

AGREEMENT

For the provision of VOIP
TERMINATION SERVICES
Between

PRUTHVI INTERNATIONAL CALLING CO. and CARRIER

M/S. PRUTHVI INTERNATIONAL CALLING CO. A company incorporated under the laws of THE UNITED STATE OF AMERICA and having its office ADDRESS:- 2900,KNIGHROAD APT- A/2, BENSALEM, PENNSYLVANIA. 19020.U S A .For the purposes of this Agreement duly represented by NRUJAL PATEL.

and

NAME OF COMPANY/CARRIER

ADDRESS

For the purposes of this Agreement duly represented by REPRESENTATIVE,

Hereinafter individually referred to as "Party" and jointly referred to as "Parties";

WHEREAS:

- CARRIER wishes to use **PRUTHVI INTERNATIONAL CALLING CO.**'S Service for the purpose of terminating voice telephony to certain agreed destinations;
- **PRUTHVI INTERNATIONAL CALLING CO.** wishes to use CARRIER Service for the purpose of terminating voice telephony to certain agreed destinations;
- Parties wish to define the terms and conditions upon which such services will be provided;

HAVE AGREED AS FOLLOWS:

- 1.1 Parties hereby agree that:
- 1.2 Each Party shall be responsible to procure and manage, at its own expenses, the necessary facilities and licenses required to bring its traffic to the hand over point.
- 1.3 The interconnect between both Parties will be via the public IP network.
- 1.4 Each Party shall advise the other Party as soon as possible of any facility failure arising or likely to arise from any cause within its area of operation that has or is expected to cause protracted interruption of service.

Article 2 / CHARGES

- 2.1 CARRIER shall pay the charges payable by it in accordance with the applicable tariffs as agreed upon and received either in written or electronic form. These tariffs are exclusive of VAT and any other similar sales taxes, duties or levies imposed by law.

The tariffs may be amended by **M/S PRUTHVI INTERNATIONAL CALLING CO.** by providing CARRIER with seven (7) days prior notice in case of increases to tariffs. By mutual agreement of the Parties, another notice period may apply.

If CARRIER, in spite of its rejection of the communicated price increase, continues to send traffic destined for the effected destinations, such use of the Service shall be considered as acceptance of the price increase.

- 2.1 **M/S PRUTHVI INTERNATIONAL CALLING CO.** Shall pay the charges payable by it in accordance with the applicable tariffs as agreed upon and received either in written or electronic form. These tariffs are exclusive of VAT and any other similar sales taxes, duties or levies imposed by law.

- 2.2.1 The tariffs may be amended by CARRIER by providing **M/S PRUTHVI INTERNATIONAL CALLING CO** with seven (7) days prior notice in case of increases to tariffs. By mutual agreement of the Parties, another notice period may apply.

If **M/S PRUTHVI INTERNATIONAL CALLING CO.** , in spite of its rejection of the communicated price increase, continues to send traffic destined for the effected destinations, such use of the Service shall be considered as acceptance of the price increase.

Article 3 / RECORDING OF TRAFFIC

- 3.1 Each Party has taken all reasonably feasible measures to ensure that its system of recording the volume of either party's traffic on a 1 second /1 second basis for billing purposes by means of the Service is accurate.
- 3.2 If the data concerning either party's traffic volume recorded by it deviates from the data recorded by the other party, Parties shall use reasonable endeavours to investigate their recording system in order to resolve the deviation. Parties shall use all reasonable endeavours to synchronise their respective recording systems, in order to prevent further deviations of the data recorded by the Parties in the future.

Article 4 / BILLING AND PAYMENT

- 4.1 Payment will be done on a PRE-PAYMENT basis. Before starting voice traffic [business], the carrier should deposited payment to company's a/c through wire transfer/cash/TT as a PRE-PAYMENT. As soon as the PRE-PAYMENT expires, the account will be automatically blocked. Weekly invoices [BILL] will be rendered for reconciliation purposes.

Article 5 / CONFIDENTIALITY

- 5.1 Both Parties shall keep confidential the terms and conditions of this Agreement and any and all information about the other Party, including but not limited to information about the other Party's tariffs, business operations and customers, with which they become familiar under the terms of this Agreement, which has been marked by the disclosing Party as confidential or which the recipient Party understands or reasonably ought to understand is of a confidential nature.

Article 6 / CONTACT PERSONS; NOTICES

- 6.1 Each Party has appointed a contract manager who shall act as its contact person for the other Party in matters relating to this Agreement. Initially, these contract managers are:

For **M/S PRUTHVI INTERNATIONAL CALLING CO. : NRUJAL PATEL**

For CARRIER:

6.2 Each Party may replace its own contract manager at any time by giving prior written notice.

DRAWN UP AND SIGNED IN DUPLICATE

For : M/S PRUTHVI INTERNATIONAL CALLING CO

For CARRIER:

Date:

Date:

NRUJAL PATEL.

Pruthvi International Calling Co.