

Buyer's 7 net 3 Telecommunications Service Agreement

This Agreement is made and entered into this ____day of ____, 2012, between BARR TELL USA, INC.("BARR TELL") a Corporation, existing under the Laws of New York, having its principal office located at 218 East Park Ave., Suite 522, Long Beach, NY 11561 and _____ ("Company"), a company incorporated and existing under the Laws of _____, with its principal offices located at _____ (collectively the "Parties" and individually a "Party").

WHEREAS, BARR TELL and Company are providers of international telecommunications Products and Services; and

WHEREAS, COMPANY desires to procure certain telecommunications Products and Services provided by BARR TELL and BARR TELL desires to provide and be the Vendor of these certain telecommunications Products and Services.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS:

"Effective Date" shall mean the date of execution of this Agreement.

"Service" or "Services" shall mean those telecommunication Services described hereto and in the any Attachments, Amendments, Exhibits and/or Annex(es) that are relevant and incorporated herein by reference.

"Service Date" shall mean the date of completion of provisioning and testing of Service(s), and each Party shall notify the other Party of the respective Service Date of Services it is providing hereunder.

"Customer" shall mean the Party purchasing Service(s).

"Provider" shall mean the Party of the Agreement who is providing the Service/termination to the Customer.

1. SERVICE

The Parties, directly or through their affiliates or underlying carriers, shall provide, procure, and utilize the Services per the terms and conditions of this Agreement.

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2. TERM

This Agreement shall commence on the Effective Date and shall continue to be in force unless and until terminated in accordance with the terms hereof. The Parties may terminate this Agreement, and/or terminate or suspend any Service provided to Customer under it, at any time without liability upon thirty (30) days prior written notice. The Parties may terminate this Agreement without liability on five (5) days prior written notice to Customer for any breach of this Agreement including, but not limited to, a failure by Customer to pay in a timely manner any charges for Services rendered. In addition, either Party may terminate this Agreement immediately without notice or liability in the event that either Party deems such actions necessary due to Customer's use of the Services for unlawful purposes or in an unlawful manner, or in order to protect or preserve either Party's network. In the event of any termination of this Agreement each Party shall pay the other Party for all Service rendered through and including the date of termination.

3. CONNECTIONS

Where applicable, each Party shall be responsible to connect to the other Party's network at one of the other Party's network interconnection locations, and the Parties shall be responsible to procure, at their own expense, the necessary facilities or equipment required to interconnect to such locations. The Parties shall endeavor to provide the Services on the Service Date and they shall be solely responsible to coordinate the provisioning of their respective matching facilities and/or equipment (where applicable) by the Service Date. The Parties shall coordinate the management of their respective network facilities. The Parties also shall interface on a 24 hours/7 days a week basis to assist each other with the isolation and repair of any facility faults in their respective networks.

4. RATES

a) During the term of this Agreement, BARR TELL shall charge for the telecommunication Services, and the "Company" shall pay for such telecommunication Services, the amount determined by using the rates set forth in *Annex A*.

b) BARR TELL shall have the right to modify the rates and conditions set forth in Annex "A" at any time, but shall give the other Party at least five (5) days prior written notice.

5. PAYMENT TERMS

The Parties hereby acknowledge that charges for the Services shall be billed on a Seven net three day terms and or as agreed terms basis and shall be payable, in US dollars (30) days from the receipt of the invoice. Late payments shall be assessed a late charge of 1.5% per month or the maximum amount permitted by law, whichever is less.

For Services provided by SONAR; Company can wire transfer payments to:

BARR TELL USA INC
Account: # 447702411
CHASE Bank
225 Havemeyer St
Brooklyn, NY 11211
Tel: 718-782-2304

:

6. TAXES

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The Parties acknowledge and understand that all charges stated in the attached Annexes are computed exclusive of any applicable use, excise, gross receipts, sales and privilege taxes, duties, fees, or other taxes or similar liabilities (other than general income or property taxes). Such Additional Charges shall be paid by the Customer in addition to all other charges provided herein. If the Customer has an exemption to any applicable taxes and/or surcharges they must provided to BARR TELL in writing prior to the commencement of service.

7. DISPUTES

Should either Party dispute any of the charges on the invoice, it shall notify the other Party of the disputed charges not later than seven (14) days from the date of invoice. Said dispute shall set forth in writing all details concerning the disputed charges. In the event of a dispute; the entire invoice shall be paid in accordance with the payment terms set forth herein. Disputes shall be reviewed and resolved within fifteen (15) days of receipt of written dispute. However, the Provider shall have no obligation to review disputed charges until the disputed invoice is paid in full. In the event such dispute is resolved in favor of Customer, Provider shall provide Customer with a credit against future billing in the amount of the disputed billing. In the event that Customer fails to pay an invoice in full because of a billing dispute, Provider shall have the right, after giving Customer five (5) days prior written notice, to suspend all or any portion of the Services until such time as the dispute is resolved or to require Customer to provide additional security deposit.

8. WARRANTY

The Parties shall use reasonable efforts under the circumstances to maintain overall network quality. The quality of Service provided hereunder shall be consistent with other common carrier industry standards, government regulations and sound business practices.

THE PARTIES MAKE NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. FRAUDULENT CALLS

a) The Provider shall not be responsible or liable for any interruption, diminution, or failure of service, in whole or in part, and in no event shall the Provider be responsible or liable for any incidental or consequential damages incurred by Customer or any user of Customer's service.

b) Customer shall indemnify and hold the Provider harmless from and against all costs, expenses, losses, damages, claims and actions of any kind arising from or related to fraudulent calls of any nature which may comprise a portion of the Service to the extent that the Party claiming the call(s) in question to be fraudulent is (or was at the time of the call) a Customer or end-user of the Service. Customer shall not be excused from paying the Provider for Service provided to Customer, or any portion thereof, on the basis that fraudulent calls comprised a corresponding portion of the Service.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATION HEREUNDER.

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11. FORCE MAJURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement, other than any payment obligation shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, and act or omission of Government, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of Government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving the Party's employees), fire, lighting, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom the Party is not responsible or any other cause whether similar or dissimilar outside such Party's control.

12. PROPRIETARY INFORMATION AND CONFIDENTIALITY

Shall commence on the Effective Date and shall terminate either: 1) two years immediately following the termination of this Agreement, or 2) two years after the termination or expiration of any other Agreement between the Parties, whichever occurs later. Notwithstanding such expiration or termination, confidentiality pursuant to this Agreement shall survive with respect to any Proprietary Information received prior to such expiration or termination for as long as the Proprietary Information remains confidential.

13. SEVERABILITY

If any provision, subsection or sentence contained in this Agreement is found to be unenforceable in any respect, such unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such enforceable provision had never been contained herein.

14. NO AGENCY

Neither Party is authorized to act as an agent for, or legal representative of, the other Party and neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party. Customer shall not represent or intimate that Provider is responsible for the type or quality of Customer's services to a third party customer.

15. SUSPENSION OF SERVICES

In the event payment in full is not received from either Party when due, the other Party shall have the right, after giving the defaulting Party one (1) day prior written notice, to suspend all or any portion of the Service to the defaulting Party until such time as such Party has paid in full all charges then due, including any late fees.

16. BINDING AGREEMENT

This Agreement and the Parties' described obligations shall be binding on the representatives, assigns and successors of the Parties and shall inure to the benefit of the assigns and the successors of the Parties.

17. AMENDMENTS

This Agreement may not be modified, except by a written document signed by authorized officers of the Parties hereto.

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18. NOTICES

All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the address indicated in this Agreement or as otherwise stated in the relevant Annex hereto in respect of any particular Service. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the fifth business day following the mailing or sending thereof. Notices sent by facsimile shall be deemed to have received when the delivery confirmation is received. Any notices of change of address shall be deemed to have been received only when actually received.

a) In the case of BARR TELL USA , INC:

Address: Barr Tell USA, Inc.
452 Broadway
Brooklyn, NY 11211
Office: 212 226-4420
Fax: 212 812-6405
Attn: Yisrael Spitz, CEO
email: yes@bartell.com

b) In the case of the "Company":

Attention:
Direct Number
Facsimile:
E-mail:

19. NO-WAIVER

The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of any other provision and shall not affect either the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every provision of this Agreement.

20. HEADINGS

The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. CHOICE OF LAW

This Agreement shall be interpreted, construed and governed in accordance with the federal laws of the United States of America and the laws of the State of New York, without regards to the choice of law principles thereof.

Any civil action or other legal proceeding arising out of or relating to this Agreement or any dealings between the Parties' officers, directors, employees, or agents on the other hand, whether brought before or after any termination of this Agreement, shall be brought and heard only in a state or federal court located in New York,, NY and the Parties hereto expressly waive any rights under any law or rule to cause any such proceeding to be brought and heard in any other location. The Parties consent to jurisdiction in any state or federal court located in New York, NY in any civil action or other legal proceeding arising out of or relating to this Agreement.

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22. ENTIRE AGREEMENT

This Agreement and the Schedules attached hereto set forth the full Agreement of the Parties with respect to the subject matter hereof, and supersede any prior Agreement or understanding.

IN WITNESS WHEREOF, each of the Parties have executed this Agreement in duplicate, or caused this Agreement to be executed in duplicate by a duly authorized officer, as of the effective date above written.

Company: <u>BARR TELL USA, Inc</u>	Company: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Annex A

BARR TELL TARIFFS

BARR TELL destinations tariffs shall consist of the following:

Billing

Billing shall be at the Established Rate, with **1/1 billing increments, unless otherwise noted:**

Destination	Country Code/City Code	Rate	Effective Date

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Annex B

Technical Contact Information

SONAR:

	Switch Engineer	NOC	Provisioning
Name:	Mayer R	NOC	NOC
Phone:	212 226-4420	212 226-4420	212 226-4420
Fax:	212 812-6405	212 812-6405	212 812-6405
Email:	support@barrtell.com	noc@barrtell.com	noc@barrtell.com

Company:

	Switch Engineer	NOC	Provisioning
Name:			
Phone:			
Fax:			
Email:			

Please Note: A separate Technical Form will be sent by our Tech Department to establish an Interconnection.