



MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is dated ___ day of, _____ 201__ and is between Incorpus TeleNetworks an private limited company (“Incorpus”), with its principal place of business 10685-B Hazelhurst, Dr. #18638, Houston, Texas, 77043, USA Or 85 Great Portland Street, First Floor, London W1W 7LT, United Kingdom and

_____ (“Customer”) with its principal place of business _____. Incorpus and Customer shall be referred to herein individually as a “Party” and together as the “Parties”. This Agreement together with any Exhibits and/or Schedules executed by Parties pursuant to the terms hereof shall be referred to collectively as the “Agreement”. If a conflict exists between the general terms of this Agreement and the specific terms of the Schedules, the specific terms of the Schedules and Rate Plans or any update thereto will prevail.

Whereas, Incorpus supplies wholesale origination and termination telecommunications services as detailed in the Schedules to this Agreement (“Services”) and Customer desires to utilize said Incorpus Services;

Now, therefore, in consideration of the respective representations, warranties, covenants and Agreements set forth in the Agreement, and subject to Incorpus having all necessary approval, facilities, and Agreements to provide the Services, Incorpus and Customer intend to be legally bound, and agree as follows:

1. TERM

This Agreement is effective on the Effective Date herein and is accepted by both Parties and continues for a period of 12 months (“Initial Term”). Unless or until modified by mutual Agreement of both Parties, or cancelled or terminated by either Party under the provision contained herein.

1.1 This Agreement shall be automatically renewed for a successive twelve (12) months at the expiration of the Initial Term and/or subsequent term unless cancelled or terminated by either Party by giving ninety (90) days written notice prior to the expiration of the then current term.

2. PAYMENTS

2.1 Upon the execution of this Agreement, Customer will provide prepayment to Incorpus via Financial Institution(s) listed below

Bank Name	Indian Bank Ltd.
Account Name	Incorpus Telenetworks
Account Number	6360376989
IFSC Code	IDIB000K179
SWIFT CODE (Wire Transfer)	IDIBINBBTSY
PayPal	payments@incorpustele.com

Customer Signature : _____ Incorpus Signatory: _____

USA ACH Bank Name	First Centuary Bank
Account Name	Incorpus Telenetworks
Account Number	4016803923628
Routing Number	061120084
Account Type	Checking
Wire Transfer Support	NO

UK Bank Name	Barclays
Account Name	Incorpus Telenetworks
Account Number	00150379
Short Code	231486
Wire Transfer Support	NO

- a. Customer's ability to purchase Services will be determined by the funds available in the Balance received and in place on account with Incorpus. Unless otherwise stated herein, the following terms and conditions will govern payment for Services.
- b. All NRC and MRC charges will be auto-deducted from Customer's account on the 1st of each month.
- c. Refund is only allowed till 30 days from the payment. Any refund request after 30 days will not be entertained and customer has to use up their balance with us by sending traffic.
- d. Customer must send all claimed disputes to Incorpus no later than fifteen (15) days from the date of the calls. Customer must send any claimed billing dispute to Incorpus via Ticket or by email to helpdesk@incorpus.in with the following required documentation.
 - (i) Reason for dispute
 - (ii) (If usage related,) provide CDR data to support Customer claim.
 - (iii) Copy of contract outlining correct costs.

Note: All disputes will be processed within thirty (30) business days. Customer must pay all undisputed amounts associated with disputed invoice. If Incorpus denies the Customer's dispute, the disputed amount becomes due in full immediately following the decision. If Incorpus decides in Customer's favor, Incorpus will process a credit in the amount of the dispute to the customer's account.

3. BILLING

- 3.1 Incorpus will routinely rate and bill all traffic based on standard Location Routing Number (LRN) rating methodology. Both Parties agree that LRN is the preferred standard for accurately identifying OCN (Operating Carrier Number) of the destination number. Customer must deliver to Incorpus a valid origination number. Each Automatic Number Identification (ANI) shall identify the jurisdiction of the calling party. Where LRN is not available, Incorpus will apply the rating methodology for any given call from the Incorpus rating plan currently in effect and said rating shall be based on dialed number.
- 3.2 Incorpus rate notification Effective Date shall govern the rate used to bill any given call during the effective rate period.
- 3.3 Customer's acknowledges that the billed amount cannot be disputed on the sole basis of LRN rating or billing and customer is also having full knowledge of 4 digit rounding with rounding method up. Customer cannot raise dispute because he is not aware of mathematical calculation of rounding's.
- 3.4 All per-minute rates are rounded up to the fourth decimal place amount of a call charge.
- 3.5 Incorpus billing increments shall be defined as below:

Customer Signature : _____ Incorpus Signatory: _____

Route	Initial Increment/Subsequent Increment
US, Canada, US Territories	6/6 (until agreed with different billing cycle)
Mexico	60/60
Rest of the World	1/1
Short Calls(Below 6 sec)	30/6 (until agreed with different billing cycle)

4. RATE MODIFICATIONS

4.1 Incorpus reserves the right to modify the rates for Services with prior written notice to Customer. Modification in rates may be in the form of new rates and/or charges and/or through modification of existing rate elements, which are used to determine rates and/or charges. Customer is liable for payment on any rates changes past the effective date as documented in the delivered rate deck.

- a. Domestic U.S. (including Alaska & Hawaii and all US Territories) and Canada – Five (5) day prior notice period
- b. International – Five (5) day prior notice period

5. CALL DURATION

5.1 Incorpus may interrupt calls of unacceptable length, so called “long duration” calls, which Incorpus specifies to be four (3) hours. Based on customer request, the approved length of call can be modified by written request.

6. COST OVERRUNS

6.1 Incorpus reserves the right not to terminate a call if overall call volume to a specific destination exceeds Incorpus capacity at the quoted price.

7. TAXES AND FEES

7.1 Customer will bear all taxes, duties, and other government charges relating to the Services (including interest and penalties to the extent caused by Customer’s actions or omissions), except taxes based on Incorpus income. Customer will support any Incorpus claim of tax exemption with appropriate documentation.

8. JURISDICTION

8.1 For all calls terminating to the U.S., interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information in the call stream data. Customer shall not route calls to Incorpus that have been re-originated or that contain ANI masking or other systems or techniques designed to obscure callback information or the true original jurisdiction of the call. The origination location of each call will be determined from call stream information. The termination location of each call will be determined from call stream information in the following order: (i) Terminating LRN, then (ii) Dialed Number.

8.2 If the origination location of a call cannot be determined, then Incorpus will treat the call as being of “Indeterminate Jurisdiction,” and the jurisdiction of the call will default to the Intrastate rate per minute for the designated termination location. Factors leading to “Indeterminate Jurisdiction” designations include, but are not limited to, the following:

- a. Blank ANI
- b. Unrecognizable ANI according to the LERG
- c. ANI values beginning with a toll-free NPA of 800, 855, 866, 877, or 888
- d. ANI values beginning with a special NPA’s e.g. 911, 900, or 700
- e. ANI value is an international number, i.e. a phone number outside of the United States of America.

Customer Signature : _____ Incorpus Signatory: _____

9. NETWORK MODIFICATION AND NETWORK MAINTENANCE

- 9.1 Incorpus reserves the right to modify its Network, system configuration or routing configurations. Incorpus may, at its sole discretion and without liability, change or modify the features and functionalities of a Service or modify or replace any hardware or software in the network or in equipment used to delivery any Service. Incorpus may perform scheduled or emergency maintenance (including temporary suspension of Service as necessary) to maintain or modify the Network, Network Terminating Equipment or the Services.
- 9.2 Incorpus reserves right to remove/delete records if necessary during maintenance activities. All previous records are kept as backup with us, if customer insist to check previous/deleted record they can request Incorpus technical team to provide them.

10. NETWORK PROTECTION

- 10.1 In the event the Customer's service traffic volumes results in a lower than industry-standard completion rate (ASR), shorter than industry-standard average call length, severely abnormal or disproportionate distribution of traffic by route (city, mobile, special services, etc.), or other similar abnormality which adversely affects Incorpus network (including, but not limited to, looping situations where Customer's traffic is delivered by Incorpus to another carrier for termination and ultimately returns to Incorpus, or situations where Incorpus vendors threaten to block traffic or charge a premium for terminating it), Incorpus reserves the right to block and refuse to accept such adverse traffic at any time without prior notice to Customer. Notice, along with reason for such refusal, will be delivered to Customer as soon as reasonably practicable thereafter.

11. TERMINATION AND SUSPENSION

- 11.1 Incorpus may terminate this Agreement or suspend or disconnect any Service hereunder at any time upon:
 - a. Any failure of Customer to pay and undisputed amounts when due and payable under this Agreement, continuing for five (5) business days after receipt of written notice by Customer; or disputed amounts that have been reviewed and denied within (5) business days after receipt of decision on such amounts.
 - b. Any breach by Customer of any provision of this Agreement continuing for fifteen (15) days after receipt of written notice thereof;
 - c. Any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Customer; or
 - d. Any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule, or regulation.
 - e. If customer uses abusive language with any of Incorpus team members because of any reason, then Incorpus hold exclusive right to terminate customer account and ban them for getting any future service without any refund of any due balance.
- 11.2 Any termination, suspension, or disconnection of service by Incorpus shall not relieve Customer of its obligation to pay any charges incurred hereunder prior to such event. A service reinstatement charge may be assessed in the event that Incoprus reactivates Customer's service after termination or expiration.

12. LIMITATION OF LIABILITY

- 12.1 In no circumstance shall Incorpus be liable to Customer or its End Users for any indirect, incidental, consequential, punitive or special damages (including but not limited to business losses and lost profits) as a result of any Services, equipment, facilities, person, or system provided or utilized under this Agreement. The entire liability for any claim, loss, damage or expense from any cause whatsoever, shall in no event exceeds sums actually paid to Incorpus by Customer for the specific Services giving rise to the claim.

Customer Signature : _____ Incorpus Signatory: _____

12.2 Customer agrees to accept that E911 services are not available for Services rendered.

13. ASSIGNMENT

13.1 Neither this Agreement nor any rights or obligations of Customer may be assigned in whole or in part without the prior written approval of Incorpus which will not be unreasonably withheld, delayed or conditioned. Incorpus may assign performance of certain obligations under this Agreement to its sub-contractors or agents provided that Incorpus and such sub-contractors or agents shall be jointly and severally liable for Incorpus obligations and liabilities hereunder.

14. CONFIDENTIALITY

14.1 Each Party agrees not to disclose Confidential Information (as defined herein) of the other Party during the Term and for a period of two years thereafter, except to their employees, attorneys, accountants, or financial institutions (collectively, "Representatives") on a strict need-to-know basis, and only after advising them of the contents of this Section. "Confidential Information" means all information relating to either Party or its affiliates that, upon disclosure, is identified by the disclosing Party as confidential, except for information which:

- a. Is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its Representatives,
- b. Was available to the receiving Party or its Representatives on a non-confidential basis prior to the Effective Date,
- c. Is independently developed by the receiving Party or its Representatives without the use of Confidential information provided by the other Party, or
- d. Becomes available to the receiving Party or its Representatives on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality Agreement with, or obligation to, such other party. This Agreement shall not prevent any disclosure of information pursuant to applicable law or regulation, provided that prior to making such a disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. Notwithstanding anything herein to the contrary, the confidentiality provisions shall survive the breach or termination of this Agreement.

15. DISCLOSURE

15.1 Without obtaining the prior written consent of the other Party hereto, a Party shall not:

- a. Refer to itself as an authorized representative of the other Party in promotional, advertising or other materials;
- b. Use the other Party's logos trademarks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or
- c. Release any public announcements referring to the other Party or this Agreement.

16. FRAUDULENT USAGE

16.1 Customer is solely responsible for all usage of the Services, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Customer, and not Incorpus shall bear all risk of loss arising from fraudulent or unauthorized use of the Services. Incorpus reserves the right, but has no duty, to take any action it deems appropriate to prevent any fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.

17. FORCE MAJEURE

17.1 If either Party's performance under this Agreement is restricted or interfered with, in whole or part, by causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, cable cut, utility Customer's curtailments, power failures, storm or other similar occurrence, any law, order, regulation, tariffs or rates which make it impossible or impractical for it or its service providers to provide the Services at the current rates, request of

Customer Signature : _____ Incorpus Signatory: _____

the United States government and Indian Government, or of any agency, court, or other instrumentality or civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout or work stoppage or other labor difficulties, supplier failure or shortage or breach or delay, then it is excused from its performance on a day-to-day basis to the extent of this restriction or interference. The obligation to provide Services is subject to and contingent on the continuation of the Parties' Agreements with its underlying service providers to provide Services described on the Schedules attached at the current rates and on the same conditions under which the service providers are currently providing or offering to provide the services. Any changes in or termination to those Agreements will relieve the effected Party of its obligations and all liability under this Agreement.

18. INDEMNIFICATION

18.1 Customer shall indemnify Incorpus, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorneys' fees, arising from:

- a. Customer's breach of any provision of this Agreement;
- b. The use of the Services by Customer and Customer's customers or end-users;
- c. Customer's Content;
- d. Any other action or inaction by Customer; and
- e. Any claim or action by a customer or end-user of Customer as to the Services based on a representation or warranty not made by Incorpus, hereunder.

19. SEVERABILITY

19.1 If any terms of this Agreement are determined to be illegal, unenforceable, or invalid in whole or in part for any reason, the terms are stricken and will not affect the legality, enforceability, or validity of the remainder of this Agreement. If any terms of this Agreement are stricken as a result of this Section, then the stricken provision is replaced, to the extent possible, with legal, enforceable, and valid terms that are as similar in tenor to the stricken provision as is legally possible. All headings and titles contained in this Agreement are used solely to organize the contents of this Agreement and will not be used to affect the interpretation of the contents of this document.

20. RELATIONSHIP OF THE PARTIES

20.1 No joint venture, partnership or agency of any kind shall be deemed created by this Agreement. The parties are independent contractors and shall not have, nor hold themselves out as having, the power or authority to bind or create liability on behalf of the other Party. Customer is Incorpus's sole customer of record under this Agreement, and Incorpus shall have no responsibility with regard to any End User.

21. GOVERNING LAW

21.1 This Agreement is in all respects governed by the laws of India & State Laws of California, USA without regard to choice of laws. Any disputes that may arise under this Agreement must be resolved in accordance with such laws of the State of California & Govt. of India, and will be adjudicated in the Indian Courts. If any controversy regarding this Agreement between Incorpus and Customer arises that cannot be agreed on, the Parties to this Agreement agree to binding arbitration under the commercial arbitration rules of the American Arbitration Association using a single arbitrator in Cook County, Illinois, USA, and this arbitrator may award attorneys and paralegal fees, expert fees and costs to the prevailing Party.

22. AUTHORITY

22.1 Each party warrants and represents that the party has authority to enter into this Agreement and each person signing of behalf of a party warrants and represents that he or she is authorized to sign this Agreement on behalf of the party, and that the party is bound by the signature of the representative.

Customer Signature : _____ Incorpus Signatory: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Incorpus TeleNetowrks

Customer

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date: ____/____/____

Date: ____/____/____

Enclosure for customer: Any Govt. issues photo ID and address proof,
It should be in English Accepted documents are Passport, Driving license,
Tax ID, Citizenship card, Election ID card.

Customer Signature : _____ Incorporus Signatory: _____