

GLOBAL TELECOM SERVICE AGREEMENT

This Service Agreement is for Services is made effective as of _____, by and between _____ of _____, _____, _____ (Subscriber), and Global Telecom Exchange ("Global Telecom")

1. DESCRIPTION OF SERVICES. Beginning on _____, Global Telecom will provide to subscriber the following services (collectively, the "Services"):

VOIP Phone Services

2. PAYMENT. Payment shall be made to Global Telecom Exchange. Subscriber agrees to pay bill in full by 15th day following closing of the billing cycle..

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent, or the maximum percentage allowed under applicable Florida laws, whichever is less.

Subscriber shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, for failing to pay for the Services when due, Global Telecom has the option to treat such failure to pay as a material breach of this Service Agreement, and may cancel this Service Agreement and/or seek legal remedies. Subscriber further agrees to being charged automatically via bank account or credit card for any service charges, subscriptions and or fees and all late and legal fees.

3. TERMINATION AND CHANGES. This Service Agreement may be terminated by either party upon 30 days prior written notice to the other party. Any changes to the subscription must be submitted in writing via email to sales@gtephone.com. All changes to subscription and or billing will be applied 30 days after written notification is received.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Global Telecom in connection with the Services will be the exclusive property of Global Telecom.

5. CONFIDENTIALITY. Global Telecom, and its employees, subscribers, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of themselves or Global Telecom, divulge, disclose, or communicate in any manner, any information that is proprietary to. Global Telecom, subscribers and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Service Agreement. Any oral or written waiver by subscriber of these confidentiality obligations which allows Global Telecom to disclose subscriber's confidential information to a third party will be limited to a single

occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Telecom or The subscriber agrees not to compete with Global Telecom or its affiliates for products and services provided by Global or its affiliates

The subscriber agrees not to duplicate, copy or replicate in any manner the systems, information, processes, procedures and materials provided, learned, acquired or used by Global Telecom of any of its affiliates.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Service Agreement:

a. The failure to make a required payment when due.

b. The failure to make available or deliver the Services in the time and manner provided for in this Service Agreement. In the event of a service interruption the subscriber must submit in writing via email at support@gtephone.com the extent of the outage or issue and allow Global Telecom 48 hours to resolve. For every outage that is the fault of Global Telecom that is over 48 hours global telecom will waive fees for double the outage period. (i.e. 1 day outage would equal 2 days of prorated subscriber fees waived)

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Service Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Service Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Service Level Agreement.

8. FORCE MAJEURE. If performance of this Service Agreement or any obligation under this Service Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Arbitration. Any dispute between us in any way to this Agreement, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association with such arbitration to take place in Miami-Dade County, State of Florida with an agreed upon arbitrator. If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either party. Although the parties shall initially bear the cost of arbitration equally, the prevailing party, if any is determined by the arbitrator at the request of the parties which hereby demand made, shall be entitled to reimbursement for its share of costs and reasonable attorney's fees, as well as interest at the statutory rate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator shall be final, binding, and non-appealable.

Global Telecom is not liable or responsible for loss of service, connectivity, and or lost number (DID's) and any losses due to any service outage. Global Telecom will not be held responsible for any outages of service due to any reasons

10. ENTIRE AGREEMENT. This Service Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Service Agreement. This Service Agreement supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Service Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Service Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Service Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. _____ for _____, and Brian Reilly for Global Telecom Exchange, effective as of the date first above written.

Service Recipient:

By: _____

Service Provider:
Global Telecom Exchange

By: _____

Subscriber