

**STANDARD DIDXCHANGE Terms of Service Agreement**

**BETWEEN**

( \_\_\_\_\_ )

**AND**

**SUPER TECHNOLOGIES, INC.**

SUPER TECHNOLOGIES, INC Business Confidential

This Standard DIDXCHANGE Terms of Service Agreement (hereinafter "Agreement") is made between ( \_\_\_\_\_ ), a ( \_\_\_\_\_ ) corporation having an office at( \_\_\_\_\_ ) (hereinafter "DIDXCHANGE Seller Member") with **DIDX account ID (please enter your DIDX account/user ID in the next blank)** \_\_\_\_\_ and Super Technologies, Inc. a Delaware corporation, with its principal place of business at 6005 Keating Road, Pensacola, FL 32504 (hereinafter "DIDX") to begin on this date \_\_\_\_\_ (month), \_\_\_\_\_ (day), \_\_\_\_\_ (year) (the "Effective Date.")

**01. AGREEMENT TO TERMS.** These terms and conditions, and the appendices attached hereto, shall govern all transactions between DIDXCHANGE Seller Member and DIDX including sales completed to DIDX and payments made by DIDX to DIDXCHANGE Seller Member. Except as expressly provided herein, this Agreement supersedes all prior or contemporaneous agreements, oral or written, and any other understandings between DIDXCHANGE Seller Member and DIDX relating to the subject matter of this Agreement.

**02. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth:

**2.1 "DIDX Interop."** The term "DIDX Interop" shall mean a formal, written, mutually agreed upon set of tests to be performed between DIDXCHANGE Seller Member and DIDX to verify that the Products materially conform to the applicable specifications as set forth in associated DIDXCHANGE Seller Member technical publications such as at <http://www.didx.net/interop>, which describe the functionality of said Products.

**2.2 "Products."** The term "Products" shall mean the DIDXCHANGE Seller Member's DIDs that DIDXCHANGE Seller Member lists for sale on DIDX.net DIDXCHANGE.

**2.3 "Quotation."** The term "Quotation" shall mean proposed prices of DID by DIDXCHANGE Seller Member as an offer of DIDs made available for sale on DIDXCHANGE and for further sale by DIDX to potential DIDX BUYERS.

**2.4 "Prices."** The term "Prices" means those prices that are listed in the 'BUY DID' section of DIDXCHANGE BUYER Member DASHBOARD.

**2.5 "DIDX BUYER."** The term "DIDX BUYER" shall mean those DIDX members who buy DIDs that DIDXCHANGE Seller Member adds to DIDXCHANGE at [www.didx.net](http://www.didx.net) (or its representatives) under this Agreement.

**2.6 "DIDX SELLER."** Same as DIDXCHANGE Seller Member when DIDXCHANGE Seller Member makes available for sale its DIDs and/or sells DIDs on DIDXCHANGE. A DIDX SELLER may make transactions that involve money called sale and/or trade called trade or exchange.

**2.7 "TRADE."** Under this agreement trade means the exchange of one DID or more than one DID with one or more than one DID of another DIDX member.

**2.8 "DIDX DASHBOARD."** The DIDXCHANGE Seller Member may login to its DIDX account at [www.didx.net](http://www.didx.net) with its user ID and password. The area it logs into is the DIDX DASHBOARD where management of DIDX account is available to the DIDXCHANGE Seller Member.

**2.9 "DIDXCHANGE."** Defined as the platform available at [www.didx.net](http://www.didx.net) to buy and/or sell direct inward dialing phone numbers, a service of DIDX.

**03. TERM.** This Agreement will be effective as of the date in paragraph one (the "Effective Date") and continue unless earlier terminated as provided herein (14. Cancellations and 16. Notices). The terms of this Agreement will continue in effect for any Order hereto that is outstanding at the time of termination of this Agreement or expiration of the Term.

**04. DIDs for Sale.** Any written Seller Order ("Order") issued to DIDX SELLER for Services that reference this Agreement, shall be deemed to be placed under and incorporate the terms and conditions of this Agreement and any Quotations issued by DIDXCHANGE Seller Member and also issued by DIDX. DIDXCHANGE reserves the right to reject DID that is not in compliance with this Agreement and/or a Quotation.

I understand that as a DIDXCHANGE Seller Member, I am required to have a minimum of 50 for sale international DID in my account or pay a monthly service charge of \$50; or a minimum of 500 for sale UK and/or USA DID in my account at all times or pay a monthly service charge of \$50.

I understand that in order to sell DID on DIDX, I need to provide a copy of our DIDX listed company's business license with this agreement. I may be required to submit other documents.

**05. PRICES.** The prices for DIDXCHANGE Seller Member DIDs are set forth by DIDXCHANGE Seller Member who makes available DID for sale on DIDX. DIDX adds a small commission and the seller price plus the commission in one total is visible in BUY DID section to DIDX BUYER. Seller member of DIDX must provide a three (3) months in advance notice to DIDX before a price change goes into effect. The price change cannot be set for more than 20% of the original price and may not be changed more than 2 times per year except for in mutual agreement between DIDXCHANGE Seller Member and DIDX.

**06. INVOICING AND TERMS OF PAYMENT.**

a) DIDXCHANGE Seller Member shall invoice DIDX for all Products and Services via email through DIDXCHANGE Seller Member's web-based management account on the CONTACT US button of DIDX DASHBOARD.

b) Secondly, the invoices will be visible to DIDXCHANGE Seller Member in DIDXCHANGE Seller Member's DIDX **MY BILLS** section of DIDX DASHBOARD. DIDXCHANGE Seller Member will have a login and password to view its DIDX client ledger in web-based management.

c) DIDX collects all payments from DIDX BUYERS, keeps the commission that has been beforehand included, and sends the agreed price per DID to the DIDX SELLER.

Payments \$500USD and under are submitted to DIDXCHANGE SELLER via Paypal. Payments over \$500USD are submitted to DIDX SELLER via cashier's check or bank wire transfer. Payments are made for the amount due 45 days back less any payments made after that date.

d) When tollfree numbers are used for calling card or payphone, by default any related charge made to DIDX by the DIDXCHANGE Seller Member, will be passed on to the DIDXCHANGE Buyer.

**07. LAWS.** These terms are subject to all present and future valid orders and regulations of any governmental or regulatory body having jurisdiction over the subject matter hereof and to the laws of the United States of America, any of its states, or any foreign governmental agency having jurisdiction over the parties hereto. In the event that any license or taxes are required, DIDXCHANGE Seller Member agrees that it will obtain that license and/or pay those taxes where required by law, and supply proof of obtaining the license (s) and paying those taxes where applicable. Licensing and the payment of taxes due by the DIDXCHANGE SELLER MEMBER will be the responsibility of the DIDXCHANGE SELLER MEMBER and will not be the responsibility of DIDX.

**08. FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance of this Agreement resulting from (1) acts or occurrences beyond reasonable control of such party (including, without limitation thereto, fire, explosion, power failure, lightning, severe weather, acts of God, war, revolution, civil commotion, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body); (2) labor unrest (including, without limitation thereto, strikes, slowdowns, picket-lines, and boycotts whether primary or secondary, and without regard to whether such labor unrest could have been settled by acceding to the demands of a labor netanization The affected party shall immediately notify the other Party as to the nature and the extent of the force majeure. In the event that any such event of force majeure shall continue for more than sixty (60) days, then the parties shall enter into good faith negotiations directed toward a mutually acceptable resolution of outstanding obligations.

**09. INDEMNITY.** The parties both agree to indemnify and hold harmless each other against any suit, claim or proceeding brought against the other Party for direct damages that result from death, bodily injury or damage to personal, tangible personal property, to the extent the damages are proven to be the result of the indemnifying party's actions or inactions.

## **10. TERMS OF WARRANTY AND TECHNICAL SERVICES.**

A. The Standard Warranty states that when a DID of DIDXCHANGE Seller Member does not work 3 days in a row in a one month period, the DIDX BUYER will not be charged for the monthly rate and the DIDXCHANGE Seller will not be paid for that monthly rate. **However, if the DID has a Per min charge occurring on it, the Buyer will be charged for it and the Seller will be paid for it.** In instances where a DIDX seller's DID has been purchased by a DIDX buyer and the DID cannot be dialed from more than one carrier in the country where the DID is (i.e, a 44 London DID, cannot be dialed into by more than one carrier in United Kingdom), then the DIDX seller will not be paid for that DID for the month that this occurs.

B. All DIDs are tested at the end of Interop and also tested on alternate days. If the DID fails, DIDXCHANGE Seller Member will be notified by email and/or web-

based management system **with expectations that the DIDXCHANGE Seller Member will correct the problem.**

C. DIDXCHANGE Seller Member will use its online web-based management system to request assistance, make suggestions, and other communications. This system is visible by DIDX and DIDXCHANGE Seller Member in the web-based management system in the button labeled CONTACT US.

## **11. GUARANTEE.**

A. The DIDX Buyer is buying service that is originally provided by the DIDXCHANGE SELLER MEMBER who is selling the DID number on DIDX; thus, DIDX does not provide the \*Guarantee of Service on the DID number. DIDX tests DID with the DID TESTER TM software, and **where DID does not work for 3 days in row in a one month period, DIDX refunds the payments to the DIDX Buyer, and the DIDX Seller does not get paid.** Service Provision: the instant a Customer selects a number and purchases, the number is routed to the customer unless otherwise stated in advance via DIDX email or DIDX website.

DIDX guarantees the payment to the Seller for the first billing month from the date of sale which will total no more than the original setup price for the DID number by the Buyer and the commission to DIDX on that setup fee.

## **12. LIMITATION OF LIABILITY**

A. DIDX will not be liable to DIDXCHANGE Seller Member or other party for punitive, special, incidental, consequential, indirect or other similar damages, including, but not limited to, damages or costs incurred as result of loss of time, loss of data, loss of profits or revenue, or loss of use of equipment or software. In addition, DIDX is not responsible or liable for damages or costs in connection with obtaining substitute equipment or software, claims by others, inconvenience or similar costs. In the same cases in this Section 12. A., DIDXCHANGE Seller Member will not be liable for the same except for the services fees of the DID's on the DIDXCHANGE Seller Member account.

**13. TRAINING.** DIDX makes available training at <http://www.didx.net/faq> and <http://www.didx.net/interop> and <http://www.didx.net/api> as well as communication through the web-based management system also known as DASHBOARD.

**14. CANCELLATION.** DIDX and/or DIDXCHANGE Seller Member may cancel this Agreement only with a written request as mentioned in 16 and with a 3 months' notice. Payment of charges pursuant to any outstanding Orders as determined by DIDX must be paid in full prior to the 3 months' notice date.

**15. CONFIDENTIALITY.** For purposes of this Agreement, "Confidential Information" shall mean any information or material proprietary to the disclosing party or designated in writing as Confidential Information by the disclosing party and not generally known to the public. Confidential Information also includes information that the disclosing party obtains from any third party that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned by the disclosing party. "Confidential Information" does not include the following:

- i. information that is known by the receiving party at the time of receipt from the disclosing party, which is not subject to any other non-disclosure agreement between the parties;
- ii. information which is now, or which hereafter becomes, generally known to the industry through no fault of the receiving party, or which is later published or generally disclosed to the public by the disclosing party.

The receiving party agrees to hold in confidence and not to disclose or reveal to any person or entity any Confidential Information disclosed hereunder without the clear and express prior written consent of a duly authorized representative of the disclosing party. The receiving party further agrees not to use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose(s) expressly authorized by this Agreement. In the event that either party is directed to disclose any portion of any Confidential Information of the other party or any other materials proprietary to the other party in conjunction with a judicial proceeding or arbitration, the party so directed shall immediately notify the other party both orally and in writing. Each party agrees to provide the other with reasonable cooperation and assistance in obtaining a suitable protective order and in taking any other steps to preserve confidentiality.

**16. ACCEPTABLE USE.** The DIDX acceptable use policy in full is available at [www.didx.net](http://www.didx.net).

We reserve the right, but do not assume the obligation, to strictly enforce this Policy by, without limitation, issuing warnings, suspending, or terminating Service, refusing to transmit, removing, screening, or editing Content prior to delivery or actively investigating violations and prosecuting them in any court or appropriate venue. We may block access to certain categories of numbers (e.g. certain international destinations) or certain sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network.

We may access, use, and disclose transaction information about your use of our Service, and any Content transmitted by you via the Super Technologies Sites including DIDX or through the Service, to the extent permitted by law, in order to comply with the law (e.g., a lawful subpoena); to enforce or apply our subscriber agreements; to initiate, render, bill, and collect for our Services; to protect our rights or property, or to protect users of our Services from fraudulent, abusive, or unlawful use of, or subscription to, our Service. **INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY OR ANY RELATED POLICY, GUIDELINE OR AGREEMENT, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY YOU.**

**17. NOTICES.** All notices required under this Agreement shall be in writing and shall be given by personal delivery, fax, international courier service of recognized reputation (e.g., DHL), or by airmail, certified or registered, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below. All notices shall be deemed effective upon (1) personal delivery and receiving party's verification via email or fax (2) by telecopy and receiving party's verification via email or fax (3) by international courier service of recognized reputation (DHL, FEDEX, etc.) via their tracking system verification of receipt by the receiving party.

**DIDXCHANGE Seller Member (Please fill completely.)**

**DIDXCHANGE Member**

Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_  
 FAX No: \_\_\_\_\_

**DIDXCHANGE**

Contact Name : Suzanne Bowen  
 Address : 6005 Keating Road, Pensacola, FL 32504  
 Telephone No : (408) 884-1966  
 FAX No : (206) 339-4203

**18. GENERAL PROVISIONS.** This Agreement shall be construed and enforced in accordance with the laws of the United States of America, which are applicable to the construction, and enforcement of contracts between parties. If either party brings an action against the other party to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, attorney's fees and costs incurred in connection with such action, including any appeal of such action. With respect to all disputes arising out of or related to this Agreement or the transactions contemplated hereunder, the parties hereby submit to the personam jurisdiction of the state and Federal courts in Florida.

DIDXCHANGE Seller Member shall not assign this Agreement or any interest herein other than to a successor to its entire business or the part of its business used in the performance of this Agreement without prior written consent of DIDX. This Agreement shall be binding to the benefit of the successors of each party as permitted herein.

No waiver of any provision of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

Each party's obligations under this Agreement that by their nature would continue beyond expiration or termination of this Agreement, shall so survive such expiration or termination. This Agreement shall not be modified, amended or in any way altered, except by an instrument in writing signed by authorized representatives of DIDXCHANGE Seller Member and DIDX.

**19 Use of DIDXCHANGE Seller Member company name and logo by DIDX and use of DIDXCHANGE service name and logo by DIDXCHANGE Seller Member.**

DIDXCHANGE Seller Member does hereby give permission to DIDX to use DIDXCHANGE Seller Member company name and logo to signify membership on DIDXCHANGE. DIDX does hereby give permission to DIDXCHANGE Seller Member to use DIDX (and its service's name DIDXCHANGE) name and logo to signify affiliation with DIDX and DIDXCHANGE (listed at [www.supertec.com/logos](http://www.supertec.com/logos)). Signification will show the "other party" (mutual parties) DIDXCHANGE Seller Member and DIDX in positive manners only.

**20 References and documentation required**

**I have attached the copies of passport or local government-issued photo ID (such as drivers' license) of at least three directors of our company, certificate of business registration and 3 trade references.**

**Company Director 1 name and title :** \_\_\_\_\_

(documentation attached)

**Company Director 2 name and title :** \_\_\_\_\_

(documentation attached)

**Company Director 3 name and title :** \_\_\_\_\_

(documentation attached)

**Trade reference 1:**

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Fax: \_\_\_\_\_

Company Email: \_\_\_\_\_

**Trade reference 2:**

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Fax: \_\_\_\_\_

Company Email: \_\_\_\_\_

**Trade reference 3:**

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Fax: \_\_\_\_\_

Company Email: \_\_\_\_\_

ACCEPTED AND AGREED UPON:

( \_\_\_\_\_ )

SUPER TECHNOLOGIES, INC

By: /s/

-----

By: /s/

-----

Print:

TITLE:

PRINT: Suzanne Bowen

TITLE: Vice President

## **ADDENDUM A For Bank Direct Deposit and Paypal Payment**

**Your company Paypal account ID email address to receive payments:**

\_\_\_\_\_

**Your company Moneybooker.com account information to receive payments:**

\_\_\_\_\_

**Your ACH Direct Deposit information to receive payments:**

**Name of bank:** \_\_\_\_\_

**Address of bank:** \_\_\_\_\_

**Bank telephone number:** \_\_\_\_\_

**First and last name on bank account:** \_\_\_\_\_

**Company name on the bank account:** \_\_\_\_\_

**Company's address on bank account:** \_\_\_\_\_

**Bank account number:** \_\_\_\_\_

**Bank routing number:** \_\_\_\_\_

**\* Company tax ID:** \_\_\_\_\_

(\* Super Technologies, Inc. is a member of the Better Business Bureau, DUNS, and Pensacola Bay Area Chamber of Commerce. ACH Direct Deposit requires the tax ID number and other information requested above for payment to you.)