



Short Duration/Miss Call Voip Route 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 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/short duration termination telecommunications services as detailed in the Schedules to this Agreement (“Services”) and Customer desires to utilize said Incorpus Services;

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.
- 1.2 Test account will be only given once in 180 days, only if your account is suspended or deleted.
- 1.3 Rates are subjected to change as per port availability and market rate
- 1.4 By default during test ports are blocked, you need to ask us to open the ports when you want to test

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, LLC
Account Number	6360376989
IFSC Code	IDIB000K179
SWIFT CODE:	IDIBINBBTSY
PayPal	paypal@incorpustele.com

- 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.

Customer Signature : _____

- c. Customer must send all claimed disputes to Incopus no later than fifteen (15) days from the date of the calls. Customer must send any claimed billing dispute to Incopus via Ticket or by email to helpdesk@incopus.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 Incopus denies the Customer's dispute, the disputed amount becomes due in full immediately following the decision. If Incopus decides in Customer's favor, Incopus will process a credit in the amount of the dispute to the customer's account.

3. BILLING

- 3.1 Incopus will charge connection fees of \$0.00065 per 6 seconds for traffic sent as Short Duration/Miss Calls.
- 3.2 There shall be absolute no refund issued back once client has been allotted by time slot.
- 3.3 Incopus is not liable to give any credit if your account balance hits 0.
- 3.4 Incopus will not entertain any request to give temporary credit due to any reason given by client.

4. NETWORK MODIFICATION AND NETWORK MAINTENANCE

- 4.1 Incopus reserves the right to modify its Network, system configuration or routing configurations. Incopus 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. Incopus 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.

5. NETWORK PROTECTION

- 5.1 In the event of any downtime faced by customer because of Network failure, hardware failure, route blockage, Incopus is not liable to give any compensation for lost work time. Customer cannot force Incopus to compensate the lost hours.
- 5.2 Incopus will only provide CLI Routes to customer with no guarantee that customer will be able to get full purchased capacity at every country/destination.
- 5.3 Incopus is not responsible for Call Back, Call Drop (from caller or callee), or any other customer devices complain.

6. TERMINATION AND SUSPENSION

- 6.1 Incopus may terminate this Agreement or suspend or disconnect any Service hereunder at any time upon:
 - a. Positive balance is over from your account.
 - 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.
- 6.2 Any termination, suspension, or disconnection of service by Incopus 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 Incopus reactivates Customer's service after termination or expiration.

Customer Signature : _____

7. CONFIDENTIALITY

7.1 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 a 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.

8. ASSIGNMENT

8.1 This Agreement is not valid if customer has not attached their govt. issued ID and Address proof along with the payment authorization form given by us.

9. FORCE MAJEURE

9.1 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 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.

10. INDEMNIFICATION

10.1 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.

Customer Signature : _____

11. SEVERABILITY

11.1 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.

12. RELATIONSHIP OF THE PARTIES

12.1 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.

13. GOVERNING LAW

13.1 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.

14. AUTHORITY

14.1 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.

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 : Photo ID and Address Proof issued by Govt in English and Payment Authorization form fully filled.

Customer Signature : _____