

## Service Agreement - Terms and Conditions

The service agreement is between Novanet Inc and the customer. Services provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.novanet.net>. Customer should therefore check the site regularly for updated versions. Customer accepts said Terms and Conditions, as acknowledged by signature on the relevant Service Order Form ("SOF"), and agrees to be bound by them.

### Definitions:

"ANI" means Automatic Number Identification.

"DID/DOD" means a country specific telephone number assigned by Novanet to Customer.

"IP" means Internet Protocol.

"PSTN" means the public switched telephone network.

"Registered Address" means the address provided by customer in either written format on (i) appropriate Novanet order forms, (ii) entered into appropriate Novanet's portals or (iii) other written or verbal communication to Customer's Novanet's sales or post-sales representative, that represents the physical location from which Novanet's SIP service and TNs associated with this service will be used.

"SIP" is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

"Subscriber" means an individual, end-user or telephone device assigned a DID/DOD.

"TN" means a telephone number assigned by Novanet to Customer (or that Customer ports to Novanet) and used by Customer in connection with Novanet SIP service.

"Toll Free Number" or "TFN" means a telephone number that supports NADP and is assigned by Novanet to Customer or that Customer ports to Novanet for use with the Novanet SIP Service.

"VoIP" means voice over IP.

- 1. Services Provided:** Provided that Customer is not in default of its obligations stated herein, Novanet shall provide Customer with the Service ordered in the Novanet Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term, the Service Term being defined in Section 11. If Customer has purchased or leased Equipment from Novanet or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by Novanet (or its third party vendor). In addition Novanet equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any equipment not provided by Novanet that may be used in association with the Service.
- 2. Service Description:** Novanet SIP service is a bundled virtual trunking service providing inbound, outbound local and long distance voice services via a Novanet assigned DID. The service will route between a Customer's IP address and either the PSTN or another IP address with Novanet delivering traffic to the Customer's gateway device or IP-PBX via an internet protocol connection using Session Initiation Protocol ("SIP") signaling.

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3. **Service Limitations:** Novanet SIP service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 1010xxx. Outbound local, 911, outbound 800 calls or 411 calls are only available if the calls originating Automated Number Identification (ANI) is a Novanet assigned DID or a DID that has been ported to the Novanet network. All special configurations are subject to Novanet's approval and Novanet reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Novanet's network may be blocked by Novanet.
4. **Service Availability:** The Service is available throughout the Service Term, except in the case of scheduled maintenance of the Novanet network and/or its underlying carrier's network. Novanet will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. Novanet may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers.
5. **Interoperability Requirement:** Novanet SIP service is compliant to RFC 3261 standard and requires customer to conform to the same. Novanet takes no responsibility for installation or configuration of customer Phone System, or any responsibility related to connecting a customer's Phone System to any Novanet provided equipment.
6. **IP originated traffic:** All user traffic must be IP originated. "IP Originated" shall mean voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP adapter, etc.) to a TCP/IP gateway.
7. **Porting Numbers:** Novanet will require a completed and signed Letter of Authorization ("LOA") for any numbers or toll free numbers the customer wishes to port. In addition, Novanet will require a recent, applicable copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by Novanet before Novanet initiates the port request.
8. **Service Activation Date:** Novanet will work with the Customer to establish an initial activation date upon which their SIP service will be activated. This date will be based on the Customer's requested date as well as the Confirmed Port Date Novanet receives from its underlying provider. The Confirmed Port Date is the date upon which the Customer's current voice provider has agreed to port the numbers to Novanet. The Confirmed Port Date typically cannot be set any earlier than two (2) to four (4) business weeks after the port request was initiated. Upon submission of the port request, Novanet will request a port date that coincides as closely as is reasonably possible with the initial activation date arrived at with the Customer. However, since the port interval is a product of the accuracy of the information provided to Novanet by the Customer as well as the processing speed of the Customer's current voice provider, Novanet makes no guarantees about how soon a Customer's number can be ported, but will work with its underlying carrier and the Customer to make sure the port date coincides as closely as possible with the activation date requested by the Customer. When Novanet receives the Confirmed Port Date, Novanet will assign a Service Activation Date based on the aforementioned criteria and will communicate this date to the customer. If the Customer wishes to change the requested service activation date, Customer must communicate, in writing, within forty-eight

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(48) hours of the issuance of the service activation date. Such further date changes by Customer will be met by Novanet on a best effort basis.

9. **Service Agreement Term and Service Term:** The initial Service Agreement Term shall be at least one (1) year and up to three (3) years from the Effective Date of the unique, or any, Service Order Form(s) signed by Customer, with the specific initial Term of the Service Agreement as stated on each such Service Order Form. The term of the Service Agreement will automatically renew for successive one (1) year periods unless terminated in writing by Novanet or by Customer pursuant to the Termination Section of this Agreement at least forty (40) days prior to the expiration of the then existing Term of the Service Agreement. The initial Service Term for the, or any, specific Novanet Service(s) provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term stated on the unique, or any, Service Order Form(s) signed by Customer. Upon expiration of a Service Term for a particular Service(s), the Service Term will automatically renew for successive one (1) year periods unless terminated in writing by Novanet or by Customer pursuant to the Termination Section of this Agreement at least forty (40) days prior to the expiration of the then existing Service Term. When the Term of the Service Agreement expires or is terminated, existing Services continue in effect for the remainder of the Service Term(s) and will continue to be governed by the Agreement. In the event of automatic renewal, Novanet reserves the right to: (i) maintain the same prices and rates for the Service(s) as stated on affected Service Order Form, or (ii) Terminate the Service(s) as stated on affected Service Order Form.
10. **Charges for Service:** Call charges shall accrue upon completion of every call as per the tariff and pulse agreed at the time of signing. The monthly recurring charge(s) ("MRC") and any non-recurring charge(s) ("NRC") for Service shall be the ones which are displayed within the customer portal. Service charges are exclusive of applicable taxes and surcharges. All rates and charges are subject to change immediately in the event there are mandated surcharges or taxes imposed by federal, state or governmental agency.
11. **Payment:** Customers shall prepay Novanet for all Services. Each pre-payment shall be for US\$ One hundred (100/-) or above. Payment shall be accepted through Cheque, Wire Transfer, Paypal and Online Payment (Credit/Debit cards).
12. **Warranties:** Customer acknowledges that it is technically impracticable to provide service free of faults. The service is provided on an "as is" and "as available" basis without warranties of any kind, express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose.
13. **Credit Card Details:** You agree, understand and confirm that the credit card details provided by you for availing of services of Novanet will be correct and accurate and you shall not use the credit card which is not lawfully owned by you, i.e. in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details to Novanet. Further the said information will not be stored by Novanet but only the payment gateway. Novanet will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.
14. **Fraudulent Transactions:** Novanet reserves the right to recover the cost of services, collection charges and lawyers fees from persons using the Site fraudulently. Novanet reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

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15. **Declined Transactions:** In case of a declined transaction, Novanet shall credit the customer's account in the scenario where no confirmation notification has been received from the payment gateway but Novanet's account has been credited by the respective payment amount. In case the customer's account has been debited but Novanet's account is yet to be credited with the same, Novanet will not be liable to credit the customer's account as this issue is between the customer and the respective bank. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.
16. **Limitation of Liability:** Novanet shall not be liable or responsible in any way for the failure of calls to be completed, for any reason whatsoever or for no reason, including, without limitation, the failure of other vendors to terminate such calls, or the failure of such calls to be completed. General Limitation. Except for a breach of any obligation or limitation with respect to the use or protection of confidential information and intellectual property as set forth in section 9 (confidentiality) in no event shall either party be liable for any incidental, indirect, special, punitive, consequential or similar damages of any kind including without limitation, loss of profits, loss of business or interruption of business, whether such liability is predicated on contract, strict liability or any other theory without regard to whether such party has been advised of the possibility of such damages.
17. **Indemnification:** Customer and its respective agents, employees or other representatives (the "Indemnifying Party") will defend, indemnify and hold harmless Novanet and its affiliates, directors, officers, employees, proprietors, independent contractors, consultants, partners, shareholders, representatives, customers, agents, predecessors, successors, and permitted assigns from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) any breach of express representations, warranties or covenants contained in this Agreement; (b) violations by Customer of any applicable laws or governmental regulation; (c) any claim against the Indemnified Party by a third party with a contractual relationship or in privity with Customer; or (d) the transmission, reception, and/or content of information of whatever nature transmitted or received by Customer or Customer's users.
18. **Interpretation:** The words and phrases used herein shall have the meaning generally understood in the telecommunications industry. This Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement.
19. **Confidentiality:** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial data, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the disclosing Company in writing. Both Parties agree that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into

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the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Both Parties utilize to protect its own respective Confidential Information of a similar nature.

20. **Privacy Policy:** Novanet does not sell or rent your personal information to third parties for their marketing purposes. Novanet views protection of your privacy as a very important community principle. We understand clearly that you and Your Information is one of our most important assets. Novanet uses 128-bit SSL encryption for its SelfCare portal. If you object to your Information being transferred or used in this way please do not use the Site.
21. **Refund Policy:** In unfortunate situations when the customer is not in position to use Novanet's services and has prepaid balance in excess of US\$ One hundred (100/-), Novanet abides to refund the same after adjusting all outstanding dues. The outstanding dues could be on account of foreclosure charges for certain services, or cost of hardware/software if provided by Novanet. The refund shall be paid 30 days after customers account has deactivated and shall be paid through cheque in the name of customer.
22. **Loss on account of Misuse/Phishing:** Customer shall be responsible for ensuring that the information provided by Novanet to use its services i.e. username, passwords are not misused. Customers shall be liable to pay for the charges in situations when the said information is compromised and misused. Novanet reserves the right to revoke customer accounts whenever it detects that it is being misused.
23. **Governing Law and Jurisdiction:** This User Agreement shall be construed in accordance with the applicable laws of USA. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by Novanet Inc. and his decision shall be final and binding on the parties hereto.