

This Master Services Agreement ("MSA") is made this 9th day of June, 2023, ("by and between USA Digital Communications, Inc., a Nevada corporation, located at 11600 Broadway Extension, Suite 150 Oklahoma City, OK 73114, ("USAD" or "Provider"), and ("Customer"), JAS Worldwide located at 6195 Barfield Rd. Atlanta, Ga. 30328

For the purposes of communicating and fulfillment, USAD will interface with the following listing of representatives of the Customer, which listing the Customer agrees to maintain:

Customer Contact Information				
Contact	Name	Phone	Email	
Main Contact	Jennifer Hayes	8606072500	jennifer@tcainc.biz	
Technical				
Billing				
Equipment				
Network Alerts				
Rate Change/Other	Jennifer Hayes	8606072500	jennifer@tcainc.biz	

- 1. Agreement. This agreement between the parties (Agreement) consists of this Master Services Agreement (MSA), any schedules describing offered Services (Service Agreements), any orders for services submitted by Customer and accepted by USAD (Service Orders), the Schedule of Ancillary Services found at Ancillary Services and any other documents incorporated by reference herein. If there is conflict between the MSA, Service Agreement or a Service Order, the document that shall control will be in the following order: 1) Service Order, 2) Service Agreement 3) MSA.
- 2. Services. Services offered by USAD to Customer for purchase are described in the Service Agreement and/or Service Orders executed by both parties (the "Services"). The Services may consist of services provided directly by USAD and also of services procured by USAD from third party suppliers.

3. Term.

- 3.1 Master Service Agreement. This MSA shall become effective on the date a Service Order is fully executed by both USAD and Customer and shall continue in full force and effect until the last Service Order's term expires or all Service Orders are cancelled by either party.
- 3.2 Service Agreement and Service Order Term. Each Service Agreement or Service Order placed under this MSA shall have its own term (Services Term). At the end of the Services Term for any Service, such Service shall automatically continue month-to-month ("Extension Period"), unless either Party gives written notice to the other that the Service(s) shall be disconnected, such notice to be delivered at least sixty (60) calendar days before the end of the Services Term, or if during an Extension Period, at least thirty (30) calendar days before the end of the Extension Period.
- 4. Charges and Payment Obligation. The rates and charges for Services, including installation charges, per-minute-of-use charges, one-time non-recurring charges (NRC) or monthly-recurring charges (MRC) (collectively; "Charges") will be set forth in Services Agreements, Service Orders or exhibits made part thereof and entered into by the Parties. Installation and set-up charges (NRC), if applicable, are due and payable upon completion and timely acceptance by Customer. Expedited Installation services can be requested and will incur an additional charge. Expediting requests are not a guarantee that service delivery will occur inside the normal delivery window specified by Provisioning Intervals. On the first billing, USAD will charge a prorated amount for all the MRCs from the date of activation to the end of the month in addition to charging a total amount for all MRCs one month in advance. If Customer cancels any Service Order or this Agreement after the Service has been ordered but prior to USAD notifying Customer that Service is available, Customer shall pay to USAD all third-party supplier costs including but not limited to pre-engineering costs, installation costs and cancellation fees that are charged to USAD due to Customer's cancellation.
- 5. Payment. Invoices will be due on the date specified on the invoice ("Due Date"). USAD will notify Customer via email that the prepared invoice is available and Customer may log on the USAD's Billing portal at https://usad-ebill.com to view and download the invoice. It is understood that USAD or its representative and affiliates may impose a finance charge on delinquent amounts as follows: an amount equal to the lesser of the maximum lawful rate of interest, or one and one-half percent (1 ½%) per month: such amount will accrue on any unpaid or undisputed amount that is past due. An invoice is past due if any undisputed amount is not paid on the due date. Except for amounts properly disputed by Customer, if payment in full is not received from Customer on or before the Due Date, USAD shall have the right, after three (3) business days' notice, to do any or all of the following: (i) suspend or terminate Service to Customer, (ii) suspend or terminate any or all Service Orders including any pending Service Orders or (iii) terminate this Agreement.

If USAD initiates legal proceedings to collect any amount due or for recovery of any USAD equipment and USAD substantially prevails in such proceedings, and if USAD has included a claim for attorneys' fees and costs in the initial legal proceeding(s) and such fees and costs are awarded, then Customer shall pay the reasonable attorneys' fees and costs incurred by USAD in prosecuting such proceedings and any appeals therefrom.

- 6. Forms of Payment. Acceptable forms of payment are: company checks, cashier's checks and certified checks, money orders, personal checks (for non-business accounts), wire transfers and ACH credits, except where other payment form restrictions are specifically noted in a separate Services Agreement Addendum. Checks must be written and payable in U.S. dollar values. Checks drawn on foreign banks and third-party checks are not accepted unless advance arrangements have been made. Payment by cash is not acceptable. USAD may accept, in its sole discretion, payment by credit card. USAD may impose a surcharge or convenience fee upon the Customer making a payment by credit card to wholly offset the amount of any discount or administrative fees charged to USAD. When a Customer elects to make payment to USAD by credit card and a surcharge or convenience fee is imposed, the payment of the surcharge or convenience fee shall be deemed voluntary by the Customer and shall not be refundable.
- 7. **Billing Disputes.** Customer shall submit all disputes to USAD within thirty (30) days of the date of the invoice in question. If Customer does not submit its dispute before the end of the thirty (30) day period, then Customer waives the right to dispute the charges. Customer will submit all disputes via a written statement containing reasonably sufficient detail together with supporting documentation. Customer may withhold payment for only the disputed amounts. Both parties shall use good faith efforts to resolve the dispute within forty-five (45) days from the Due Date of the invoice in question. At the end of the forty-five (45) day period, or after USAD makes a decision on the dispute, whichever comes first, either party may file to immediately commence arbitration in accordance with Section 25 of this Agreement. Once USAD makes a decision on the dispute the disputed amount shall be due or credited on the next invoice.
- 8. Right to Assurance. If a Customer suffers a material adverse change in its financial condition, USAD may: (a) request adequate assurance of Customer's performance in the form of a cash deposit, and/or (b) decline to accept a Service Order, and/or (c) require changes to the previously agreed payment terms. Failure of Customer to provide a deposit or other form of security requested by USAD within three (3) business days of USAD's request shall be a material breach of Customer's obligations under this Agreement and shall entitle USAD to all remedies USAD would have for nonpayment of an undisputed amount due.
- 9. Taxes, Fees and Assessments. Except to the extent Customer provides a valid exemption certificate in a form acceptable to USAD prior to the delivery of Services, Customer shall be responsible for payment of any and all applicable local, state and federal taxes or fees and any surcharges and assessments required or permitted by applicable law. USAD further reserves the right at any time during the Service Term to pass through and invoice to Customer any existing, new or increased fees, any applicable ancillary fees, any assessments, taxes, regulatory fees (specifically including, but not limited to, federal or state Universal Service Fund obligations), or other charges imposed on, required, or allowed to be collected by USAD by any governmental agency or third party provider that affect USAD's costs in providing Services to Customer.
- 10. Exemption Certificates. Accepted exemption certificates, including but not limited to tax exemption or 499a filing status certificates, shall be effective upon receipt. USAD reserves the right to require the submission of updated certificates for such exemption to remain effective. If USAD does not collect any tax, assessment or surcharge because Customer has provided USAD with an exemption certificate with inaccurate or incomplete information or that is later found to be inadequate by an applicable authority, then, notwithstanding USAD's prior acceptance of the certificate, Customer shall be liable for such uncollected amount, any interest assessed thereon, any penalty assessed with respect to such uncollected amount by the applicable authority, plus USAD's reasonable expenses and attorneys' fees that result from such proceedings. Exemption will only apply to taxes, fees, assessments and surcharges incurred after the date USAD receives the proper exemption documentation (Customer cannot receive credit for any taxes, fees, assessments or surcharges already billed).
- 11. Equipment. USAD may, in connection with providing Services to Customer, locate equipment in Customer's premises. All such equipment shall be listed in the applicable Service Order, which may be amended from time to time if USAD changes the equipment configuration. Customer acknowledges and agrees that all right, title and interest in such equipment shall at all times be vested, and remain, in USAD. Customer shall assume liability for loss, damage or theft of such equipment while in their care, custody and control. Customer shall return all such equipment in the same condition as received (reasonable wear and tear excluded) to USAD upon the expiration or termination of the applicable Service Order. If for any reason Customer fails to promptly return such equipment to USAD, Customer acknowledges and agrees USAD shall have the right to enter Customer's premises to remove such USAD equipment.
- 12. Third-Party Service Charges. Customer acknowledges and agrees that Customer is solely responsible for the payment of all charges and expenses associated with any third party-provided services used by Customer in connection with USAD's Services (including, but not limited to, payphone dial-around compensation surcharges, Local Access charges, PICC charges, End-User Common Line Charges), plus any reasonable administrative charge USAD may establish for its customers for administering these pass-through charges). This obligation includes, without limitation, any costs or charges incurred by USAD upon any termination or cancellation of any such third-party services.

- 13. Default. In the event of a breach of any material term or condition of the Agreement (except for payment breach) by a Party, the other Party may terminate the Agreement upon thirty (30) days written notice, unless the breaching Party cures the breach during the thirty (30) day period. If a breach cannot be reasonably cured within a thirty (30) day period, such cure period shall be extended as may be reasonably required to cure such default. If Customer fails to pay any amounts due hereunder by the Due Date or fails to provide any security or additional security within the period required under the MSA and such failure remains uncured for ten (10) days after Customer's receipt of notice thereof from USAD, USAD may immediately suspend or terminate the MSA and any Services Agreements or Service Orders executed thereunder.
- 14. Early Termination Charges. If (i) Customer terminates any Service provided by USAD under the MSA and the applicable Services Agreements and Service Orders for convenience prior to the expiration of the applicable term set forth in such Services Agreements and Service Orders, or (ii) USAD terminates this MSA and/or any Services Agreements and Service Orders for Customer's uncured breach, then, in addition to any other rights or remedies that may be available to USAD at law or in equity, Customer shall pay to USAD an amount equal to the sum of (i) all billed and unbilled charges which Customer has not paid at the time of termination; (ii) the monthly recurring charge for each active Service Order at the time of termination multiplied by the number of months remaining in the applicable Service Order Term, (iii) any revenue shortfall charge (as specified in any Service Agreement or Service Order) equal to the Monthly Usage Commitment contained in any Service Agreement or Service Order multiplied by the number of months remaining in the initial or subsequent term on the date of such termination, and (iv) all charges incurred by USAD to its suppliers and other third parties for the provision or disconnection of Service to Customer. Customer agrees that the actual damages in the event of a termination would be difficult or impossible to ascertain, and that the charges described in this Section are intended to establish liquidated damages only and are not intended as penalties.
- 15. Abuse of Service. USAD's Services may be used only for lawful purposes and may not be used in violation of any operating rule, policy, or guideline set by USAD. USAD will cooperate with law enforcement if criminal activity is suspected. USAD may immediately suspend or terminate a Service if such Service is used by Customer or any of its End Users in a manner that (i) restricts or inhibits any person, whether a user of USAD or otherwise, in its use or enjoyment of USAD's Service or any other systems, services or products; (ii) manipulation of any dialing record, SIP string or Call Detail Record in a pre-meditated attempt to alter the rate plan, routing or jurisdiction; (iii) violates any local, state, federal or international law or regulation or guidelines; (iv) is in violation of the USAD Acceptable Use Policy (AUP) that can be found at Acceptable Use Policy.
- 16. Warranties. Except as may be provided for in the applicable Attachments, SERVICES PROVIDED UNDER THE MSA OR ANY SERVICES AGREEMENT OR SERVICE ORDERS ARE PROVIDED WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, COMPLETENESS, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. USAD HEREBY SPECIFICALLY DISCLAIMS ANY LIABILITY TO CUSTOMER FOR INTERRUPTIONS AFFECTING THE SERVICES FURNISHED UNDER THE MSA OR SERVICES AGREEMENT THAT ARE ATTRIBUTABLE TO CUSTOMER'S INTERCONNECTION FACILITIES OR TO CUSTOMER'S EQUIPMENT FAILURES, OR TO CUSTOMER'S BREACH OF THE AGREEMENT.
- 17. Limitation of Liability. IN NO EVENT WILL USAD OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR: (i) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE MSA OR SERVICES AGREEMENT, OR FOR ANY OTHER REASON, EVEN IF CUSTOMER ADVISES USAD OF THE POSSIBILTY OF THIS LOSS OR DAMAGE; OR (ii) FOR ANY OUTAGE OR INCORRECT OR DEFECTIVE TRANSMISSIONS, OR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF. CUSTOMER AGREES THAT ITS' SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THE WARRANTIES DESCRIBED IN THIS SECTION SHALL BE LIMITED TO THE SERVICE CREDITS DESCRIBED IN THE APPLICABLE SERVICES AGREEMENTS OR TERMINATION OF THE RELEVANT SERVICE.
- 18. Liability for Fraudulent Charges. CUSTOMER IS LIABLE FOR ALL CHARGES INCURRED FOR THE USE OF ANY SERVICE UTILIZING CUSTOMER'S EQUIPMENT, WHETHER AUTHORIZED OR UNAUTHORIZED. CUSTOMER SHALL NOT HOLD USAD LIABLE FOR ANY FRAUDULENT CHARGES OR USAGE WHICH MAY OCCUR ON ANY OF CUSTOMER'S SERVICES, INCLUDING ANY FRAUD RELATED TO UNAUTHORIZED ACCESS OF CUSTOMER'S TELECOMMUNICATIONS EQUIPMENT. USAD OR ITS UNDERLYING CARRIERS, WITHOUT INCURRING ANY LIABILITY, RESERVE THE RIGHT TO DISCONTINUE FURNISHING SERVICES AND/OR BLOCK THE CUSTOMER'S ACCESS TO THE UNDERLYING CARRIER NETWORK IMMEDIATELY AND WITHOUT NOTICE IF THE COMPANY DEEMS THAT SUCH ACTION IS NECESSARY TO PREVENT OR TO PROTECT AGAINST FRAUD. REGARDLESS OF WHETHER OR NOT USAD DISCONTINUES OR BLOCKS SERVICE, CUSTOMER SHALL STILL BE FULLY LIABLE FOR ALL INCURRED FRAUDULENT CHARGES OR USAGE.

- 19. **Definitions.** Capitalized terms not elsewhere defined in this MSA, other Services Agreements, Service Order Forms or other exhibits will have industry standard meanings or can be found at <u>Definitions</u>
- 20. Force Majeure. Neither party shall be liable under the MSA or Services Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, flood, water, weather elements, acts of God, third Party labor disputes, utility curtailments, cable cuts, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third Parties. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. In the event USAD is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay USAD for the affected Service for so long as USAD is unable to deliver.

21. Indemnification

- 21.1. Both Parties Indemnification. Each Party shall defend and indemnify the other and their respective officers, directors, employees, suppliers, licensors, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgement or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of or relating to claims, complaint, action, proceeding or suit of a third party (including and investigation by a governmental agency or authority), that arise or relate in whole or part to the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, contractors, licensors or suppliers.
- 21.2. Customer Indemnification. Customer shall defend and indemnify USAD and their respective officers, directors, employees, suppliers, licensors, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgement or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of or relating to claims, complaint, action, proceeding or suit of a third party (including any investigation by a governmental agency or authority), that arise or relate in whole or part to (i) Customer's breach of this Agreement, (ii) Customer's employees', agents', contractors', licensors', end users' or suppliers' unauthorized, illegal or fraudulent use of the Services (e.g., slamming),or use of the Services in breach of the AUP, (iii) alleged or actual violation by Customer of the Truth in Call ID Act.
- 21.3. Procedure for Indemnification. The indemnified party promptly shall notify the indemnifying party of any claims that are subject to indemnification. The indemnified party shall have the right, at its own expense, to participate either directly or through counsel in any litigation or settlement negotiations. The indemnified party shall provide reasonable assistance and cooperation in such defense at the indemnifying party's expense. The indemnifying party shall not agree to any settlement without the written consent of the indemnified party and such consent shall not be unreasonably withheld. The indemnification provided herein shall survive the termination of this Agreement.
- 22. Relationship of the Parties. Nothing in the MSA, or in the course of dealing between the Parties pursuant to the MSA, shall be deemed to create between the Parties (including their respective affiliates, directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship, other than that of independent contractors with respect to each other. Neither Party shall have the authority to commit or legally bind the other Party in any manner whatsoever, including, but not limited to, the acceptance or making of any agreement, representation or warranty.
- 23. Confidentiality. The Parties understand and agree that the terms and conditions of this MSA, all documents referenced herein, communications between the Parties regarding this MSA or the Services to be provided hereunder, as well as any financial or business information of either Party, are confidential ("Confidential Information"). Such Confidential Information shall not be disclosed by either Party to any individual other than the directors, officers and employees of such Party or agents of such Party who have specifically agreed to non-disclosure of the terms and conditions hereof. However, neither Party shall be required to keep confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed pursuant to a governmental or judicial rule, order or regulation; (iii) the disclosing Party independently develops; (iv) becomes available to the disclosing Party without restriction from a third party; or (v) is required by its lender and is given to such lender on a confidential basis. Neither party, nor their respective affiliates (including any members, shareholders, directors or officers of either of them), shall, without the written consent of the other Party, make any announcement or other disclosure relating to the transactions contemplated herein, except to their professional advisors, unless otherwise required by law. Each Party shall disclose the proposals herein to such professional advisors and to their respective employees on a need-to-know basis only, and shall instruct such persons to maintain confidentiality.
- 24. Publicity. No public statements or announcements relating to the Agreement shall be issued by either Party without the prior consent of the other Party.

25. Notices. Written notices to Customer shall be considered given and received by Customer on the third day after the date deposited in the U.S. Mail addressed to the address of record in USAD's billing records, or immediately upon delivery using electronic means such as e-mail or fax. Written notice to USAD shall be considered given when received in writing at USAD's corporate offices listed below.

Customer Name: JAS Worldwide

Address: 6195 Barfield Rd

City, State, Zip: Atlanta, GA. 30328

Attn:

Fax/Email:

USA Digital Communications, Inc.

11600 Broadway Extension, Suite 150 Oklahoma City, OK 73114

Attn: Legal

Fax: (888) 254-5096

- 26. Assignment. Customer may not assign or transfer its rights or obligations under the Agreement without USAD's prior written consent which will not be unreasonably withheld. USAD may assign the MSA and Services Agreements without Customer's consent. Any assignment or transfer without the required consent is void. The MSA and Services Agreement will inure to the benefit of and be binding upon Customer's permitted successors and assigns.
- 27. **Arbitration.** Except for an action seeking a temporary restraining order or an injunction relating to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. At the written request of either Party, each Party will appoint a knowledgeable representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The representatives shall have the discretion to determine the location, format, frequency and duration of their negotiations, and to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. All discussions and correspondence among the representatives shall be treated as confidential information developed for the purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the agreement of the Parties. If the negotiations do not resolve the dispute within forty-five (45) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator experienced in the matters at issue and selected by the Parties in accordance with the rules of the American Arbitration Association ("AAA"). The parties acknowledge that this Agreement is made pursuant to a transaction in interstate commerce, and that any arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1, et seq. Any court with jurisdiction may enter judgement upon the award rendered by the arbitrator. The arbitration will be held in Oklahoma City, Oklahoma. The Parties agree that the arbitration shall proceed *ex-parte* in the event that a Party, after being duly notified refuses to participate in the arbitration. The prevailing party shall be entitled to reasonable costs and attorney's f
- 28. Waiver and Amendment. The failure of either party to enforce any provision hereof on one or more occasions shall not constitute the permanent waiver of such provision. Any addition, deletion or modification to this Agreement shall not be binding on either party except by written amendment executed by both parties.
- 29. Severability. Any provision of the Agreement that is deemed invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Agreement, and the remaining provisions the Agreement shall remain in full force and effect to the greatest extent permitted by law
- 30. Survival of Provisions. No termination of this MSA shall affect the rights or obligations of either party with respect to payment or with respect to other provisions of this MSA that, by their sense and context, are intended to survive termination of this MSA, including without limitation, indemnification, limitation of liability, confidentiality, governing law and forum selection.
- 31. Counterparts. This MSA may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.
- 32. Governing law. This MSA and any amendments, attachments, Services Agreements or Service Orders shall be governed by and construed in accordance with the laws of the State of Oklahoma. Customer hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of Oklahoma, County of Oklahoma, in any suit, action or proceeding arising out of or relating to this MSA. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

33.	Integration. The MSA, and all Attachments hereto, including Services Agreements and Service Orders, and all exhibits, schedules or addenda
	incorporated into the MSA, represent the entire agreement between the Parties with respect to the Services and the MSA and supersede and
	merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of
	the MSA relied upon by either Party, whether written or oral.

In witness whereof, USAD and Customer have read, understand and agree to all of the foregoing terms and conditions of this MSA and do hereby execute by their signature below.

Customer
Améra Sauent
Signature
Printed Name
EUP OF IT
Title
49123
Date
Provider
USA Digital Communications, Inc.
C: .
Signature
Printed Name
Title
Date