

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 Buyer 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 among DIDXCHANGE Buyer Member, DIDX, and DIDXCHANGE Seller Member including purchases from DIDX, and payments received by DIDX from DIDXCHANGE Buyer Member, and payments made by DIDX to DIDXCHANGE Seller Member. **Except as expressly provided herein, this Agreement and all terms listed at <http://www.didx.net/terms> supersede all prior or contemporaneous agreements, oral or written, and any other understandings between DIDXCHANGE Buyer 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 by DIDXCHANGE BUYER member and DIDX to verify that the DIDXCHANGE BUYER Member's Network materially conforms to the applicable specifications as set forth in associated DIDX technical publications such as at <http://www.didx.net/interop>, which describe and include the required functionality of said Network.

2.2 "Network." The term "Network" shall mean the DIDXCHANGE Buyer Member's Network that the DIDXCHANGE Buyer Member uses to route DID from DIDX.

2.3 "Quotation." The term "Quotation" shall mean proposed prices of DID by DIDXCHANGE Member as an offer of DIDs to DIDX and for further sale by DIDX to DIDX BUYER.

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 DIDXCHANGE BUYER members who buy DIDs that DIDXCHANGE Seller Members add to DIDXCHANGE at www.didx.net (or its representatives) under this Agreement. DIDX Buyer may participate in transactions that involve money called sale and/or trade called trade or exchange.

2.6 "DIDX SELLER." The "DIDX SELLER" makes available for sale DIDs and sells DIDX on DIDXCHANGE. A DIDXCHANGE SELLER Member 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 between one DIDX member with one or more than one DID of another DIDX member.

2.8 "DIDXCHANGE." Defined as the platform available at www.didx.net to buy and/or sell direct inward dialing phone numbers, a service of DIDX.

2.9 "DIDX DASHBOARD." The DIDXCHANGE Seller Member may login to its DIDX account at 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.

03. TERM. This Agreement will be effective as of the date in paragraph one (the "Effective Date") and unless earlier terminated as provided herein (**15. 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 DIDXCHANGE 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 Member and also issued by DIDX. DIDXCHANGE reserves the right to reject any DID that is not in compliance with this Agreement and/or a Quotation.

I understand that as a DIDXCHANGE Buyer Member, I am required to have a minimum of 50 DID in my account at all times or pay a monthly service charge of \$50.

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) DID shall invoice DIDXCHANGE Member for all Products and Services via email through DIDXCHANGE Member's web-based management account.

b) Secondly, the invoices will be visible to DIDXCHANGE Member in DIDXCHANGE Member's **DIDX MY BILLS section of the Dashboard**. DIDXCHANGE Member will

have a login and password to view its DIDX Dashboard in web-based management. DIDX collects all payments from DIDX BUYERS, keeps the commission, and sends the agreed price per DID to the DIDX SELLER.

c) Payments from the DIDXCHANGE BUYER Member will be prepaid via credit card. Where credit card is not available, the payments will be prepaid via cashier's check or bank wire transfer or Western Union transfer in increments of \$500 or more. See <http://www.didx.net/wu>.

I understand that if my account balance is due for more than three days, my DIDXCHANGE buyer account may be suspended and/or cancelled.

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. CREDIT CARD AND OTHER CHARGES:

a) If the DIDXCHANGE Buyer has an issue with credit card charges, it should contact Super Technologies, Inc. first by logging into its DIDXCHANGE account and creating a ticket of communication concerning the matter. In the event of a charge back by a credit card company (or similar action by another payment provider for DIDX charges) in connection with the DIDXCHANGE Buyer's payment of fees for any Service(s) DIDX provides, the DIDXCHANGE Buyer agrees that DIDX may suspend access to any and all accounts the DIDXCHANGE Buyer has with Super Technologies, Inc. Reinstatement of Service(s): We will reinstate the DIDXCHANGE Buyer's rights to and control over these Services solely at DIDX discretion, and subject to our receipt of the unpaid fee(s) and our then-current reinstatement fee, currently set at \$100 (US Dollars). Charges for the Service(s) which use our credit card payment processor will be identified on your credit card statement as "Super Technologies."

b) DIDX buyer accounts will be charged \$100 upon activation for use on future purchases. This will not be refunded.

08. 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. Both parties hereby certify that they will not directly or indirectly act in any manner on DIDX that is in violation of United States laws and regulations. In the event that any license is required, DIDXCHANGE Member agrees that it will obtain that license. Licensing will not be the responsibility of DIDX.

09. 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.

10. 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.

11. 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 occurred on it, the Buyer will be charged for it and the Seller will be paid for it.**

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 BUYER 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 Member in the web-based management in the button labeled CONTACT US.

D. **TECHNICAL SUPPORT:** DIDXCHANGE BUYER Member understands that any technical support provided by DIDX will be made to the DIDXCHANGE BUYER, not to the end-users of the DIDXCHANGE BUYER. The DIDXCHANGE BUYER will not pass information to its end-users to receive customer service from DIDX. In the case where the DIDXCHANGE BUYER points the end-user or end-users to DIDX for customer service or other reasons, DIDX has the right to cancel the DIDX service to the DIDXCHANGE BUYER. In the case where DIDX decides to cancel the DIDX service, the DIDXCHANGE BUYER will receive a 30 day notice.

12. 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.

In addition, when DIDX BUYER MEMBER is not satisfied with a DID within 36 hours of the purchase of the DID, the DIDX BUYER MEMBER may delete the DID before 36 hours is complete which is set to automate deletion of the setup fee and the monthly rate for that DID. In this case, the DIDX SELLER MEMBER will also not be paid.

13. LIMITATION OF LIABILITY

A. DIDX will not be liable to DIDXCHANGE 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 Member will not be liable for the same except for the services fees of the DID's on the DIDXCHANGE Member account.

14. 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.

15. CANCELLATION. DIDX and/or DIDXCHANGE Buyer Member may cancel this Agreement only with a written request via the DIDX dashboard account login CONTACT US ticket system or fax (1 206 339 4203) with inclusion of the DIDX account number. If DIDX notes that DIDXCHANGE BUYER Member has defaulted on the terms and conditions of this agreement, DIDX may cancel the agreement with a 30 day notice. Payment of charges pursuant to any outstanding Orders as determined by DIDX must be paid in full immediately.

DIDX reserves the right to terminate Service at DIDX's discretion. DIDX may discontinue the Service immediately, for any reason including without limitation, if it has reason to believe that there have been attempts to hack or disrupt the system, or that the Service is being misused in any way. In the event of Customer default - i.e. Customer does not pay any sum when due, breach any representations Customer made to DIDX, are suspected by DIDX of committing fraud, harming DIDX's, harming Service to other customers, using Service in any way that damages DIDX - Customer will reimburse DIDX for its attorneys' and expert witnesses' fees and costs of investigation, collection and similar expenses incurred by DIDX in the enforcement of any right or privilege hereunder. If this Agreement is terminated because of Customer default, DIDX may keep any charges or sums prepaid by Customer upon termination. DIDX may require reactivation charges to renew Service after termination or suspension.

16. 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.

17. ACCEPTABLE USE. The DIDX acceptable use policy in full is available at 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.**

18. 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 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

19. 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.

DIDX 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 Member and DIDX.

20. Use of DIDX Member company name and logo by DIDXCHANGE and use of DIDXCHANGE company name and logo by DIDX Member.

DIDXCHANGE Buyer Member does hereby give permission to DIDX to use DIDXCHANGE Buyer Member company name and logo to signify membership on DIDXCHANGE. DIDX does hereby give permission to DIDXCHANGE Buyer 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). Signification will show the "other party" (mutual parties) DIDXCHANGE Seller Member and DIDX in positive manners only.

20 References and documentation required

a) . 499 Filer ID for all USA based companies buying DID from DIDX.
 DIDX Buyer Members who are interconnected voip providers based in the USA are

required by FCC to have a 499 Filer ID. If this applies to DIDXCHANGE Buyer Member, please include:

1) The original copy of the email from form499@universalservice.org with the 499 Filer ID

or

A copy of an official letter from the Universal Service Administration company with the 499 Filer ID. **Attach either one to this signed agreement.**

3) 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:

PRINT: Suzanne Bowen

TITLE:

TITLE: Vice President

DATE:

DATE:

(Fax the completely filled and signed agreement and credit card authorization form to 1-206-3394203.)



Super Technologies, Inc Credit Card Authorization

Type of Service and Order Number: (Example: DIDX 700001)	
Card Holder's Name and Company)	
Credit Card Billing Address: (Example: 15 W Strong St, Ste 10C, Pensacola, FL 32501)	
Country	
Credit Card Type (Circle please.)	Master Visa AMEX Discover
Credit Card Number	
Expiration of Credit Card	
Card Verification # (4 extra digits on front of AMEX or 3 extra digits on back of other)	
Issuing Bank or Company & its Phone #	
Your Billing Telephone:	
Other telephone #'s where you can be reached.	
Email Address:	

Use of my Credit Card Listed: I authorize Super Technologies, Inc. to charge my credit card for all Super Technologies, Inc. services I purchase and to pay for my ADD FUNDS and other DIDX charges. I agree to the DIDX terms and conditions at <http://www.didx.net/terms>, the terms listed in DIDX interop at <http://www.didx.net/interop> and the service agreement I have signed and forwarded to DIDX for my DIDX records.

I verify the above information is correct. I understand all payments are non-refundable except as described in the DIDX service agreement. I agree not to use Service for any unlawful or destructive purposes or in such a way to create damage or risk to Super Technologies, Inc. business, reputation, employees, third parties or the public in general.

My signature _____ Date _____

IMPORTANT: Fax this form filled and signed to 1-206-339-4203 with the clear copies of front/back of the credit card, 1st page of last credit card billing statement displaying billing address and name, and a photo ID. The credit card statement billing name and address should match the billing address and name on your DIDX account).