

Media Routes Hosted VoIP Services Agreement

This Hosted VoIP Services Agreement ("Agreement"), is made as of the Order Date of the service, by and between Media Routes Inc., a corporation registered under the laws of the province of Ontario, Canada ("Company"), and the ordering party ("Customer").

1. **Services.** Company will provide Customer with use of the hardware and software set forth in schedule - I and the support services set forth in this Agreement (collectively, the "Services"), solely for the purpose of hosting the Customer's subscription to the Media Routes' Hosted VoIP software (the "VoIP Software"). Company reserves the right to modify any Service from time to time; provided that Customer may terminate a Service without penalty in the 30 days following notice from Company of the implementation of any change to a Service that has a material adverse affect on the functionality of that Service, if Company fails to correct the adverse effect in the 30 days following Customer's written notification to Company of such effect. Company, its affiliates or subcontractors may perform some or all of Company's duties and/or obligations hereunder.

2. **Customer Responsibilities.** **“All use of the Services must comply with the user policies established by Company from time to time and posted on the Company website located at URL: <http://MediaRoutes.com/> (the "Terms of Service").** Company reserves the right to amend the Policy from time to time, effective upon posting of the revised Policy at the URL or other notice to Customer. Company reserves the right to suspend the Services or terminate this Agreement effective upon notice for a violation of the Policy. At Company's request, Customer agrees to defend, indemnify and hold harmless Company from any losses, damages, costs, liabilities or expenses resulting from any third party claim or allegation ("Claim") arising out of, or relating to, use of the Services, including any Claim which, if true, would constitute a violation of the Policy.

3. **Service Levels.** Except as otherwise provided in Section 4 below, Company will use commercially reasonable efforts to make the Services available in accordance with prevailing SaaS (Software as a Service) industry standards. Company will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents or errors in the Services (hereinafter "Defects") and restore the Services substantially in accordance with the Technical Standards. If the Services fail to substantially conform to the Technical Standards over a continuous period of three (03) days after written notice to Company of such nonconformity, Customer may terminate Services, provided that the Defect is not caused or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees or licensees, other than normal use of the Services in accordance with the Policy. In the event Customer terminates Services under this section, Company shall only refund payment for any full months remaining on a multi month agreement. This Section 3 sets forth Customer's sole remedies for any claim relating to the Services, including any failure to meet any guarantee set forth herein. Company's records and data shall be the basis for all service level calculations and determinations.

4. **Technical Support.** Company shall provide support to Customer only with respect to access and availability of the VoIP Software maintained by Company pursuant to this

Agreement ("Company Support"). Company Support shall be available via telephone and email 24 hours, Monday through Friday, excluding weekends and federal holidays for Canada. In addition to Company Support, Company shall provide Customer with consulting and technical services regarding installation, customization and setup of the VoIP Software on the server-side only ("Server Support"). Customer acknowledges and agrees that Company will provide all server-side installation, customization, setup and support, and that neither Customer nor any third party engaged by customer shall be permitted to provide such services.

5. Term and Termination. The initial term of this Agreement shall commence on the Effective Date and shall continue for an initial term of one month. Upon expiration of an Initial Term, this Agreement shall automatically renew for additional terms of one (1) month each (each a "Renewal Term"), at Company's option, unless Customer provides Company with written notice of its intent not to renew no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term. Payment for the Renewal Term shall be made by Customer prior to expiration of the current agreement. Company shall notify Customer in writing of any change in the fees for this agreement at least 30 days prior to expiration of the current agreement. Either party may terminate this Agreement for Cause. "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice. In addition, Company shall have the right to terminate this Agreement immediately, in the event that Customer ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors. In the event of termination of this Agreement other than by Customer for Cause prior to the expiration of the applicable Initial Term set forth above, Customer shall not be entitled to a refund of any portion of the services fee(s) paid to Company and shall be obligated to pay Company for the remainder of any service fees that otherwise would be due from Customer for the remainder of the Initial Term.

6. Payment. Customer agrees to the fees for the Services as set forth in Schedule - II. All payments for fees shall be made in U.S. Dollars. All fees for the Services shall be paid in advance upon execution of this Agreement. Any additional charges, including, but not limited to, any early cancellation charges and late fees, may be invoiced in arrears. Additional charges will also include any charges charged by intermediary or sending banks for incoming wire transfers if they are in excess of 2% of the total amount. All payments for fees other than monthly fees for Services are due within thirty (30) days of the invoice date. If Customer does not give Company written notice of a dispute with respect to Company charges or taxes within one (1) month of the date of an invoice, such invoice shall be deemed to be correct and binding on Customer. In the event Customer fails to pay an invoice within 07 days of invoice due date, Company may issue a notice of default, and may discontinue the Services and/or terminate this Agreement in the event Customer has not fully paid all invoices within seven (7) days of the default notice. Money Back Guarantee: The Company will refund to the Customer the initial amount received in full if the Customer requests for the money back within 30 days of the order date of the Service. The company will deduct full charges for an outgoing wire transfer

into Customer's bank from the actual amount received from the Customer after all deductions and bank charges.

7. Taxes. Customer shall be liable for, pay and, to the extent applicable, reimburse Company for all local, state, federal and foreign taxes or similar assessments or charges (including any interest and penalties imposed thereon), arising out of this Agreement or the sale or use of the Services hereunder but excluding taxes based on the net income or gross receipts of Company. Company will have the right, at any time during any term of this Agreement, to pass through and invoice to Customer any new or increased fees, assessments, taxes or other charges imposed on, or required to be collected by, Company or its subcontractors or agents by any governmental agency or its designee. In addition, Customer will pay and be solely responsible for all taxes, fees and charges levied directly upon it. If Customer provides Company with a duly authorized exemption certificate, Company will exempt Customer in accordance with the law, effective on the date Company receives the exemption certificate.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 ABOVE, COMPANY (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICES IT IS PROVIDING, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Company exercises no control over and accepts no responsibility for the content of the information passing through the Services. Company specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Use of any information obtained via the Services is at Customer's own risk.

9. Limitation of Damages. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE, OR LOST DATA), NOR SHALL COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE) EXCEED THE LESSER OF \$1,000 OR THE AMOUNTS PAID TO COMPANY FOR THE SERVICES GIVING RISE TO A CLAIM IN THE THREE MONTHS PRECEDING THE DATE OF SUCH CLAIM. Customer agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Services and that the fees payable under this Agreement have been calculated on the basis that Company shall exclude liability as provided in this Section.

10. Confidential Information. Commencing on the date Customer executes this Agreement and continuing for a period of five (5) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party without the disclosing party's written consent, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this Agreement, including, but not limited to, the pricing and terms of this

Agreement, and any information relating to the disclosing party's technology, business affairs, marketing or sales plans, and any non-public information regarding the performance of the Services (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement and shall only disclose Confidential Information to affiliates, employees, subcontractors or advisors under a similar obligation of confidentiality. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, however, the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimize such disclosure and shall notify the other party contemporaneously of such disclosure.

11. **Data Ownership; Loss.** All data created or transmitted by Customer and stored on Company servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Except as instructed by Customer directly or through instructions provided to the servers through Customer's use of the VoIP Software, Company shall treat Customer Data as Confidential Information. Upon termination or cancellation of this Agreement for any reason, Company shall return all Customer Data to Customer in the file format used by the VoIP Software. As a convenience for Customer, Company shall perform a regular backup of all Customer Data, but Company shall in no event be liable to Customer or any third party for loss, destruction or corruption of Customer Data. Customer agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with loss of Customer Data and that the fees payable under this Agreement have been calculated on the basis that Company shall exclude liability as provided in this Section.

12. **Security.** All access to the Services shall be controlled by user names and passwords issued by Company to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer, except where access is the result of unauthorized disclosure of user names and passwords by the negligent or willful act of Company. Upon request by Customer, Company will either (i) obtain (at Customer's sole cost and expense) and install a digital secured server certificate for Customer or (ii) install a digital secured server certificate provided by Customer.

13. **Payments and Termination.** All invoices must be paid on or before the due date. The Company reserves the right to suspend The Service within seven days of any over due invoice. At the end of 30 days of an over due invoice not paid the Company will permanently terminate the service and purge any Customer Data on its servers permanently. For all services including Basic Services and Optional Services as defined

in Schedule II, the Customer will arrange to keep its account strictly in credit with the Company.

14. Force Majeure. Company shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond Company's reasonable control.

15. Miscellaneous.. This Agreement shall be interpreted according to the laws of the Ontario, Canada without regard to, or application of, choice of law rules or principles. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Company may assign this Agreement or any of its rights hereunder to an affiliate or successor without Customer's written consent. This Agreement sets forth the entire and exclusive agreement between the parties, superseding all prior or contemporaneous representations, proposals, quotes, agreements or understandings concerning the subject matter addressed herein. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

Schedule I

The following software solutions will be made available to the customer as part of The Service

1. Billing engine AVB from <http://AdvancedVoIP.com>
2. Softswitch from <http://AdvancedIMS.com>
3. LCR from <http://AdvancedIMS.com>
4. IVR engine
5. SIP registrar from <http://AdvancedIMS.com>
6. SIP based RTP Media Proxy Server from <http://AdvancedIMS.com>
7. Web server for website (HTML files)

Schedule II

Basic Services

Service	Charges
Up to First one million VoIP minutes in a calendar month	US\$500 per month
Subsequent million minutes	US\$500

Subsequent million minutes will be billed on a prorated basis rounded to the nearest dollar.

The deposit for subsequent million minutes or for other optional services will lapse along with the expire of this Service contract for whatever reason.

Optional Services:

Please select the services of your choice

A – Z termination	Charges based on the A – Z rate sheet as posted from time to time.	<input type="checkbox"/>
DIDs and Local Access Numbers	As agreed on a case to case basis on the provisioning order	<input type="checkbox"/>
Website <ul style="list-style-type: none"> ▪ Basic Website ▪ Website with web call back integration. ▪ Website with online user signup & billing. 	As negotiated as part of the contract	<input type="checkbox"/>
PC to Phone Dialer	As negotiated as part of the contract	<input type="checkbox"/>
CallShop software	As negotiated as part of the contract	<input type="checkbox"/>



Ordering Party

By: _____

Name: _____

Title: _____

Date: _____

Address: