



Master Services Agreement

This Master Services Agreement is made by and between **Carrier One Inc.** ("CARRIER ONE"), a Wyoming corporation with its registered office situated at 212 E 22nd St #1801, Cheyenne WY 82001 and Franklin Technology Services LLC ("Company") a/an Wyoming Corporation with principal place of business located at 312 W 2nd St #3543, Casper WY 82601. Company and CARRIER ONE may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the Parties provide communication services and Company desires to use the communications network of CARRIER ONE; and

WHEREAS, CARRIER ONE agrees to provide communication services to Company as may be described in this Master Services Agreement ("MSA"), its Service Schedules and Orders and Attachments and Company agrees to accept and pay for such services pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises, terms, and agreements contained herein, the Parties agree as follows:

1. Service and Interconnections.

1.1. CARRIER ONE agrees to make certain communication services available to Company, as may be set forth in this MSA, its Service Schedules and Orders and its Attachments ("Services"). The Service Schedules and Orders and Attachments are incorporated by reference herein. The Services may include call origination or termination. CARRIER ONE will provide all Services in accordance with standard industry practice as to quality and reliability. In the event of any conflict between these documents and unless otherwise explicitly agreed by the Parties in writing, the documents shall control in the following order: 1) Attachments, 2) Service Orders, 3) Service Schedules and 4) this MSA.

1.2. Company shall be responsible to procure, at its own risk and expense, the necessary facilities and/or Internet connectivity to reach the point of interconnection.

1.3. The Services may consist of services provided directly by CARRIER ONE and also services procured by CARRIER ONE from third party suppliers and/or affiliates.

2. Term.

This Agreement shall become effective on the date it is fully executed by both Parties and shall extend for an initial term of one (1) year. This Agreement shall automatically renew in successive one (1) month terms unless terminated by either Party on thirty (30) days written notice or as otherwise provided in this Agreement.

3. Charges and Payments.

3.1. Company agrees to pay all undisputed charges based on Company's usage at the rates set forth in the Service Orders and/or Attachments ("Usage Charges"). Company is liable for all undisputed charges (recurring and nonrecurring) for Services provided by CARRIER ONE and by third parties and/or affiliates. Company is also liable for payment of charges reasonably incurred by CARRIER ONE to provide Services in extraordinary circumstances including, but not limited to (i) Company's request to expedite Service availability to a date earlier than the date in the Service Order; (ii) Service redesign or other expense incurred as a result of inaccurate information from Company; (iii) reinstallation charges following any suspension of Service by Company and (iv) Company's request for routes or facilities other than those selected for provision of the Service.

3.2. Usage Charges shall be invoiced weekly, covering seven (7) days period. The billing period shall commence at 00:00:00 a.m., on Monday and continuing through 23:59:59 p.m., the following Sunday. Invoices shall be sent electronically to Company's specified email address in Section 9. Access to the corresponding call detail records (CDR) shall be made available weekly. CDR shall contain a record of each call invoiced, including the number dialed, date, start time, call duration and total charge. All undisputed Usage Charges under this Agreement shall be due and payable by Company, without demand, within five (5) days after the invoice date (the "Due Date"). Payment of undisputed charges shall be in immediately available funds paid via wire transfer to CARRIER ONE's financial institution specified in Section 9. Each Party shall be responsible for all transaction charges assessed by, or on behalf of, its own bank.

3.3. The credit amount as per this Agreement is \$0 (prepaid). The minimum payment is prepaid.

3.4. If Company fails to remit payment in full of all undisputed amounts by the Due Date, CARRIER ONE, in addition to other remedies available to it under this Agreement or at law, may charge a late fee of the lesser of one and one-half percent (1.5%) per month or the maximum fee allowed by law of the unpaid undisputed balance which shall accrue from the Due Date of the invoice.

3.5. Company shall submit all disputes in good faith to CARRIER ONE within thirty (30) days of the date of the invoice in question. The Company will submit all disputes via a written statement containing reasonably sufficient detail together with supporting documentation. If Company does not submit its dispute before the end of the thirty (30) day period, then Company waives the right to dispute the charges. Both parties shall use good faith efforts to resolve the dispute within forty-five (45) days of dispute notice receipt. If the dispute is not resolved within those forty-five (45) days, then the parties agree to immediately commence arbitration in accordance with Section 10. Whether the dispute is resolved by mutual agreement or arbitration, the disputed amount shall be due or credited on the next invoice after final resolution of said dispute. In case of disagreement concerning a portion of the invoice, only the disputed amount may be deducted from the payment of the relevant invoice. For the avoidance of doubt, a dispute due shall only be deemed a dispute if the disputed amount is greater than 1.5% (one and a half percent) of the invoiced amount, or if the disputed amount is greater than 100\$ (one hundred US\$), in the case where one percent of the invoiced amount is greater than 100\$ (one hundred US\$).

3.6. Maintenance of acceptable credit and adequate assurance of payment, are conditions for the commencement and continuation of provision of the Services by CARRIER ONE. During the course of the agreement CARRIER ONE may, at its discretion, require a cash deposit or other form of security acceptable to

CARRIER ONE (e.g., prepayment or Letter of Credit) to ensure the payment of Usage Charges (the "Security"). Failure of Company to provide Security requested within two (2) business days of CARRIER ONE's request shall be a material breach of Company's obligations under this Agreement and shall entitle CARRIER ONE to all remedies it would have for nonpayment of an undisputed amount due. CARRIER ONE will have the right to draw upon the Security to collect undisputed Usage Charges owed by Company in the event that payment of undisputed charges in full is not received by the Due Date. All Security remaining after the termination of this Agreement shall be refunded, without interest unless obligated by law to do so, within fifteen (15) business days of the settlement and the final payment of all sums due and owing.

3.7. All charges for Services are net of Applicable Tax(es) (as defined below). Except for taxes based on CARRIER ONE's net income, Company will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Services (collectively "Applicable Taxes"). If Company is entitled to an exemption from any Applicable Taxes, Company is responsible for presenting CARRIER ONE with a valid exemption certificate (in a form reasonably acceptable to CARRIER ONE). CARRIER ONE will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by CARRIER ONE following CARRIER ONE's receipt of such exemption certificate. Company agrees to indemnify, defend and hold harmless CARRIER ONE from any liability or expense associated with Applicable Taxes including any interest and/or penalties related thereto.

3.8. Company expressly acknowledges and agrees that they shall make payment in full to CARRIER ONE for all Services provided by CARRIER ONE pursuant to this Agreement and properly billed to Company, whether authorized or not. Company shall be responsible for all costs, expenses, claims or actions arising from fraud connected with use of the Services ordered by Company. Company shall not be excused from paying CARRIER ONE for any Services provided to Company or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. CARRIER ONE reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable laws, rules, and regulations. Company shall not use and shall not permit others to use the Services in a manner that could interfere with Services provided to others or that could harm the facilities of CARRIER ONE or others. CARRIER ONE may, without liability, take immediate action including, but not limited to, interruption of all Company's traffic without notice, to prevent or terminate such activities.

3.9. Except for amounts disputed by Company in accordance with this Agreement, in the event payment in full is not received by CARRIER ONE on or before the Due Date and Company fails to remedy such nonpayment within two (2) business days of written notice, CARRIER ONE shall have the right to; (i) immediately place any pending Service Schedules or Orders on hold; (ii) draw on any Security and (iii) terminate this Agreement. Notwithstanding the foregoing, upon nonpayment on the part of Company for all undisputed charges by the Due Date CARRIER ONE may, at its sole discretion, suspend service to Company immediately. Suspension of Service, Termination of Service Schedules or Orders or Termination of this Agreement shall not excuse Company from its obligation to pay for the Services remaining due. Notwithstanding any suspension or termination, Company shall remain liable for all charges incurred by CARRIER ONE to its suppliers and other third parties for the provision or disconnection of Service to CARRIER ONE.

4. Responsibilities for Operations and End Users

4.1. Company shall accept all responsibility for all interaction and interface with its End Users and shall be solely responsible for End User solicitation, service requests, creditworthiness, customer service, billing and collection. Company remains responsible for compliance with all terms and conditions of this MSA, Schedules and Service Orders, including but not limited to payment of all charges for Services furnished to Company or to its End Users, regardless of any use, misuse or abuse of Company's service or equipment by third parties, that Company's or End User's employees or the public and regardless of Company's ability to charge or collect for the Services. CARRIER ONE shall have no liability to Company's End Users under this Agreement.

4.2. Each Party shall not use the other Party's name, trademark(s), tradename(s), service mark(s) or logo(s) without the express written permission of the other Party.

4.3. Each Party agrees that its use of the Services shall be in accordance and comply with all applicable laws, regulations, and rules. Further, Each Party represents and warrants that it has obtained all approvals, consents and authorizations necessary to conduct its business.

5. Suspension and Termination

5.1. Other than for non-payment, which default and the non-defaulting Party's rights are outlined in section 3.8, the following listed below in 5.1.1 and 5.1.2 are considered to be events of default and give CARRIER ONE the right to immediately (i) suspend Service; (ii) place any pending Service Schedules or Orders on hold; and (iii) terminate this Agreement:

5.1.1. A bankruptcy petition is filed by or against Company; or (ii) Company dissolves or discontinues business operations; or (iii) Company fails to comply in all material respects with any foreign, national, state, provincial or local law or regulation applicable to Company's use or resale of the Services; or (iv) Company or its End Users commit or CARRIER ONE reasonably believes that Company will commit an illegal act relating to the subject matter of this Agreement; or (v) Company is unable to obtain or maintain any domestic or foreign governmental license, waiver, consent, registration or approval required to provide or to use the Services; (vi) an event requiring interruption or termination to prevent or protect against fraud or otherwise protect CARRIER ONE's personnel, agents, facilities or services; or (vii) a law or regulatory action prohibits or substantially impairs or makes impractical the Services' use or provision or;

5.1.2. If Company commits any other material breach of any of the terms of this MSA, Schedules, Attachments or Service Orders and fails to remedy such breach within thirty (30) calendar days of written notice.

5.2. If CARRIER ONE commits any material breach of any of the terms of this MSA, Schedules, Attachments or Service Orders and fails to remedy such breach within thirty (30) calendar days of written notice, Company may terminate this Agreement without incurring liability other than to pay for services provided to the date of termination.

5.3. All notices of default shall set forth the specifics of the alleged default in sufficient specificity to allow the noticed party a reasonable opportunity to cure the default. Suspension of Service, Termination of Service Schedules or Orders or Termination of this Agreement shall not excuse Company from its obligation to pay for the Services. Notwithstanding any suspension or termination, Company shall remain liable for all charges incurred by it to any of CARRIER ONE's suppliers and other third parties for the provision or disconnection of Service. In the event of a termination by CARRIER ONE under this section, termination of this Agreement and refund of any amount paid or billed for Services affected by the default will be Company's sole remedies.

5.4. If this Agreement or any Service Schedule or Order is terminated for any reason other than Company's uncured default or as specifically allowed by this Agreement before the expiration of the initial or any subsequent term, Company shall pay to CARRIER ONE an amount equal to the sum of (i) all billed and unbilled charges which Company has not paid at the time of termination and (ii) the monthly recurring charges, if any, specified in any active Service Schedule Attachment or Service Order at the time of termination multiplied by the number of months remaining in the applicable Service Schedule or Order Term. The Parties agree that the actual damages in the event of a termination would be difficult or impossible to ascertain, and that the charges described in this Section are intended to establish liquidated damages only and are not intended as penalties.

6. Limitation of Liability & Warranties

6.1. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT OR ANY FAILURE OF THE SERVICES, WHATSOEVER, CARRIER ONE NOR ANY OF ITS SUPPLIERS SHALL BE LIABLE TO COMPANY OR OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OR ANY KIND OR NATURE WHATSOEVER, EVEN IF CARRIER ONE OR THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORSEEABLE.

6.2. CARRIER ONE MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OR ITS PERFORMANCE UNDER THIS AGREEMENT OR THE ATTACHED SERVICE SCHEDULES. CARRIER ONE DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY THIRD PARTY SERVICE.

6.3. Force Majeure. Neither Party will be liable to the other Party for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an event (other than a failure to comply with payment obligations) beyond the reasonable control of the Party, whether foreseen or unforeseen. Acts and events deemed to be Force Majeure Events include but are not limited to: act of God, fire, flood, labor strike, sabotage, fiber cut, material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore, war or civil disorder, earthquake, hurricane, tornado or terrorist act. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event.

7. Indemnification

7.1. Each Party shall defend, indemnify and hold harmless the other Party and their respective officers, directors, employees, suppliers, licensors, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of or relating to claims, complaint, action, proceeding or suit of a third party (including any investigation by a governmental agency or authority), that arise or relate in whole or part to (i) the gross negligence or willful misconduct of the indemnifying Party, its employees, agents, contractors, licensors or suppliers or (ii) the resale of the Services by the indemnifying Party.

7.2. The indemnified party promptly shall notify the indemnifying party of any claims that are subject to indemnification. The indemnified party shall have the right, at its own expense, to participate either directly or through counsel in any litigation or settlement negotiations. The indemnified party shall provide reasonable assistance and cooperation in such defense at the indemnifying party's expense. The indemnifying party shall not agree to any settlement without the written consent of the indemnified party and such consent shall not be unreasonably withheld. The indemnification provided herein shall survive the termination of this Agreement.

8. Proprietary Information

Each party agrees to maintain in strict confidence the terms and conditions, including pricing, contained in this MSA, Service Schedule, Attachment or any Service Order and all plans, designs, drawings, trade secrets, business and other proprietary information of the other party which is disclosed pursuant to this Agreement. Neither party shall disclose to any third party such confidential information without the express written consent of the other. No obligation of confidentiality shall apply to disclosed information which the recipient (i) already possessed without obligation of confidentiality, or (ii) develops independently, or (iii) rightfully receives without obligation of confidentiality from a third party, or (iv) must disclose due to reasons prescribed by law or due to court or official orders. The recipient shall immediately notify the other party of any disclosures made pursuant to this Section. Each party acknowledges that a breach or threatened breach of this Section may cause irreparable harm, which cannot be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Party that threatened to make or made the unauthorized disclosure consents to equitable relief, including temporary restraining orders or preliminary or permanent injunctions, in addition to any other remedies that the Party to which the Proprietary Information belongs is entitled.

9. Notice and Payment Information

9.1. All notices **other than for Billing or Rates** required or given under this Agreement shall be directed to each Party at the addresses set forth below. Such notices shall be deemed delivered (i) upon delivery (which can be confirmed) if sent by a recognized courier service; or (ii) the next business day when sent by facsimile (with a hard copy sent by mail) and sending Party's receipt of a transmission confirmation or (iii) when sent by confirmed email.

9.2. Each Party shall promptly notify the other Party, in writing, of any changes to its notice, contact or banking information.

10. Arbitration

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Therefore, except for action seeking a temporary restraining order or an injunction relating to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

At the written request of either Party, each Party will appoint a knowledgeable representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The representatives shall have the discretion to determine the location, format, frequency and duration of their negotiations, and to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. All discussions and correspondence among the representatives shall be treated as confidential information developed for the purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the agreement of the Parties.

If the negotiations do not resolve the dispute within forty-five (45) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator experienced in the matters at issue and selected by the Parties in accordance with the rules of the American Arbitration Association ("AAA").

The arbitration proceedings shall be confidential. Neither Party shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other Party in the arbitration proceedings or about the existence, contents or results of the arbitration award without the prior written consent of such other Party except in the course of a judicial, regulatory or arbitration proceeding or as may be requested by a governmental authority. Before making any disclosure permitted by the preceding sentence, the Party intending to make such disclosure shall give the other Party reasonable written notice of the intended disclosure and afford the other Party a reasonable opportunity to protect its interests as to confidentiality.

The Parties agree that the arbitration shall proceed *ex-parte* in the event that a Party, after being duly notified refuses to participate in the arbitration. The decision of the arbitrator will be final and may not be appealed. The arbitrator shall not act as *amiables compositeurs* or *ex aequo et bono*. Judgment on the arbitrator award may be entered by any court of competent jurisdiction including, but not limited to, any court that has jurisdiction over either of the Parties or any of their assets. The prevailing Party shall be entitled to reasonable costs and attorney's fees.

11. Waiver and Amendment

The failure of either party to enforce any provision hereof on one or more occasions shall not constitute the permanent waiver of such provision. No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the

Party claimed to have waived or consented. Any addition, deletion or modification to this Agreement shall not be binding on either Party except by written amendment executed by authorized representatives of both Parties.

12. Interpretation

No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement.

13. Choice of Law

This Agreement shall, in all respects, be governed by and construed and enforced in accordance with State of Wyoming and United States law excluding any conflict of law rules that would refer the matter to be decided by the laws of another jurisdiction. The UN Convention on the International Sales of Goods shall not apply. For valuable consideration, both Parties acknowledge and agree that any action to enforce or interpret the terms of this Agreement or relating to the Services to be provided by the Parties shall be instituted and maintained only in the Wyoming court. The Parties hereby consent to the jurisdiction and venue of such court and waive any objection to such jurisdiction and venue.

Notwithstanding the foregoing, in the case of a suit to collect past due payments, the Parties agree that CARRIER ONE may, in its sole discretion, bring suit in the courts of any jurisdiction where Company does business or has assets, and Company hereby consents to such jurisdiction.

14. Integration

This MSA, Service Schedules, Attachments and Service Orders supercede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this MSA, Service Schedules, Attachments and Service Orders relied upon by either Party hereto, whether written or oral. No statement or agreement, written or oral, made before execution of this MSA or any respective Service Schedule, Attachment or Service Order shall vary or modify the written terms hereof in any way whatsoever.

15. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be deemed original signatures.

16. Survival

No termination of this Agreement shall affect the rights or obligations of either Party: (i) with respect to any payment for Services rendered before termination; (ii) liability for charges incurred by a Party to third parties for the provision of Services to the other Party or (iii) pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, including without limitation, indemnification, limitation of liability, confidentiality, governing law and forum selection.

17. Severability

If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then both Parties shall be relieved of all obligations arising under

such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.

18. Assignment

Neither Party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. However, either Party may assign the Agreement to any entity controlled by, under the same control as, or controlling said Party and in connection with any merger, consolidation, recapitalization or reorganization, involving in each case the sale of all or substantially all of the capital stock or assets of such Party or any parent, subsidiary or commonly-owned corporation of such Party without the other Party's consent, provided that (a) the assigning Party has paid all outstanding invoices in full, (b) the assigning Party promptly notifies the other Party of such assignment or transfer, and (c) the assignee agrees to be bound by the terms of this Agreement. Any such assignment or transfer of a Party's rights or obligations without the other Party's consent or as permitted above shall constitute a default of a material obligation. Notwithstanding the foregoing, CARRIER ONE may assign financial interest in this agreement at its sole discretion.

19. Business Relationship

This Agreement shall not create any agency, employment, joint venture, partnership or fiduciary relationship between the Parties. Neither Party shall have the authority to, nor shall either Party attempt to, create any obligation on behalf of the other Party.

20. No Third Party Beneficiaries

This Agreement shall be binding upon the Parties, their successors, and assigns. The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a Party to this Agreement, including, without limitation, a Party's Affiliates and End Users. "End User(s)" mean a Party's end-users or customers or any other third parties who utilize or access the Services.

21. System Maintenance

In the event CARRIER ONE determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, CARRIER ONE will use good faith efforts to notify Company prior to the performance of such maintenance and will schedule such maintenance during non-peak hours. In no event shall interruption for system maintenance constitute failure of performance by CARRIER ONE.

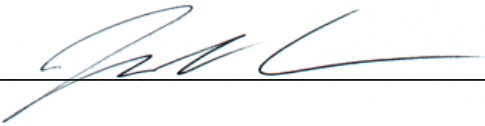
22. Costs and Attorneys' Fees

If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement or the Services, the prevailing Party shall be entitled to recover reasonable attorney's fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief to which such Party may be entitled.

23. Authorization

The Parties represent and warrant that (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which a Party is bound or affected.

CARRIER ONE INC.

By: 

Name: Justin Hannah

Title: President

Date: 5/19/2025

eMail: justin@carrierone.com

COMPANY

By: 

Name: Franklin Zigang Zhang

Title: Managing Member

Date: May 19, 2025

eMail: franklin@ftsv.net

ATTACHMENT A

Service: Domestic and/or International VoIP Call Termination, DID Call Origination

Rates: See the per-minute Rates set forth in the Attachments or Service Orders, attached hereto and made a part hereof. If not attached, such Rates will be provided via email and are made a part hereof.

- Billing:**
- i. Services shall be charged on a per-call basis.
 - ii. Services providing termination to the Canada and the United States shall incur a six (6) second minimum per call plus additional billing increments of six (6) seconds unless otherwise specified in a Rate Addendum.
 - iii. Services providing Short Duration termination to the Canada/USA and to all other destinations shall incur a six (6) second minimum per call plus additional billing increments of six (6) seconds. In order to keep SDC under 10% and avoid underlying carrier penalty, short calls may be extended up to twelve (12) seconds.
 - iv. Services providing termination to all other destinations, shall incur a one (1) second minimum per call plus additional billing increments of one (1) second unless otherwise specified in a Rate Addendum.
 - v. Services providing termination within Gambia shall incur a sixty (60) second minimum per call plus additional billing increments of one (1) seconds.
 - vi. Services providing termination within Mexico, Cook Islands, Haiti, Kiribati, Nauru, New Caledonia, Niue Island, Papua New Guinea, Suriname, Tokelau, Tonga, Vanuatu, Western Samoa, French Polynesia, American Samoa shall incur a sixty (60) second minimum per call plus additional billing increments of sixty (60) seconds.

- Rate Changes:**
- i. Rates for Services providing termination within Canada and the United States are subject to change upon seven (7) calendar days notice.
 - ii. International rates and charges, including Mexico, are subject to change upon seven (7) calendar days notice. Service availability is subject to the availability of facilities to and in the particular countries.
 - iii. CARRIER ONE may add or remove dial codes upon seven (7) days notice. A code which has been modified under this provision will not be modified or reintroduced until the next full rate update.