discretion, that the marketing materials are infringing, objectionable, offensive, misrepresentative, deceptive, false, inconsistent with Provider's rights, in violation of any law, regulation or third party's rights or otherwise inappropriate in any way. Reseller will include in all such advertising all applicable patent, copyright and trademark notices as they appear in connection within the Services or as specified by Provider from time to time. Reseller shall be responsible for any and all expenses incurred by Reseller with respect to the advertising of the Services.

6.3. Translations. If Reseller translates any content or language relating to the Services (e.g., marketing materials, End User Agreement, website copy), Reseller agrees to use the services of a professional translation service to perform the translation and obtain certification that said translation is true and accurate reflection in the new language, and of the intentions, meaning and enforceability inherent in the original materials upon which such translation is based. Upon the request of Provider, Reseller shall provide a copy of the translated material to Provider and a certificate of accuracy or other proof showing that the translation was performed professionally. If Provider believes in its sole discretion that such translation does not comply with Provider's standards, is misleading, or otherwise violates any term of this Agreement, then Reseller shall have the deficiencies corrected at its own expense. Reseller further agrees to indemnify Provider against any claims or threatened claims arising from any errors in the translation of any content or language relating to the Services.

6.4. Unauthorized Use, Fraudulent Calls and Artificially Inflated Traffic. Reseller shall implement commercially reasonable measures to prevent the Services from being used for any unlawful purpose whatsoever including the transmission or offering of any information or services which are unlawful, abusive, harmful, threatening, defamatory, or which in any way infringe copyright, intellectual property rights, trademarks, or which are pornographic, or that may cause offense in any way. At the request of Provider, Reseller will inform Provider of the aforementioned measures in effect and explain its operation. If such internal operating methods are deemed by Provider in its sole discretion to be inadequate, Provider may require Reseller to implement additional measures to be mutually agreed upon by the parties. Reseller shall not use (or permit others to use) the Services in a manner that is fraudulent or unauthorized. Provider may, without notice and without liability, interrupt all Reseller and/or End User communications to prevent or terminate fraudulent and/or unauthorized activities.

Reseller shall not dispute any charges or withhold payment on the basis that Fraudulent Calls or Artificially Inflated Traffic comprised a portion of traffic volume. Reseller shall be responsible for all charges associated with any Fraudulent Calls and Artificially Inflated Traffic. It is Reseller's sole responsibility to take immediate action to block any Fraudulent Calls and Artificially Inflated Traffic. For purposes of this Agreement, "Fraudulent Calls" shall include, but not be limited to, deliberate exploitation of systemic errors in Provider's routing system. For purposes of this Agreement, "Artificially Inflated Traffic" means any activity which: (i) has the effect, intended effect or likely effect of preventing Provider's billing system from capturing any necessary billing information (in relation to the conveyance of a call); (ii) causes incorrect billing by Provider's billing system, or of an associated party; (iii) any situation where any person or entity is misled into making, receiving or prolonging calls; or (iv) is determined by Provider's, in its sole and absolute discretion, to be bad faith usage of the Services. In the event Fraudulent Calls and/or Artificially Inflated Traffic causes Provider to be charged more by its terminating partners than the rate(s) quoted by Provider to Reseller, then in addition to Provider's

right to seek all remedies available to it at law or in equity, Provider reserves the right to re-rate all such traffic at the higher termination rate for the destination(s) in question and Reseller agrees to pay all such re-rated charges.

6.5. End User Support. Reseller agrees that all End User complaints, questions, or other technical or customer support inquiries relating to the Services ("End User Inquiries") shall be directed to Reseller and not Provider. Reseller agrees to undertake commercially reasonable efforts to properly address and resolve all End User Inquiries. Reseller shall provide all Tier I and Tier II support. Provider will provide all Tier III support. "Tier I Support" means the initial technical and customer service provided when an End User calls. Tier I Support typically addresses and resolves issues relating to account management, billing, End User education, basic connectivity and simple troubleshooting. "Tier II Support" means the second line of customer service and technical support that is provided when a Tier I Support representative is unable to resolve the End User issue and transfers the call to a Tier II Support representative. Tier II Support typically addresses issues relating to advanced services (home-networking issues, etc.), computer, security and more detailed MTA concerns as well as other issues that Tier I Support is unable to resolve. Tier III Support" means the support that Provider provides directly to Reseller's Network Operations Center (NOC) or that Provider resolves via a trouble ticket or other mutually accepted mechanism for resolving issues. Tier III Support will typically handle issues such as Provider network and backbone problems, Provider platform problems, MTA configuration and provisioning problems and issues that neither Tier I Support nor Tier II Support was able to resolve.

6.6. Records and Reports. Reseller shall maintain complete and accurate records of its activities under this Agreement including, but not limited to, sales, inventory and support activities, in accordance with standard business practices and generally accepted accounting principles. No more than once a year, at least ten (10) calendar days prior written notice to Reseller, Provider shall have the right during normal business hours to inspect, copy and audit all accounts, records and other information of Reseller that relate to Reseller's compliance with the terms of this Agreement.

6.7. Legal Compliance and Cooperation. Reseller shall remain in full compliance with any and all applicable laws, rules and regulations associated with the offering of the Services within the Territory, including without limitation, laws, rules, and regulations relating to exporting and importing, data privacy, telecommunications, false advertising, money laundering and anti-bribery, and consumer protection. Reseller shall be responsible for obtaining, maintaining and/or otherwise complying with all applicable licenses, permits, certifications and other regulatory obligations associated with offering the Services within the Territory.

6.8 NON-AVAILABILITY OF EMERGENCY SERVICES AND OPERATOR ASSISTED SERVICES. RESELLER ACKNOWLEDGES AND UNDERSTANDS THAT THE FUNCTIONS AND FEATURES OF THE SERVICES ARE NOT INTENDED TO REPLACE OR BE A SUBSTITUTE FOR PRIMARY LINE SERVICES OR PLAIN OLD TELEPHONE SERVICE ("POTS" or WIRED TELEPHONE SERVICES) AND THAT THE SERVICES HEREUNDER DO NOT SUPPORT EMERGENCY SERVICES OR ANY OPERATOR ASSISTED SERVICES. RESELLER SHALL CONSPICUOUSLY AND CLEARLY NOTIFY ALL END USERS AND ANY PERSON OR ENTITY TO WHICH RESELLER RESELLS OR PROVIDES THE SERVICES, THAT THE SERVICES DO NOT SUPPORT EMERGENCY SERVICES OR ANY OPERATOR ASSISTED SERVICES. RESELLER SHALL INDEMNIFY, DEFEND AND HOLD PROVIDER HARMLESS FROM ANY CLAIMS, DEMANDS, COSTS, EXPENSES, LOSSES, LIABILITIES AND DAMAGES (INCLUSIVE OF PROVIDER'S ATTORNEYS' FEES AND COSTS) MADE AGAINST PROVIDER OR INCURRED OR SUFFERED BY PROVIDER ARISING OUT OF OR RELATED TO A CLAIM THAT THE SERVICES DO NOT SUPPORT EMERGENCY SERVICES OR OPERATOR ASSISTED SERVICES. .

7. Prices; Payment Terms.

7.1 Price. All payments shall be prepaid and shall be made via wire transfer. Any fees or charges associated therewith shall be paid by Reseller. Reseller agrees to be responsible for payment of all applicable charges incurred as a result of use of the Services, including, but not limited to, the use or misuse of the Services by an unauthorized third party, or any error, accidental use or loss. Due to Provider's verification process, all funds paid toward the replenishment of an account may not be available for immediate use. All sums not paid when due shall accrue interest daily at the lesser of an annual rate of eighteen percent (18%) or the highest rate permissible by law on the unpaid balance until paid in full. Provider reserves the right to change rates and fees without advance notice to End Users or Reseller.

7.2. Taxes and Duties. In addition to any payments due to Provider under this Agreement, Reseller agrees to pay, indemnify and hold Provider harmless from any sales, use, excise, import or export, value added or similar tax, or any duty or fee (collectively the "Taxes") and any penalties or interest associated with any of the Taxes, imposed by any governmental authority in connection with this Agreement. All amounts payable by Reseller under this Agreement shall be made without deduction or counterclaim and, except to the extent required by any law or regulation, shall be made free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental agency or authority. If Reseller is required by any law or regulation to make any such deduction or withholding, Reseller shall, together with the relevant payment, pay such additional amount as will ensure that Provider actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.

7.3 Modifications; Updates; Discontinuance. Provider reserves the right, in its sole discretion and without incurring any liability to Reseller or End User, to update, improve, enhance, replace, discontinue, modify or alter any or all of the Services, their respective specifications, features, operating characteristics and/or functionality at any time and from time to time. Provider undertakes no responsibility or obligation to support or maintain compatibility with future operating systems or releases, new or different mobile platforms or any other changes or modifications on the devices or any other firmware or software operating on any such devices.

8. Trademark License

8.1. Subject to the provisions of this section, Provider grants Reseller a personal, non-transferable, non-exclusive and revocable right to use the Provider Marks solely in connection with marketing the Services on packaging and in advertising, literature, and other marketing materials and solely within the Territory.

8.2. Reseller shall obtain written approval from Provider prior to any use of a Provider Mark in any advertising or marketing collateral. If Reseller receives notice from Provider that its use of the Provider Mark does not comply with Provider's guidelines or is misleading in regard to the Services, then Reseller at its own expense shall immediately revise the materials to correct the deficiencies. Provider has the right at any time and from time to time to revoke the right to use any or all Provider Marks, replace or substitute any new Provider Marks or otherwise make changes to Provider Marks or the grant of rights, consistent with the protection of its interests if, when and as necessary to do so and Reseller agrees to comply with any Provider instructions and/or requirements applicable thereto.

8.3. Reseller shall have no right to use any trademarks or trade names of Provider other than the Provider Marks as provided in this Agreement. Reseller acknowledges that Provider is the owner of the Provider Marks and trade names and all use within the Territory inures solely to the benefit of Provider and Reseller acquires no

rights thereto. Reseller agrees not to hold itself out to the public as Provider or as an agent or affiliate of Provider. Reseller shall not adopt, use or permit the use of marks that may be confusingly similar to the Provider Marks or any composite marks. Reseller agrees not to register any domain name using or incorporating the Provider Marks and trade names. Reseller will fully cooperate with Provider to assist Provider in protecting and enforcing its rights in and to any and/or all Provider Marks within the Territory.

9. Ownership of Proprietary Rights and Non-Disclosure.

9.1 Reseller acknowledges that the Services and any intellectual property therein is proprietary to Provider. Reseller will take all reasonably necessary measures to protect Provider's intellectual proprietary rights in the Services. Reseller is not granted any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises or licenses with respect to the Services. Any rights not expressly granted in this Agreement are reserved by Provider.

9.2 Any personal or personally identifiable data relating to End Users collected through the Services will be the sole and exclusive property of Reseller. As such, Reseller agrees to handle the personal data as set forth in its privacy policy (which Reseller agrees it shall have and notify End Users thereof) and, in all cases, in accordance with all applicable laws and regulations. Reseller grants to Provider the right to use and process the personal data for the purpose of performing its obligations under the Agreement.

9.3 Over the course of the Agreement, Reseller may be exposed to certain non-public information concerning Provider's business, technology, the Services and other offerings, which are Provider's confidential and proprietary information (collectively "Confidential Information"). Reseller agrees that during and after the term of this Agreement, it will not use or disclose to any third party any Confidential Information without the prior written consent of Provider, except that Reseller may disclose the Confidential Information to its employees as is reasonably necessary to allow Reseller to perform its obligations under this Agreement.

9.4 Reseller shall not, and shall not authorize or assist others, in any attempt to obtain the source code for any software or firmware through decompilation, disassembly, reverse engineering or other means.

9.4 Reseller agrees that it will protect all Confidential Information with at least the same degree of care as it uses to protect its own most confidential information, will make no use of any Confidential Information except as permitted by this Agreement, will allow access thereto only by its employees who have agreed to abide by the confidentiality terms of this Agreement, and only as required for the use of the Confidential Information as specifically permitted by this Agreement, and shall not transfer the Confidential Information or any portion thereof to any third party except as specifically permitted by this Agreement. Reseller shall be responsible for its employees, agents, representatives, sub-resellers and independent contractors' compliance with the terms of this Agreement. Reseller shall promptly notify Provider of any infringement of Provider's proprietary rights or unauthorized disclosure of any Confidential Information that comes to Reseller's attention. Neither party will publicly disclose the terms and conditions of this Agreement, without the express written consent of the other party except to such party's accountants, auditors and attorneys as required in the normal course of business.

9.5 Reseller acknowledges that a violation or breach of the confidentiality undertakings of this Agreement by Reseller will result in imminent, substantial and irreparable harm and damage to Provider and that Provider would not have an adequate remedy at law to compensate it for any such violation or breach. Consequently, Reseller agrees that Provider shall be entitled to obtain immediate injunctive relief, without any requirement to post bond or other security, to prevent any such violation or breach or the continuation thereof and the

foregoing shall not be construed to limit or preclude Provider from availing itself of any and all other rights and remedies, under this Agreement, at law or in equity, all of which are hereby cumulatively reserved.

10. Representations and Warranties.

10.1 Reseller represents and warrants that (a) it has full power and authority to enter into this Agreement and to properly perform its obligations hereunder; (b) this Agreement constitutes a legal and binding obligation enforceable in accordance with its terms; (c) by entering into or performing under this Agreement, it will not violate any agreement it has with a third party, the rights of any third party or any laws or regulations; specifically, it has verified that the resale of licenses, distribution and End User use of the Services is permissible in its own jurisdiction and in the Territory; (d) it owns all rights, title, and interest in any materials provided by Reseller to Provider or End Users or other parties as necessary to perform its obligations under this Agreement; and (e) by entering into and performing under this Agreement, Reseller does and will not infringe upon any intellectual property rights, privacy rights, other rights of third parties, or violate any applicable laws or regulations.

10.2 THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR ANY ASSURANCE THEY WILL BE AVAILABLE OR PERFORM IN ANY PARTICULAR MANNER. EXCEPT AS EXPRESS SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTY TO RESELLER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR USE OR PURPOSE AS TO THE SERVICES PROVIDED TO RESELLER, ALL SUCH WARRANTIES HEREBY BEING EXPRESSLY EXCLUDED AND DISCLAIMED. RESELLER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES. NEITHER PROVIDER NOR ANY OF ITS PARENTS, AFFILIATES OR SUBSIDIARIES WARRANT THAT THE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS OR INTERRUPTION, NOR DOES PROVIDER WARRANT THE RELIABILITY OF ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET OR THAT ERRORS WILL BE CORRECTED.

11. Termination.

11.1 Either party may terminate this Agreement immediately upon notice to the other party, in the event that the other party: (i) materially fails to perform or breaches any of its obligations hereunder or (ii) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or comparable proceeding, whether domestic or foreign. Provider also has the right to terminate this Agreement immediately if the passage or adoption of any law, rule or regulation or industry self-regulatory requirement would make it illegal, no longer commercially feasible or otherwise materially adverse for Provider to perform its obligations, continue its contractual relationship hereunder or if there is any governmental, regulatory or judicial determination that the provision of Services under this Agreement is contrary to existing laws, rules or regulations. The obligations of the parties that, by their nature must survive termination of this Agreement to give effect to their meaning shall so survive.

11.2 Rights Upon Termination. Upon termination of this Agreement, all rights granted to Reseller shall terminate. Reseller shall immediately cease from offering, marketing, providing, making available and reselling the Services and representing that it is a Provider reseller. All sums due to Provider upon termination shall immediately be paid by Reseller to Provider.

12. Limitation of Liability.

12.1. NEITHER PARTY SHALL BE LIABLE IN ANY WAY WHATSOEVER UNDER THIS AGREEMENT, WHETHER AS A RESULT OF A CLAIM OR ACTION IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST ANTICIPATED PROFITS OR LOST ANTICIPATED BUSINESS REVENUE, POTENTIAL BUSINESS OPPORTUNITIES OR FAILURE TO REALIZE EXPECTED SAVINGS, ARISING OUT OF ANY CLAIM AGAINST THE OTHER PARTY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, FOR ANY REASON, PROVIDER SHALL BE HELD LIABLE TO RESELLER HEREUNDER, PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE SOLELY FOR DIRECT PROVABLE DAMAGES UNDER THIS AGREEMENT AND SHALL NOT EXCEED FIFTY THOUSAND (\$50,000) DOLLARS. THE LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THIS AGREEMENT HAVE BEEN EXPRESSLY BARGAINED FOR BY THE PARTIES, AND REFLECT A KNOWING ALLOCATION OF THE RISKS INHERENT IN THIS AGREEMENT. THIS SECTION 12 AND ANY OTHER SECTIONS THAT MUST SURVIVE TO GIVE EFFECT TO ITS OR THEIR PLAIN MEANING, SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

13. Miscellaneous.

13.1 Notices. Any written notices required under this Agreement shall be delivered in person or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices sent by overnight courier shall be deemed given on the date of signed receipt of such notice.

13.2 Assignment. Reseller may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Provider. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13.3 Waiver. The waiver by either party of a breach of any provisions contained herein shall be in writing, and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

13.4 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.5 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Florida. The application of the Uniform Commercial Code, as it relates to seller's implied or express warranties, and the United Nations Convention on the International Sale of Goods is hereby expressly excluded and disclaimed from application to this Agreement. In the event of an inconsistency between or among the provisions of this Agreement and its Exhibits, the terms of this Agreement shall take precedence.

13.6 Arbitration. Claims relating to breaches of confidentiality, intellectual property claims, or claims seeking equitable or injunctive relief shall be brought exclusively in the federal and state courts located in Newark, Florida. Any other claims or controversies arising out of or relating to this contract shall be settled by binding arbitration (one arbitrator) administered by the American Arbitration Association ("AAA") in Florida under its International Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Both Parties consent to personal jurisdiction in Florida.

13.7 Indemnification. Reseller shall defend, indemnify, and hold Provider and its parent, affiliates, subsidiaries, officers, agents, directors, shareholders and employees harmless from and against any and all claims, liabilities, demand, threats, losses or damages, arising out of: (1) any failure by Reseller to perform any obligations under this Agreement; (2) any breach of any Reseller representation or warranty set forth in this Agreement; or (3) any act or omission by Reseller, End Users and/or persons or entities to which Reseller resells the Services. Damages or losses claimed by a third party against Provider and for which indemnification is required hereunder shall, as between the parties, be deemed a full indemnity and not subject to any limitation on damages or otherwise.

13.8 Independent Contractors. The parties expressly agree that Provider and Reseller are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Reseller is strictly prohibited from making any sort of representations that it is affiliated with or has the legal authority to bind or act on behalf of Provider. This Agreement shall not be construed as authority for either party to act for the other party in any agency, franchise or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

13.9 Export Control Laws. The export and re-export of the Services, and other materials are controlled by the export laws and regulations of the United States, as they may be amended from time to time. Accordingly, Reseller agrees to comply with all applicable export rules and regulations, including the responsibility to obtain a license for the export or re-export of the Services, or other materials to any destination requiring such a license. In addition, the Services may not be exported or re-exported to Cuba, Iran, North Korea, Sudan or any other country to which the United States prohibits the export of goods, technology, or services or to nationals of those countries, wherever located. Moreover, the Services may not be distributed to any persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals maintained by the U.S. government.

13.10 Force Majeure. Provider shall not be liable for service interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond Provider's reasonable control.

13.11 Payments to Foreign Officials. Each party hereby represents, warrants and covenants that it will not, under any circumstances, and at all relevant times, make, or cause or authorize any third party acting on its behalf to make, directly or indirectly, any prohibited bribes, offers, promises or payments of money, or anything of value, to any Foreign Official (including but not limited to government officials, government employees, any political party or political party official, any candidate for political office, or any person otherwise acting in an official capacity) pursuant to all applicable laws (including but not limited to any local anti-bribery laws), or

any other third party, for the purpose of influencing such party's acts or decisions or in order to obtain or retain business or secure an unfair business advantage for either Provider or Reseller in performing its duties and obligations pursuant to this Agreement. Both Provider and Reseller expressly agree that this Agreement is the result of arms-length negotiations, and that neither party has entered into this Agreement with a corrupt motive to obtain or retain business or to secure an unfair business advantage. Both Parties hereby warrant and undertake that they shall, at all material times, keep and maintain accurate and up to date accounting records to ensure that all transactions relating to this Agreement are sufficiently documented.

13.12 Entire Agreement. This Agreement, including the attached Exhibits, completely and exclusively state the agreement of the parties regarding its subject matter. To the extent that any provision contained in any of the Exhibits conflict or are inconsistent with any provision in this Agreement, the provision contained in the Exhibit shall control for purposes of the Services involved. This Agreement supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, representations and all other communications between the parties, oral or written, regarding its subject matter. This Agreement shall not be modified except by a written amendment signed on behalf of Provider and Reseller by their duly authorized representatives. Any provision of a purchase order shall not supersede the terms of this Agreement.

13.13 Publicity. Except as permitted herein, neither party shall issue any public statements regarding this Agreement without the other party's prior written approval.

Exhibit A

Service VoiceLine

Reseller desires to utilize Provider's VoiceLine[®] telephony solution to market and deploy Voice over Internet Protocol ("VoIP") telephony services to its current and future End Users.

Customer Premises Equipment : Prices in effect at time of the order. Reseller will use only Provider- certified customer premise equipment, to include without limitation Provider-certified Multimedia Terminal Adapters ("MTA"). "MTA" is a hardware device that interfaces standard analog phones to an IP network providing analog voice, analog fax, and telephony modem connection over an IP communications network.

Additional Terms and Conditions :

Reseller acknowledges that any unlimited service plan offerings are to be used for residential and small to medium size businesses only. Reseller agrees to inform all End Users and any person or entity to which Reseller resells the VoiceLine Service that unlimited service plan offerings are for the personal, residential and reasonable business use of the End User only. Such use shall not include certain activities, including but not limited to any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcasting, fax blasting, telemarketing, automatic dialing, call centers or internet cafes. Any End User whose usage of an unlimited service plan offering **exceeds 2,000 minutes per month** will be presumed to be violating this provision. Provider reserves the right to immediately suspend, terminate or modify the services of any End User using any unlimited service plan offering, if Provider determines, in its sole discretion, that the End User is not using the unlimited service plan offering for End User's personal, residential and/or reasonable business use.

Reseller will provision End User accounts using Provider's Partner Resource Center web portal ("PRC").

Provider and Reseller will mutually agree on telephony packages available to be offered by Reseller to its End Users ("Retail Package"). In connection with such telephony packages, Provider will receive monthly recurring fees (and other fees, if applicable) for each Retail Package that an End User purchases from Reseller.

Provider warrants that all MTAs sold by Provider to Reseller will conform substantially to the applicable product specifications for twelve (12) months after the date of shipment of the equipment to Reseller, as indicated on the applicable shipping documentation. In no event shall Provider's liability to Reseller under this warranty, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Reseller for the equipment subject to the warranty claim. Provider's entire liability shall be limited to repair or replacement of any equipment under warranty. In all cases where Reseller seeks to return equipment under warranty, Reseller shall call and obtain a Return Material Authorization ("RMA") number from Provider. Provider will not accept any returns under warranty without an RMA number.

For equipment returned to Provider, Reseller is responsible for:

- (a) proper packing of parts being shipped to Provider, including description of the failure and written specification of any other changes or alteration of the equipment, such as equipment or firmware updates;
- (b) insurance of all packages at replacement cost;
- (c) prepaid shipment to Provider;
- (d) return of defective equipment to Provider within ten (10) days after issuance of the RMA number; and
- (e) compliance with Provider's RMA procedure for all shipments to Provider, as follows:
 - (i) each request to Provider for an RMA number must specify the number, type, and serial number for each part to be replaced; Provider will provide the RMA shipment address upon request; and
 - (ii) Equipment sent back to Provider must agree exactly in the number, type, and serial numbers associated with the RMA transaction.

Exhibit B

Service : VoIP Solutions (SIP Trunking/IPPBX, Call Shop, PC2Phone, Dialocal)

Service Description:

A. VoIP Solutions is a value added international calling service for use by End Users. VoIP Solutions may provide outbound International Long Distance voice services and/or Provider inbound virtual DID services. "International Long Distance" is defined as a call terminating outside of the country where the call originates.

In the event that Provider or a Provider agent agrees to assist End User or Reseller in the set-up or troubleshooting of the End User systems, and End User or Reseller grants access to Provider or a Provider agent to any of the End User systems, Provider assumes no responsibility or liability in connection with any acts or omissions related to such access.

VoIP Solutions service may not be used for "Domestic Calling" (defined as a call that originates and terminates in the same country).

Reseller and/or End Users shall not falsify originating number, misrepresent originating number or spoof another party's originating number. Reseller is fully and solely responsible for making End Users aware of these restrictions.

International Long Distance calls will be processed for completion to the respective call destination, including but not limited to, the PSTN, PTT, or third-party carrier.

If virtual DID services are used, then incoming calls shall be routed to the applicable End User.

The VoIP Solutions Service is not intended for use or sale in the United States of America.

It is the Reseller's responsibility to ensure that the VoIP Solutions services are used by End Users in full compliance with the Agreement, this Exhibit and all applicable laws, rules and regulations. Reseller is fully and solely responsible for making End Users aware of the restrictions set forth in the Agreement and this Exhibit. In the event that Reseller or an End User violates the VoIP Solutions restrictions set forth herein, Reseller shall indemnify, defend and hold Provider harmless from and against all claims and damages (including reasonable attorneys' fees) arising out of or relating to such violation.

B. Virtual DID Services - Virtual DIDs is an inbound service only. Outbound calling, using a Provider provided virtual DID as the originating number, is not allowed. Provider virtual DIDs **DO NOT** include emergency (911), 411, directory listing or operator services. Inbound caller ID is passed along by Provider to the End User where possible and outbound caller ID will be passed along in the format it is received from the End User (where CLI is available). Virtual DID services are available from certain countries (as shown in Provider's Partner Resource Portal) but only DIDs provided by Provider or ported to the Provider network can be used in conjunction with this service. Number porting is available where applicable laws and support allow. Virtual Numbers are **NOT** allowed to be used as an access number for calling card or call back services. Provider reserves the right to discontinue service for a particular Number and either replace or cancel a given Number at any time with no advance notice.

Reseller acknowledges and agrees that collect calls to Numbers must not be accepted. Reseller will notify End Users not to accept collect calls. "Collect calls" are calls for which the End User may take at its charge the costs of the incoming call. In case collect calls are accepted by End User, Reseller agrees to bear all associated costs and expenses in addition to a \$50 processing fee per call.

Exhibit C

Service: VoiceLine smartphone mobile application ("Mobile App")

Reseller is in the business of making smartphone mobile applications available in the commercial marketplace in a specific geographic territory and desires to act as a non-exclusive authorized reseller of the Mobile App to End Users either (as agreed by the parties): (i) as Provider's service; or (ii) as a private label service from Reseller branded with a Reseller brand name approved by Provider. Reseller agrees to not resell the Mobile App under any other name, brand, logo, mark or other designation other than as agreed by the parties.

All advertising and marketing materials using the Provider Marks shall clearly identify Reseller as independent "Authorized Reseller".

Reseller shall ensure that the all End Users are provided with and agree to an End User Agreement and Privacy Policy (collectively, the "End User Terms"). The End User Terms shall be an agreement between the End User and Reseller, not the Provider. The End User Terms shall not reference Provider or its parents, subsidiaries, or affiliates, directly or indirectly. Reseller agrees that its End User Terms shall confirm with industry standards and that links to the End User Terms will be provided in the Google Play and Apple App Store as well as within the Mobile App itself. Reseller agrees to promptly inform Provider if it becomes aware of any violations of the End User Terms by an End User. Reseller agrees to take all reasonably appropriate actions against any End User who violates the End User Terms, including the revocation of any rights to access or use the Mobile App.

Reseller shall have the ability to recharge the Mobile App balance for its End Users via Provider's Partner Resource Center web portal ("PRC").

Operating Systems: Reseller wishes to purchase and configure the Mobile App on the following operating systems:

iOS

Android

The Mobile App will be loaded in the iTunes (iPhone) and/or Google Play Store (Android) by Provider and be made available for End User download in the Territory.

Reseller shall pay Provider an initial set-up fee for Mobile App configuration and skinning, which fee shall be agreed to by the parties via email exchange. Any additional features requested by Reseller may be subject to an Additional Feature Setup Fee, which shall also be agreed to by the parties via email exchange.

If applicable and subject to Provider's approval, Reseller shall provide Provider the following items for the Mobile App:

- a) Style guide used to re-skin the Mobile App including logo graphics
- b) Title of app, keywords and other information needed to load the Mobile App in the stores.

By signature, I am authorizing GTI Technologies, Inc. to perform a commercial credit check with agencies and bureaus that my company (the “CLIENT-RESELLER”) may use and to consider such reports in making decisions upon the financial terms of potentially doing business together in the future.

The undersigned authorized representative of CLIENT and authorized representative of AGENT have executed this Agreement and shall be effective on the date first referenced herein.

NAME

GTI TECHNOLOGIES INC

NAME

AGENT/RESELLER

Date _____ **20** _____

_____ **20** _____