



GENERAL TERMS AND CONDITIONS

Updated October [*], 2023.

Please read these Terms and Conditions of Service carefully. They represent the legally binding Agreement between you and Computertel Inc. (“Computertel”) for the use of Computertel’s Service. If you accept these terms on behalf of an organization, then you represent that you have authority to do so. **If, however, your organization has a separate Agreement with Computertel then that Agreement will govern instead.**

In this Agreement “Customer” will refer to you, unless you accept on behalf of an organization in which case “Customer” will refer to the organization; and “Computertel” will refer to Computertel Inc., a company incorporated under the laws of Nevada, USA, with its registered office at 123 W. Nye Lane Suite 129, Carson City, Nevada, 89706 United States of America. Computertel and Customer are referred to as “Party” and jointly and “Parties” in this Agreement. “Services” will refer to our offering starting with our telecommunications services.

You now agree with us as follows:

1. Services

1.1 Computertel will provide Customer with Telecommunication Services at the rates agreed by the Parties from time to time (the “**Services**”).

1.2 Computertel may have to make changes from time to time to the Services, pricing and policies. Customer is responsible for compatibility of its use of the Services with the then-current Service description and policies. Computertel may in its reasonable discretion suspend or discontinue any of the Services or its components or amend policies by posting a notice on the Computertel portal or by sending Customer notices through an appropriate means of electronic communication. It is Customer’s responsibility to keep informed about all changes to the Services or the policies.

1.3 Unless otherwise agreed to in writing with Computertel, Customer shall be responsible for the use and compatibility of all equipment, software and/or services not provided by Computertel.

2. Confidentiality.

Unless the other Party consents in writing, or disclosure is pursuant to a competent legal entity with jurisdiction over the disclosing Party, all information provided by one Party to the other with respect to the Services other than information already made available to the public, shall be kept confidential and shall not be disclosed to anyone other than: (a) a



person who, in the reasonable opinion of both parties, is Computertel's agent, (b) other telecommunications providers, for the efficient and cost-effective provision of telecommunication services; (c) a person or company involved in supplying Computertel with telecommunications or telephone directory related services; (d) Computertel's agent or consultants retained in the collection of Customer's account provided the information is required for such purpose and such person, telecommunications company, directory company, agents or consultants agree to be bound by the provisions of this section or substantially similar obligations; or (e) a person or company to whom or which disclosure may otherwise be necessary to enable Computertel to provide the Services; provided that the information is required for such purpose specified in clauses (a) through (e) hereof and such person, telecommunications company, directory company, agents or consultants agree to be bound by the provisions of this section or substantially similar obligations. Information of and relating to the Charges shall be kept confidential by both parties. Except as provided for above, neither Party shall publicize or disclose the subject matter of this Agreement nor the nature of the Services provided hereunder without the prior and express written consent of the other Party.

3. Limitation and Exclusion of Liability.

Computertel will only be liable as expressly provided for in this Agreement. Computertel shall not be liable for any indirect, incidental, special, exemplary or consequential loss or damages, including loss of use or data or lost revenue or profits, even if it has been advised of the possibility of such damages. Either Party's liability in contract, tort, or otherwise, including any liability for negligence howsoever arising out of or in connection with the performance of its obligation under this Agreement, shall be limited to direct damages only.

4. Indemnification.

Customer agrees to indemnify and hold Computertel harmless from any costs or damages (including reasonable attorney's fees) arising from the other's gross negligence, willful misconduct or breach of this Agreement.

5. Warranties.

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

6. Force Majeure.

Computertel shall not be liable for its delay of performance or its failure to perform hereunder, owing to causes beyond its control, including, but not limited to: acts of God; fire, flood, or other catastrophes; acts of government (including failure to issue, maintain or renew required approvals or licenses); national emergencies, insurrections, riots, wars; or



industrial disputes of third parties. If the provision of a Service is suspended by one or more of the foregoing occurrences, the then current Service term of the corresponding Service Order shall be extended by a period at least equal to the suspension. Should the suspension of obligations due to force majeure exceed a period of sixty (60) consecutive days, either Party may terminate the affected Service by sending ten (ten) days written notice to the other Party without penalty.

7. Trademarks. Use of Name.

Parties agree not to display or use any of the other Party's trade names, service marks, brands, or trademarks and shall not permit the same to be displayed or used by third parties, unless otherwise consent to in writing by Party. It is expressly understood by that trade names, service marks, brands, and trademarks of the other Party are its sole property and that nothing in this Agreement constitutes the grant of any license or right to use such trade names, service marks, brands, or trademarks.

8. No exclusivity.

Nothing in this agreement grants the exclusivity of sales or the purchases of Services between the Parties.

9. Independent contractors.

It is expressly understood that the Parties are acting hereunder as independent contractors that freely agreed upon the clauses of the present Agreement, and that under no circumstances shall any of the employees of one Party be deemed to be employees of the other for any purpose. This Agreement shall not be construed as authority for either Party to act on behalf of the other in an agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other Party, except to the extent and for the purposes expressly provided herein.

Parties agree hereby that Computertel is an independent corporation and that it has no links with any other companies of Counterpart Name may have had or may have current relations. Consequently, any financial advantage granted by third companies to Company Name will not be granted by Computertel unless otherwise expressly stated herein. Furthermore, any amount that may be due by a third company to Telecom Counterpart Name shall never compensate debts that may be due by Telecom Counterpart Name to Computertel.



10. Compliance

Customer will comply with all applicable laws, including data protection, anti-bribery and anti-spam laws and Computertel policies. Computertel will not enter into agreements with individuals or entities which are subject to international sanctions with respect to the Services. Customer undertakes that Customer is not subject to such sanctions.

10.1 Anti-Robocalling and Call Authentication Traceback Reports. When applicable, Customer agrees to reasonably cooperate with requests in traceback investigations from the United States Attorney General, USTelecom Industry Traceback Group, or any other "registered consortium", as that term is defined in the Pallone-Thune TRACED Act, to assist in identifying suspected robocalling on its network, where originated or transited. The Parties further agree to meet any applicable requirement of the Federal Communications Commission ("FCC") mandate to implement Secure Telephone Identity Revisited / Secure Handling of Asserted Information using TOKENS ("STIR/SHAKEN") as soon as reasonably possible and necessary for the provision of services. In case one of the Parties is materially unable or has an exemption from the obligations of implementing STIR/SHAKEN measures, such party agrees to comply, implement and meet the requirements of obtaining a certification on the Robocall Mitigation Database, as defined by the FCC guidelines for such purposes.

10.2 Anti-Bribery. Customer shall not and shall not permit any of its subsidiaries and affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. government official or any other authority, in violation of any applicable anti-bribery or anti-corruption law, including FCPA provisions; other than payments required or permitted by the laws of the United States or any federal and/or local jurisdiction thereof.

11. Waiver.

Parties failure to give notice or to enforce compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of an extension of time for performance will not constitute a permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions will remain at all times in full force and effect until modified by both Parties in writing.

12. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of the Nevada, United States of America.



13. Right to use Data.

Customer will ensure that Computertel has the right to use its data as necessary for the provision of the Services, in accordance with the Privacy Policy of Computertel.