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Reciprocal Network Carrier Services Agreement

**by and between**

**Company who is creating the smart contract (CWCSC)**

**And**

**Partner Selected from Drop Down Menu**

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This Reciprocal Network Carrier Services Agreement ("Agreement") is dated Current Date, and is between **Company who is creating the smart contract** (“CWCSC”), a Country of Incorporation Incorporation type with its principal address located at address provided at registration, and Partner selected from drop down menu ("CUSTOMER"), a Country of incorp. company with its principal address located at Address provided at registration. CWCSC and CUSTOMER shall be referred to herein as the “Parties”.

**WHEREAS**, CWCSC is in the business of supplying wholesale international telecommunications services as described in the Schedule(s) to this Agreement (the "CWCSC Services") and CUSTOMER desires to utilize the CWCSC Services, and

**WHEREAS**, CUSTOMER is in the business of supplying wholesale international telecommunications services as described in the Schedule(s) to this Agreement (the "CUSTOMER Services"), and CWCSC desires to utilize the CUSTOMER Services,

**NOW, THEREFORE**, in consideration of the respective representations, warranties, covenants and agreements set forth in this Agreement, and subject to CWCSC and CUSTOMER having any necessary approvals, facilities, and agreements to provide the Services, CWCSC and CUSTOMER intend to be legally bound, and agree as follows:

**1. SERVICE COMMENCEMENT DATE.** The Parties agree to use best efforts to begin their respective Services within five (5) days after the signing of this Agreement, but in any event not later than current date (the "Start Date") subject to availability of facilities. Beginning on the Start Date, each Party will provide international telephone communication Services to the other Party on the terms and conditions set forth in the attached Schedule(s). The attached Schedule(s) is (are) part of this Agreement for all purposes. With respect to the Schedule(s), the Parties agree that the listed per-minute rate is limited to the Services listed there. If a conflict exists between the general terms of this Agreement and the specific terms of the Schedule(s), the specific terms of the Schedule(s) will prevail.

**2. PERIOD OF SERVICE.** The Parties' obligations start under this Agreement on the Start Date. They will continue (subject to the right to proper termination) for a period of twelve (12) months from the Start Date or the end of the "ramp period," if any, provided for in the attached Schedule(s), whichever is later. This Agreement will automatically renew itself annually after the expiration of the initial term. To cancel this Agreement at the end of the initial or any subsequent term, written notice of intent to cancel must be given at least thirty (30) days before the cancellation date. This Agreement will continue in full force and effect until canceled upon notice as required above.

**3. SECURITY AND CREDIT TERMS.** CWCSC and CUSTOMER shall agree to be bound by the following security and credit terms:

1. All the payments will be processed through TESS Escrow Service.
2. Initial minute token allocation to the contract will be: amount from the new smart contract
3. In case the allocation amount value is less than 1 minute token the service will be suspended automatically.

**4. BILLING AND PAYMENT.** Billing will occur every billing period from smart contract page (the “Billing Period”). Payment is due within four payment term mentioned on smart contract page days of the date of the invoice (“Due Date”), see amendment for exceptions. Each Party shall make available to the other its call detail records ("CDR") upon request, and shall provide the CDR for the billing period together with each periodic invoice. All payments must be made in U.S. dollars via wire funds transfer. Charges for time usage of Services for each Billing Period are calculated from Period mentioned in smart contract (for the time zone in which the switch or gateway is located) at the rates and billing increments specified in the Schedule(s). All chargeable calls for CWCSC Services and Customer Services shall begin when CWCSC and CUSTOMER, respectively, receives answer supervision.

Your billing time zone is **Time Zone mentioned in smart contract**

**5. BILLING ADJUSTMENTS.** Any request for a billing adjustment must be made in good faith and in writing within seven (7) days of receipt of the invoice in question. Any such request shall include detailed documentation to establish the basis for any adjustment. Documentation to be provided shall include, without limitation, the country, number of minutes and/or rate that is subject to dispute and may include CDR’s to be provided by the disputing Party in a form acceptable to the responding Party. Subject to each Party’s rights under Section 26, the responding Party will determine, in its sole discretion whether any adjustment shall be made and any such adjustments will be credited against the next periodic invoice. If the responding Party, in its sole discretion, denies the billing dispute, the disputing Party agrees to pay the disputed amount with the next scheduled remittance. A request for adjustment will not be cause for delay or reduction in payment of the undisputed balance due on any current periodic invoice. If a request for a billing adjustment or credit is not made in writing within this seven (7) day period, the charges are deemed valid and each Party waives its rights to any credits, offsets or adjustments with regard to them.

**6. TERMINATION.** Each Party shall have the right to limit, suspend or terminate Services or terminate this Agreement without notice, in the event that the other Party’s use is or is expected to, in its reasonable determination, materially adversely affect its facilities or service to its other customers, or if the other Party’s use of the Services is deemed to be, in its reasonable determination, for any unlawful, unauthorized or fraudulent purpose or in any unlawful manner. Notwithstanding the above, this Agreement may be terminated without liability to the terminating Party:

(a) at any time by mutual agreement of the Parties, or

(b) immediately upon the occurrence of any of the following events:

i. A breach of any provision of this Agreement by the other Party (other than the timely payment of amounts owed under this Agreement) that is not cured within thirty (30) business days after written notice of it;

ii. The bankruptcy, insolvency, reorganization, liquidation, dissolution of the other Party.

In the event of a material breach of this Agreement by a Party under this agreement, in addition to the right to terminate this Agreement without liability, the terminating Party may pursue other remedies as such may be available to it at law or in equity. In the event of any termination of this Agreement, each Party shall pay to the other Party, immediately upon receipt of invoice therefore, any amounts owed to it through the termination date. Each Party shall return to the other Party the unused portion of the Security, if any, subject to payment of the final invoice.

**7. QUALITY STANDARDS.** Service is provided in accordance with generally accepted industry standards. Either Party may suspend Services or terminate this Agreement upon five (5) days written notice if Services provided by the other Party do not conform to technical and quality standards generally acceptable in the telecommunications industry for digital voice, toll quality circuits. Neither Party is liable to the other Party for any loss or damages sustained by reason of any failure or interruption of the Service whether this loss or damage arises because of a breakdown of equipment or because of any other reason other than gross negligence or willful misconduct of such Party.

**8.** **NETWORK PROTECTION**. In the event the buying party’s service traffic volumes (or traffic distribution patterns to individual cities and countries) results in a lower than industry standard completion rate, severely abnormal or disproportionate distribution of traffic by city, or other similar abnormality which adversely affects the providing party’s network (including, but not limited to looping situations where buying party’s traffic is delivered by the providing party to another carrier for termination and ultimately returned to the providing party), the providing party reserves the right to block and refuse to accept such adverse traffic at any time, with prompt notice as soon as possible thereafter.

**9. RESPONSIBILITIES OF THE PARTIES.** Each Party is solely responsible for collecting its charges to its customers for services it offers them utilizing the other Party’s network and for preparing and mailing invoices to these customers. The Parties will indemnify each other from all costs, expenses, claims, or actions arising from allegedly fraudulent calls carried for each other through the Services. Each Party is responsible for payment of the total invoice amount from the other Party regardless of whether its customers pay for those calls or they are allegedly fraudulent calls. However, nothing contained in this Agreement prohibits either Party from immediately taking action to prevent fraudulent calls.

**10. FACILITIES.** The Parties each have sole responsibility for the installation, testing, operation of and costs associated with their respective facilities, services (including, but not limited to, interconnections) and equipment other than those specifically listed in the Schedule(s). Untimely installation or non-operation of a Party's facilities will not relieve such Party of its obligations under this Agreement, including any payment owed to the other Party.

**11. TAXES.** At the time this Agreement is signed, each Party will provide the other Party with a signed Certificate of Exemption for all foreign, federal, state, county and local taxes and fees, if any. Each Party is responsible for the collection and payment of all of its own applicable taxes and fees to the relevant governmental authorities. The Parties acknowledge and understand that they each compute all charges herein exclusive of any applicable federal, state or local use, excise, gross receipts, sales and privilege taxes, duties, fees or similar liabilities (“Additional Charges”). Unless each Party provides the other Party with a properly executed Certificate of Exemption for all foreign, federal, state, country, and local taxes and fees (if any), it shall pay such Additional Charges in addition to all other charges provided for herein.

**12. WAIVER OF LIABILITY.** **NEITHER PARTY IS LIABLE TO THE OTHER PARTY OR ANY OF ITS CUSTOMERS OR ANY OTHER PERSON, FIRM OR ENTITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF FORESEEABLE, ARISING OUT OF ANY MISTAKE, ACCIDENT, ERROR, OMISSION, INTERRUPTION, OR DEFECT IN TRANSMISSION, OR DELAY ARISING OUT OF OR RELATING TO THE SERVICES OR THE OBLIGATIONS OF EACH PARTY PURSUANT TO THIS AGREEMENT AND ANY EXHIBITS OR SCHEDULES TO IT INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO PROVIDE TIMELY, ACCURATELY PROVISION, OR INSTALL ANY PORTION OF THE SERVICES, OR CONDITIONS WHICH MAY RESULT FROM ACTIONS OF REGULATORY OR JUDICIAL AUTHORITIES.**

**13. NO WARRANTIES. NEITHER PARTY MAKES ANY WARRANTY WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE IN CONNECTION WITH ITS NETWORK OR OF THE SERVICE OR LOCAL ACCESS OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY EITHER PARTY ARE BY THIS AGREEMENT EXCLUDED AND DISCLAIMED. EACH PARTY'S SOLE AND EXCLUSIVE REMEDY IS ITS OBLIGATION TO GIVE A CREDIT OR REFUND, AT ITS SOLE DISCRETION, BASED ON THE ORIGINAL CHARGE FOR THE SERVICES.**

**14. REGULATIONS.** This Agreement is made expressly subject to all present and future valid orders and regulations of any regulatory body having jurisdiction of the subject matter of this Agreement and to the laws of the United States of America, any of its states, or any foreign governmental agency having jurisdiction. If any terms of this Agreement are found in conflict with any law, this Agreement is deemed modified to the extent necessary to make it comply with the law in such a way as is consistent with the intent and purpose of this Agreement.

**15. NO AGENCY.** Neither Party is authorized to act as an agent for, nor legal representative of, the other Party. Neither Party has the authority to assume nor create any obligation on behalf of or binding on the other Party.

**16. FORCE MAJEURE.** 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, 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 Schedule(s) 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.

**17. NO WAIVER.** The failure of either Party to enforce or insist upon compliance with any of the terms of this Agreement or the wavier of any terms in this Agreement, does not constitute a general waiver or relinquishment of any other terms of this Agreement.

**18. BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the Parties to this Agreement and their respective successors and assigns. Neither Party will voluntarily nor by operation of law, assign, transfer, license or otherwise transfer all or any part of its rights, duties or other interests in this Agreement or the proceeds from this Agreement ("Assignment") without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed. Any attempt to make an Assignment in violation of this provision is null and void. Each Party shall provide written notice to the other party of any material change in its ownership (which is defined as a change in ownership affecting majority voting control of at least 51%). Either Party's failure to comply with the Assignment provisions, as contained in this paragraph, will give the other Party, at its sole discretion, the option to either accept the breaching Party's assignee or terminate this Agreement. No Assignment will release either Party of its obligations under this Agreement.

**19. AMENDMENT.** This Agreement and/or the Schedule(s) may not be amended except by an instrument in writing, signed by both Parties. No modification or amendments to this Agreement and/or the Schedule(s) is caused by the acknowledgment or acceptance by either Party of any purchase order, sales acknowledgment or other similar form from the other Party. **Either Party reserves the right to change and/or amend the rates set forth in the Schedule(s) on five (5) days written notice in the event of an increase in rates, or immediately in the event of a decrease in rates, to be sent via FAX or electronic mail only, to the other Party. The other Party may elect to suspend, reduce or terminate Service if such change in rates constitutes an increase in rates over the amount listed in the Schedule(s).**

**20. ENTIRE AGREEMENT.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties and covenants and all inducements to the making of this Agreement relied on by either Party to this Agreement, whether written or oral, and embodies the Parties' complete and entire agreement with respect to the subject matter of this Agreement. No statement or agreement, oral or written, made before the signing of this Agreement will vary or modify the written terms of this Agreement.

**21. SEVERABILITY.** 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.

**22. CONFIDENTIALITY.** Each Party will keep the terms of this Agreement, the Schedule(s) and communications concerning this Agreement, including invoices, confidential. The Parties agree not to disclose, and to assure that their employees and agents will not disclose, any confidential information to any competitor or any other systems operator, or person, or use this information in connection with any obligations which are now owed, or in the future may be owed, by either Party to any other person or entity for the term of this Agreement. Confidential information will include, but will not be limited to, any and all long distance rates and/or quotes, whether written or oral. The Parties will mark documents "Confidential" whenever possible. When this Agreement terminates, the Parties agree to return to one another any and all materials and confidential information belonging to the other Party. Injunctive relief for violation of this confidentiality provision is available without a showing of irreparable harm or injury and without the necessity to post any bond whatsoever.

**23. REPRESENTATION OF AUTHORITY.** Each Party represents and warrants to the other that the signing and delivery of this Agreement and the performance of the Party's obligations under this Agreement have been duly authorized and that the Agreement is a valid and legal agreement that is binding on the Parties and enforceable in accordance with its terms.

**24. FURTHER ASSURANCES.** The Parties will, at their own costs and expense, execute and deliver any other documents and instruments and will take any other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

**25. GOVERNING LAW.** This Agreement is in all respects governed by the laws of the State of New York, 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 New York.

**26. ADJUSTMENT AND ADJUDICATION OF DISPUTES.** If any controversy regarding this Agreement between CWCSC and CUSTOMER arises that cannot be agreed on, the Parties to this Agreement agree to a venue of the City of New York, Borough of Manhattan, NY, USA. Attorneys and paralegal fees, expert fees and costs shall be paid to the prevailing Party.

**27. COUNTERPARTS.** This Agreement may be signed in several counterparts, each of which constitutes an original, but all of which will constitute one instrument.

**28. NOTICES.** Unless otherwise specifically proved herein, any notice required by this Agreement is effective and deemed delivered three (3) business days after posting with the United States Postal Service when mailed by certified mail, return receipt requested, properly addressed and with the correct postage or one (1) business day after pick up by the courier service when sent by overnight courier, properly addressed and immediately when sent via facsimile or electronic mail. Notices will be sent to the addresses set forth below, unless either Party notifies the other of an address/number change in writing:

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| CWCSC, LLC  Address: .  City/State/Zip:  Attention:  Voice:  Fax:  E-Mail | Company:  Address: .  City/State/Zip:  Attention:  Voice:  Fax:  E-Mail: |
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IN WITNESS TO THIS AGREEMENT, the Parties have signed it as of the day and year first written above.

**CWCSC, LLC (“CWCSC”)**

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(Authorized signature)

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(Print name and title)

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(Date)

**Partner selected from dropdown menu (“CUSTOMER”):**

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(Authorized signature)

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(Print name and title)

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(Date)