



BRIDGEVOICE ONLINE PLATFORM MEMBERSHIP AGREEMENT

This Online Platform Membership Agreement, including the Terms and Conditions available at [hypertext link] (this “**Agreement**”), together with BridgeVoice’s Acceptable Use Policy (the “**Acceptable Use Policy**” or “**AUP**”) and BridgeVoice’s CPNI policy (the “**CPNI Policy**”), govern the use of the “members only” section of the BridgeVoice.com website and the Online Platform for buying and selling wholesale interconnected VoIP services provided by BridgeVoice, Inc. (“**BridgeVoice**”, “**we**” or “**us**”), by and through its member wholesale carriers and including any services provided on our behalf by our parent company and/or our affiliates and subsidiaries, and any related website managed by a third party on behalf of BridgeVoice (the “**Site**”). As used herein, “**you**” and “**your**” refers to any company identified to us as part of BridgeVoice’s online Platform Membership sign-up process.

Before you may use or access the Online Platform for buying or selling wholesale services on the Site and/or any other services available to Members on the Site (“**Services**”), you must become a Member of BridgeVoice’s Online Platform. Before you become a Member, you must read and accept all of the terms and conditions in, and linked to, this Agreement, the Acceptable Use Policy and the CPNI Policy, and be approved by BridgeVoice for status as a Member, in BridgeVoice’s sole discretion.

Members must have properly entered into one or more of the proprietary BridgeVoice interconnect agreements: (Unilateral Buy Agreement (either prepay or post pay, depending on credit worthiness); Unilateral Sell Agreement or the Reciprocal Carrier Services Agreement for the use of the Services on the Site as a pre-condition of becoming a Member in the Online Platform.

By clicking "I Agree" as part of the Membership Agreement application process, or by accessing or using this Site or any Services, you agree to be bound by this Agreement, which covers, among other things, your Membership in and access to the Bidding Desk, the set up and testing of your virtual interconnection link to us, your buying and selling Services through our Site, your use of the pre-payment arrangements, and you also agree and consent to the Terms and Conditions, AUP and the CPNI Policy. If you do not agree with this Agreement, the Terms and Conditions, the AUP or the CPNI Policy, then you should immediately cease use of the Site and the Services and cease use of all information and materials you have obtained through the Site and/or the Services.

1. DEFINITIONS:

In this Agreement the following terms shall have the meanings ascribed to them:

Bidding Desk: means the component of the Online Platform whereby Member wholesale carriers can submit a Bid Request for services from other wholesale carriers based on bidding criteria established by BridgeVoice in its sole discretion, which can then be bid on by auction by anonymous carriers with the transactions being fully self-contained and managed, including billing and payment settlement within the capabilities of the Online Platform.

Bidding Members: means those Members who bid on a Bid Request.

Bidding Rules: means the rules, procedure, criteria and protocols for submitting a Bid Request and bidding on the Bid Request by Bidding Members, including the Selling Member.

Bid Request: means a request for Services submitted by a Requesting Member at the Bidding Desk.

BridgeVoice Member Bidding and Funding: means where a Member carrier sells Services over the Bidding Desk, BridgeVoice may fund payment to the Selling Member and where a Member carrier buy Services over the Bidding Desk, BridgeVoice will provide credit based on the credit profiles of the Member making the Bid Request.

BridgeVoice Online Platform: means the proprietary software platform of BridgeVoice whereby carriers can buy and sell services and direct interconnected VoIP traffic internationally through a turnkey secured cloud based network in order to achieve call route optimization, call quality, and in order to manage their termination capacity and manage their credit risks for sales of wholesale services, including the Members only Bidding Desk.

Interconnect Agreement(s): means the interconnect agreement (whether one or more) entered into by and between BridgeVoice and the Member.

Members: means those carriers who have entered into the Membership Agreement and are in good standing with BridgeVoice to access the Online Platform, including the Bidding Desk.

Requesting Member: means the Member making a Bid Request.

Buying Member: means the Member who successfully bids on the Bid Request and buys the Services from the Requesting Member.

Selling Member: means the Member who successfully bids on the Bid Request and sells the Services to the Requesting Member.

2. CRITERIA/CONDITIONS OF MEMBERSHIP

As a condition and a continuing condition of your Membership in the BridgeVoice Online Platform and your activities undertaken pursuant to that Membership you represent, warrant and covenant to us on a continuing basis that you: (a) are a legally formed entity in good standing and with legal authority to conduct business in the jurisdictions in which you are selling services; (b) are resident for tax purposes in the jurisdiction that you identified to us on the Site during the Membership sign-up process; (c) are, if resident in the European Economic Area, validly registered for VAT (or its equivalent) and have provided full details of your VAT, or equivalent, registration to us; (d) will at all times comply with our Acceptable Use Policy and the CPNI Policy, each as available on the Site from time to time; (e) will keep confidential and not disclose any information relating to the Online Platform, the Site or the Services, including all manuals and documentation that we may make available to you from time to time; (i) will comply with any reasonable instructions we give you relating to your use of the Online Platform, the Services and the Site; (j) will comply with all reasonable instructions we may give you which are required to achieve the same effect in any country (other than the United States of America) as the effect of these terms and conditions under the State of Delaware law; and (k) will indemnify, defend and hold us harmless from and against all third party claims, suits and proceedings (“**Claims**”) and any losses, liabilities, costs (including legal costs and attorneys fees) and expenses which we may incur as a result of, in connection with or arising from your (or your customers’) use or misuse of the Online Platform or breach of this Agreement, including the Terms and Conditions, AUP or CPNI Policy.

As part of this Membership Agreement, we may ask you for further additional information that may be required by a regulatory agency or otherwise, and you agree to immediately supply such information to us. We may reject any applications for Membership at our sole discretion.

We may suspend or terminate your Membership, and/or your access to or use of the Site or Services, at any time without notice to you if you have submitted false information, are in breach of this Agreement, including the Terms and Conditions, AUP or CPNI Policy. Where practicable, in our discretion, we will notify you of any breaches so that you can remedy them and we will try to give you as much notice as commercially practicable under the circumstances (if any) of any suspension or termination.

3. BENEFITS OF MEMBERSHIP

As a Member, you will be entitled to all of the Services of the BridgeVoice Online Platform, including the turnkey transaction services of billing and payment settlement real-time. Further, Members will be able to rely on the vetting and qualification process and credit profiles that BridgeVoice undertakes for all of the Members, minimizing the risk of selling services to customers independently. Most importantly, Members will have access to the Bidding Desk as both a Requesting Member and a Selling Member, including the BridgeVoice Member Bidding and Funding Service.

4. SET-UP AND TESTING OF YOUR PROFILE ACTIVATION

We will contact you to arrange for set-up and testing of between your electronic communications network and our electronic communications network as soon as reasonably practicable after you apply to join the Online Platform. All the criteria for connection of a Member will be set forth in the Interconnect Agreement(s).

You will work with us and provide sufficient resources to carry out interconnection setup and testing. Set-up and testing will be carried out in accordance with our then current operations and maintenance manual. You will be responsible for all your own costs, including those payable to third parties.

Testing must be complete to the satisfaction of both you and us before you may join the Online Platform in order to receive Services.

Provided that you have passed our Membership review procedure, you have confirmed to us that you are satisfied with testing, and we are satisfied with testing we will activate your online Member profile on the Online Platform and the other terms and conditions of this Agreement, including the AUP and the CPNI Policy).

5. BID REQUESTS AND BIDDING RULES

Once we have approved your Membership and your profile has been activated, you may then access the dashboard on the Online Platform, subject to the terms and conditions of this Agreement, including the AUP, Bidding Rules and the CPNI Policy. The Bidding Rules are attached hereto as **Exhibit A**.

By placing a Bid Request or by bidding on a Bid Request you represent, warrant and covenant that:

(a) it is lawful for you to purchase or sell such Services; (b) You are able to pay for the Services or deliver the Services, and (c) you have followed all of the Bidding Rules.

6. BRIDGEVOICE FUNDING

For Member carrier who sells Services over the Bidding Desk, BridgeVoice may fund payment to the Selling Member by way of depositing amount in the prepaid account of the selling Member and where a Member carrier buy Services over the Bidding Desk, BridgeVoice will provide credit based on the credit profiles of the Member making the Bid Request.

Member shall at all times comply with the BridgeVoice ongoing credit approval procedures and policies. If the financial circumstances or payment history of any Member is or becomes unacceptable in its reasonable business judgment, BridgeVoice may require from the Member reasonable additional security against the funding hereunder in the form of a cash deposit, bank guarantee, irrevocable clean standby letter of credit or other means within the BridgeVoice's sole discretion.

7. COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it will not under any circumstances and at all relevant times make, cause or authorize any third party acting on its behalf to make, directly or indirectly, any prohibited bribes, offers, promises or payments of money or anything of value to any foreign official (including but not limited to government officials, government employees, any political party or political party official, any candidate for political office or any person otherwise acting in an official capacity) pursuant to all applicable laws (including but not limited

to any local antibribery laws), or any other third party, for the purpose of influencing such third party's acts or decisions or in order to obtain or retain business or secure an unfair business advantage for either party in performing its duties and obligations pursuant to this Agreement.

Throughout the term of this Agreement, Member shall comply with all applicable laws, rules and regulations where Member's activities are to be performed and shall indemnify and hold BridgeVoice harmless from Member's failure to do so.

8. INDEPENDENT CONTRACTOR STATUS

BridgeVoice and Member acknowledge that their relationship is that of independent contracting parties and that this Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between them. Member shall not pay, and Agent acknowledges that it has not paid, any franchise or other fee for the right to enter into this Agreement. Member is responsible for any and all taxes including but not limited to income taxes, VAT, Regulatory taxes and surcharges, and/or any other taxes related in any way to any amounts payable to Member under this Agreement. Except as specifically set forth herein, neither BridgeVoice nor Member shall have the authority to bind the other in any manner.

EXHIBIT A

BIDDING DESK RULES

1. Placing a Bid Request For Auction: In order for a Member to have a carrier bid on the requested services for an “Auction”, the “Requesting Member” must submit the **Bid Request** form for Auction which shall set forth the material details for Bid Request, such as:

- a. Bid Type (Buy, Sell);
- b. Destination (with corresponding Destination Code);
- c. Volume;
- d. Rate;
- e. (ASR, ACD);
- f. Bid Start Date/End Date,
- g. Bid Duration.

2. Placing a Bid on a Bid Request: The Carrier can now place a bid for if they have Services that meet the requirements and volume capacity of the Bid Request, or want to purchase the Services being offered by:

1. Clicking on “**Place Bid**” button;
2. After clicking “**Place Bid**” button, a pop-up window will open from where the carrier can able to place their Bid.

The Bidding Desk dashboard panel will always display the **Last highest Bid for Selling** and **Last Lowest Bid for Buying**.

3. **Expiration of Bid Request:** If and Auction time is over, and non-Member has placed a successful bid, the bid will move to “**Expired Bid Auction**” section.
4. **Placing the Successful Bid:** In case, a Member carrier won the bid then they get the **Congrats!!!** message on the screen. The Bidding Desk will then prompt the bidding Carrier will continue to finalize the bid by accepting the bid or rejecting it.

5. **Penalties for Failure to Deliver Services after Placing Successful Bid:** Our Members must be able to have certainty that a Member bidding on a Bid Request can deliver the Services that it represents it can. Therefore, if a Member carrier is not able to fulfill the Bid Request conditions after it has been awarded the Bid in the given time frame then BridgeVoice may assess a fee to be paid as liquidated damages to the Requesting Member in its sole discretion.
6. **Expired Bids:** All the expired bids should be visible to the user in the **Bidding History** section.