



CARRIER MASTER SERVICE AGREEMENT

THIS CARRIER SERVICE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20____ (the “Effective Date”), between **ALL ACCESS TELECOM, INC.**, a New York Company having a business address at 771 E. Hwy 80, Suite 201., Forney, TX 75126 (hereinafter “**ALL ACCESS** ”); and _____ a _____ entity having a business address at _____ (hereinafter the “Customer”). **ALL ACCESS** and Customer are collectively referred to herein as the “Parties” and individually as “Party”.

WITNESSETH AND DEFINITIONS:

“**ALL ACCESS**” is in the business of providing wholesale SIP-based VOIP services. Customer desires to purchase from **ALL ACCESS** and **ALL ACCESS** desires to sell to customer, wholesale VOIP services, in accordance with the terms and conditions set forth in this Agreement as well as defined in FCC document 47CFR64.702.

“Service” shall mean those services described in the attached relevant Attachment(s) incorporated herein by reference.

“Service Date” shall mean the date of completion of provisioning and testing of the Services; which date will be notified to the Customer by **ALL ACCESS**.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **DESCRIPTION OF SERVICES:** **ALL ACCESS** either directly or through its affiliates or underlying carriers, shall provide the Services, and Customer shall purchase and utilize the Services per the terms and conditions of this Agreement. The Parties may, by mutual agreement, add and incorporate additional services by executing additional Attachment(s) and incorporating them herein.
2. **TERM:** This Agreement shall commence on the Effective Date and shall continue for an initial term (“Term”) of twelve (12) months from the Service Date and thereafter shall automatically renew for equivalent successive renewal Terms unless terminated by either Party pursuant to this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement or any Services provided thereunder at any time during the Term, or any renewal thereof, by providing a thirty (30) day prior written notice of termination to the other Party. The term of each specific Service shall be set forth in the attached relevant Attachment(s) hereto but in any event it is understood and agreed that the terms of this Agreement shall at all times govern the provision of Services by **ALL ACCESS**. In the event of early termination or cancellation, Customer shall remain fully liable to **ALL ACCESS** for the Minimum Commitment for the remainder of the term of this Agreement, or any renewal term if applicable, as well as any charges due and owing to **ALL ACCESS**, including but not limited to local loop charges, equipment lease and other related to customer connection to **ALL ACCESS** network.
3. **OPERATIONAL MATTERS:** Where applicable, the Customer shall be responsible for connecting to the **ALL ACCESS** VOIP network and the Customer shall be responsible for procuring, at its own expense, the necessary facilities or equipment required to interconnect to such locations. **ALL ACCESS** will endeavor to provide the Services on the Service Date and the Customer shall be solely responsible for coordinating the provisioning of its respective matching facilities and/or equipment (where applicable) by the Service Date. The Parties shall coordinate the management of their respective system facilities, with each Party being responsible for providing and operating, at its own expense, its respective network facilities. The Parties also shall interface on a 24 hours/7 days a week basis to assist each other with the isolation and repair of any facility faults in their respective networks.

THE SERVICE IS PROVIDED TO CUSTOMER “AS IS”. THE PARTIES AGREE THAT NOTWITHSTANDING ANYTHING CONTAINED IN OR IMPLIED BY THIS AGREEMENT TO THE CONTRARY, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE SERVICES OR **ALL ACCESS** SYSTEMS, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **ALL ACCESS** DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR IN **ALL ACCESS** SYSTEMS WILL MEET CUSTOMER’S REQUIREMENTS, OR WILL OPERATE

IN THE MANNER DESIRED BY CUSTOMER, OR THAT THE SERVICES OR **ALL ACCESS** SYSTEMS WILL BE ERROR FREE, OR FREE FROM UNAUTHORIZED INTRUSION.

UNDER NO CIRCUMSTANCES SHALL **ALL ACCESS** LIABILITY TO CUSTOMER HEREUNDER EXCEED *THE LESSER OF* (1) CUSTOMER'S ACTUAL DAMAGES, (2) THE AVERAGE MONTHLY USAGE CHARGES PAID BY CUSTOMER FOR THE PARTICULAR SERVICE TO WHICH THE CLAIM PERTAINS (THE "AFFECTED SERVICE"), CALCULATED FROM COMMENCEMENT OF THE AFFECTED SERVICE TO THE DATE A CLAIM IS MADE, OR (3) \$5,000.00.

CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS AND DISCLAIMERS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

4. **PRICING, BILLING and CAPS:** For the Services provided pursuant to this Agreement, Customer shall pay **ALL ACCESS** per the pricing and provisions set forth in the attached relevant Attachment(s). **ALL ACCESS** in its sole discretion may amend the Attachment(s) from time to time and such amendments shall become effective SEVEN (7) days after notice to Customer. **ALL ACCESS** shall provide a weekly invoice for the Services and the invoiced amounts shall be due and payable by Customer in U.S. Dollars in immediately available funds on or before the third day following the date of the invoice, counting the date of the invoice OR as specified by the Payment Terms on Attachment 2. As an example, the week billed will be from Monday at 12:00am to Sunday 11:59 p.m. Eastern Standard Time. The invoice covering that week will be sent on the Monday that immediately follows the end of the week. Payment by Customer will be required on or before the Wednesday following the billing date. Service can be suspended if payment is not received on or before the due date without liability to Customer. Customer agrees to accept delivery of invoices via electronic mail to the email address designated below:

Customer Invoice Submittal Email:

Customer hereby agrees to remit payment via Automated Clearinghouse ("ACH") or wire transfer to the following coordinates:

ACH/Wire Transactions:

Bank Routing: 111017979

ACCOUNT NO. 3111031039

Bank Name: Texas Capital Bank

One Riverway, Suite 2100 Houston, Texas 77056

Account Name: All Access Telecom, Inc.

Account Address: 771 E. US Highway 80, Suite 201 Forney, Texas 75126

Customer further agrees to remit payment to such other bank or account as **ALL ACCESS** may in writing direct Customer to remit payment.

ALL ACCESS may provide rates on a NPA-NXX or LATA/OCN basis, however, for billing purposes all calls will be rated and billed based upon Local Routing Number (LRN).

In no event shall **ALL ACCESS** be liable for the fraudulent or illegal use of the Services by any customers or end-users of Customer, or for any amounts that Customer is unable to collect from its customers, end users or others. All billing inquiries or if Customer in good faith disputes any invoiced amount, it shall be submitted via email to billing@allaccesstelecom.com within thirty (30) days following receipt of such disputed invoice the written documentation identifying the disputed invoiced amounts. It should include **ALL ACCESS** -supplied Call Detail Records (CDR) for the disputed calls and the reason for the dispute. The Parties shall investigate the disputed invoiced amounts and upon mutual agreement, **ALL ACCESS** may issue a credit against future invoices. Failure to contest a charge within thirty days (30) days of the date of the invoice will create an irrefutable presumption of the correctness of the charge, absent manifest error, defined as a clerical error obvious to both parties. Any amounts due hereunder that are not paid when due shall accrue interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum amount allowable by law, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full. Further, **ALL ACCESS** shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer by **ALL ACCESS** or any of its affiliates pursuant to any other agreement or arrangement. **ALL ACCESS** may make billing adjustments for **ALL ACCESS** Services for a period of sixty (60) calendar days after the date a Service is rendered, and for Third Party Services at any time within two (2) months of **ALL ACCESS** receipt of any invoice from the Third Party Provider (defined in Section 17

below), or any other timeframe allowed by contract, law, or government rule or regulation, whichever is later. **ALL ACCESS** may, at any time and from time to time, at its option establish such commercially reasonable usage limits for Customer as **ALL ACCESS** may in its reasonable discretion determine to be appropriate. **ALL ACCESS** may also establish reasonable usage limits at any time if the Customer's financial condition cannot be verified or Customer is not reasonably creditworthy. If Customer exceeds any reasonable usage limit established pursuant to this Agreement, **ALL ACCESS** may immediately, and without incurring any liability, restrict, suspend, or discontinue providing the Service. All calculations of Customer's usage shall include both billed and unbilled charges as well as all amounts in dispute.

5. **SECURITY DEPOSIT:** On or before the Effective Date (but in any case prior to the Service Date) Customer shall provide **ALL ACCESS** with a security deposit ("Deposit") as set forth in the attached relevant Attachment(s) hereto for measured services, which shall be based on amounts equal to seven (7)- day anticipated usage, at **ALL ACCESS**'s discretion. **ALL ACCESS** may draw upon the Deposit at any time to recover any amounts due and unpaid, in which case Customer shall immediately replenish the Deposit to its prior value. **ALL ACCESS** shall not waive any of its rights or remedies by drawing upon the Deposit to recover overdue or unpaid amounts. In the event that **ALL ACCESS** draws upon the Deposit, it may suspend the provision of Services until Customer replenishes the Deposit to its original value. If at any time, Customer's payment history is or becomes unacceptable to **ALL ACCESS**, **ALL ACCESS** may require that Customer provide, modify, or increase the amount or form of the Deposit. The Customer shall have twenty-four (24) hours from the receipt of **ALL ACCESS** written request to comply with this request, and if Customer fails to do so, **ALL ACCESS** may immediately suspend the delivery of Services and/or terminate this Agreement without further notice or demand.
6. **NET OF TAXES:** All Services pricing and other charges due hereunder are exclusive of all applicable taxes, including value added tax, sales taxes, duties, levies and universal service fund fees imposed by any authority, government or government agency, the payment of which shall be the sole responsibility of Customer, and Customer agrees to indemnify and hold **ALL ACCESS** harmless from any liability therefore.
7. **TERMINATION:** In addition to any other rights at law or in equity, or those stated elsewhere in this Agreement, **ALL ACCESS** may immediately suspend the delivery of Services and/or terminate this Agreement in the event that Customer (i) fails to provide a Deposit as required in this Agreement; (ii) fails to make payment for prepaid domestic US service then due without any notice or fails to make payment for other measured services when due; (iii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature;(iv) for Customer's lack of use: on written notice to Customer by **ALL ACCESS** or (vi) commits a breach of any of the terms of this Agreement (other than a breach of the Deposit or payment obligation as addressed in (i) and (ii) above) and fails to remedy such breach within three (3) days after receipt of written notice thereof from **ALL ACCESS**. In the event of any termination of this Agreement, Customer shall pay **ALL ACCESS** for all Services rendered through and including the date of termination, in addition to any other charges established by this Agreement. **ALL ACCESS** reserves the right to back-bill at any time for any possible access or reciprocal compensation fees should those arise. In the case of early termination of the fixed term pursuant to this other than a material breach solely attributable to **ALL ACCESS**, Customer shall remain liable to **ALL ACCESS** monthly charges or minimum commitments for the remainder of the then-current Term, in addition to any other charges established by this Agreement. Customer understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with **ALL ACCESS** and/or its affiliates and understands and agrees that such breach shall authorize **ALL ACCESS** and/or any of its affiliates to immediately suspend performance under, and/or terminate, said agreements with Customer for default if such breach(es) have not been cured within the time provided for in this Agreement.
8. **CANCELLATION FOR CAUSE BY ALL ACCESS:** **ALL ACCESS** may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if **ALL ACCESS** deems, in its sole discretion, that such action is necessary to prevent or to protect against use of automatic dialers, short duration calls, fax blasting, fraud, tricks, tampering, schemes, false or invalid numbers, false credit devices, electronic devices, or any other fraudulent means or devices or to otherwise protect its personnel, agents, facilities or services or to protect against actual or potential adverse financial effect. **ALL ACCESS** may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if Customer refuses to furnish information to **ALL ACCESS** regarding the Customer's creditworthiness, its past or current use of **ALL ACCESS**'s communications Services, the jurisdictional nature or characteristics of the Services or its planned use of Service(s). **ALL ACCESS** may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability, immediately and without notice if Customer provides false information to **ALL ACCESS** regarding the Customer's identity, address, creditworthiness, past or current use **ALL ACCESS**'s communications Services, jurisdictional nature or characteristics of the Services or its planned use of Service(s).

9. **LIMITATION OF LIABILITY:** Customer acknowledges that **ALL ACCESS** has no control over how a foreign administration or third party carrier establishes its own rules and conditions pertaining to telecommunications services. Customer agrees that **ALL ACCESS**, its directors, officers, employees and agents shall not be liable for any loss or damage sustained by Customer, its interconnecting carriers, its customers or its end users, among other individuals and entities, due to any failure in or breakdown of the communication facilities associated with providing the Services, for any delay, interruption or degradation of the Services, whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Agreement. Customer shall remain solely responsible for any and all charges and damages arising out of any conduct described in this section, and shall indemnify **ALL ACCESS**, and hold and save **ALL ACCESS** harmless, for and from any and all such charges and damages.
10. **LIMITATION OF ALL ACCESS TELECOM'S LIABILITY FOR MISUSE OF CUSTOMER'S SERVICE:** **ALL ACCESS** shall not be liable at all for the use, misuse, or abuse of a Customer's Service or Customer's facilities by Customer, Customer's agents or employees, or third parties including, without limitation, members of the public. For example, **ALL ACCESS** is not liable for any damages, including any damages for claims brought due to a Customer's violation of **ALL ACCESS's** Acceptable Use Policy or toll usage charges, the Customer may incur as a result of the unauthorized placement of calls (i) from the Customer's premises; (ii) through Customer-provided equipment that are transmitted or carried on the **ALL ACCESS** network; (iii) to Customer's Toll Free Prefixes in error, and (iv) otherwise using Customer's Services. **ALL ACCESS** may work with Customer, if requested, to recommend possible solutions to reduce unauthorized use of the Services and Customer's facilities. **ALL ACCESS** does not, however, warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, the Service and its own communications facilities. Customer shall remain solely responsible for any and all charges and damages arising out of any conduct described in this section, and shall indemnify **ALL ACCESS**, and hold and save **ALL ACCESS** harmless, for and from any and all such charges and damages.
11. **COOPERATION:** Customer agrees that, if another carrier and/or regulatory agency determine that it is necessary to audit the traffic which is the subject of the Agreement, Customer will cooperate in any such investigation. In addition, to the extent any third party attempts to recover access charges or reciprocal compensation charges from **ALL ACCESS** as a result of such audit/investigation, Customer agrees that it will compensate and indemnify **ALL ACCESS** for, and shall hold and save **ALL ACCESS** harmless from, any and all costs and charges resulting from such third party actions. This does not prohibit Customer from challenging charges assessed by the third party or the classification of its traffic being subject to access charges.
12. **REGULATORY and LEGAL COMPLIANCE:** The rates set forth in this Agreement are subject to the imposition of new regulations, modification of existing regulation, new interpretation, application or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state, and/or local regulatory agency, legislative body, or court of competent jurisdiction, including, without limitation, the imposition of any charges (such as USF charges), surcharges, and/or taxes in reliance on, or as a result of, the same (collectively, "Regulatory Activity"). **ALL ACCESS** reserves the right, at any time, (i) to pass through to Customer all, or a portion of, any charges, surcharges, or taxes directly or indirectly related to such Regulatory Activity; and/or (ii) modify the rates and/or other terms and conditions of this Agreement to reflect the impact of such Regulatory Activity, including, without limitation, the impact of any actions by third parties in connection with such Regulatory Activity.
13. **ASSIGNMENT:** This Agreement is personal to the Parties and may not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; except that **ALL ACCESS** may assign this Agreement without consent to any affiliated entity, sister company or successor in interest, whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise. Except as provided herein, any assignment in contravention of the above shall be void and ineffective.
14. **TELEMARKETING TRAFFIC:** **ALL ACCESS** does not accept for termination any dialer –originated telemarketing traffic or any fax broadcasts, including any traffic that would violate the Telephone Consumer Protection Act ("TCPA"), which prohibits the sending of facsimile advertisements without the prior consent of the recipient. Customer agrees not to contract with end-users without prohibiting the use of this Service for such traffic.
15. **TRAFFIC CONTROL BY CUSTOMER:** In addition to any other terms and conditions of this Agreement, Customer shall bear the following responsibilities in connection with **ALL ACCESS's** provision to Customer of Service:
- (i) Customer shall manage the including, without limitation, integrity of the traffic egressing Customer's network;
 - (ii) Customer shall manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect **ALL ACCESS** or its network; and,

(iii) Customer shall use best efforts to prevent and detect network looping.

In the event that Customer fails to comply with the requirements described above, (1) **ALL ACCESS** shall have the right (but not the obligation) to take protective action against Customer in order to protect **ALL ACCESS's** egress network which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in **ALL ACCESS's** reasonable discretion).

16. **FORCE MAJEURE:** No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement (other than any payment obligation) shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, an act of Government, any cause reasonably beyond the control of a Party, or any other circumstance commonly known as force majeure.
17. **PUBLICITY, CONFIDENTIALITY:** Each Party shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other Party hereto, provided such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (e.g., customer or cost data). For purposes of this Article, this Agreement and all of its Attachments shall be considered "Confidential". Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Confidential Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party is already publicly available through no breach of this Agreement or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify and obtain consent from the disclosing Party of this required disclosure. **ALL ACCESS** may also disclose this Agreement without Attachments to the extent necessary to enforce its rights in court. Each Party acknowledges that its breach or threatened breach of this Section may cause the Disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available and appropriate remedy in addition to any legal remedies to which the Disclosing Party may be entitled. At the request of the Disclosing Party upon termination of this Agreement or at any time or from time to time thereafter, the Receiving Party shall, as promptly as practicable and in all cases within five (5) days of such request, deliver to Disclosing Party all Confidential Information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control.
18. **DISCLOSURE:** Without obtaining the prior written consent of the other Party hereto, a Party shall not (i) refer to itself as an authorized representative of the other Party in promotional, advertising or other materials; (ii) use the other Party's logos, trademarks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or (iii) release any public announcements referring to the other Party or this Agreement without first having obtained said Party's prior written consent. Notwithstanding the foregoing, **ALL ACCESS** is hereby expressly authorized to identify Customer as its customer for Services for the limited purpose of the periodic issuance of marketing and/or publicity announcements.
19. **NOTICES:** All notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the address indicated in the caption of this Agreement or as otherwise stated in the relevant Attachment hereto. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the third business day following the mailing or sending thereof. Notices sent by facsimile or electronic mail shall be conclusively deemed to have been received when the delivery confirmation is received. Any notice of change of address shall be deemed to be received only when actually received.

If to All Access Telecom, Inc.:

All Access Telecom, Inc.
Attn: Lamar Carter, President
771 E. US Hwy 80, Suite 201
Forney, Texas 75126
Email: notices@allaccesstelecom.com
Phone: 214-584-6700
Fax: 214-594-2280

If to Customer:

Company Name

Attn:

Address:

Email:

Fax:

- 20. COMPLIANCE WITH LAWS:** (a) This Agreement and its continuance hereof is contingent upon the obtaining and the continuance of such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Parties, and the Parties shall use commercially reasonable efforts to obtain and continue same in full force and effect. (b) Customer shall not use the Services in any manner or for any purpose that constitutes a violation of applicable laws in any jurisdiction in which the Services are being provided and shall indemnify **ALL ACCESS** against, and hold and save it harmless from, any such unlawful use of the Services. (c) Customer shall be solely responsible for complying with all laws, rules and regulations concerning the delivery of 911 and E911 service to its customers and to end-users, and shall indemnify **ALL ACCESS** against, and hold and save it harmless from, any violation of such laws, rules and regulations; (d) In addition to the other requirements of this paragraph, CANADIAN CUSTOMERS specifically agree to comply with the directions set forth in Paragraphs 93, 94 and 98 of CRTC Decision 2005-21 (“Emergency Service Obligations for Local VoIP Service Providers”), paragraphs 52 and 68 of Telecom Decision CRTC 2006.5 (“VoIP 911 Call Routing”), as well as the requirements of CRTC Decision 2007-44 (“Routing of Fixed/Non-Native and Nomadic VoIP 9-1-1 Calls To PSAPS”).
- 21. SEVERABILITY AND WAIVER:** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. No waiver by either Party to any provisions of this Agreement shall be binding unless made in writing.
- 22. RELATIONSHIP OF THE PARTIES:** The relationship between the Parties shall not be that of partners, and nothing herein contained shall be deemed to constitute a partnership between them, a joint venture, or a merger of their assets or their fiscal or other liabilities or undertakings. Neither Party shall have the right to bind the other Party, except as expressly provided for herein. This Agreement is non-exclusive. Nothing in this Agreement shall be deemed to prevent either Party from entering into an agreement or negotiation of any kind or nature with third parties. All persons employed by either Party in connection with the Services provided under this Agreement shall be considered employees or agents of such party only, and shall in no way, either directly or indirectly, be considered employees or agents of the other Party.
- 23. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Texas, without reference to its principles of conflict of laws. Customer irrevocably consents and submits to personal jurisdiction in the state courts in Kaufman County, Texas, and the U.S. District Court for the Northern District of Texas, for all matters arising under this Agreement. In the event an action is brought or an attorney is retained by **ALL ACCESS** to enforce the terms of this Agreement or to collect any moneys due hereunder, **ALL ACCESS** will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.
- 24. WAIVER OF TRIAL BY JURY:** The Parties hereto hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement or arising out of, under, or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any Party hereto. This provision is a material inducement for **ALL ACCESS** and Customer entering into the subject transaction.
- 25. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.
- 26. ENTIRE AGREEMENT:** This Agreement, including the relevant Attachments hereto, represents the entire understanding between the Parties and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of

reference and shall not affect its construction or interpretation. In the event of any conflict, inconsistency or ambiguity between the provisions of this Agreement, any Attachment and/or the Tariffs, the interpretation shall be resolved by giving precedence to such documents in the following descending order: (a) the Attachments; (b) the Agreement; (c) the Tariffs. **ALL ACCESS** reserves the right to cancel or amend this Agreement at any time with a thirty (30)-day written notice.

27. CONSTRUCTION OF CONTRACT: The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either party on the basis of authorship of this Agreement.

28. AUTHORITY TO CONTRACT: The signatory to this Agreement on behalf of Customer represents and warrants that he/she has full capacity and authority to enter into this Agreement on behalf of Customer, and that he/she has taken all steps necessary to obtain and achieve said authority. To the extent that such authority is found wanting by a court, he/she agrees to immediately take all steps necessary to obtain and achieve said authority, and that until he/she does so, he/she will remain personally liable for all obligations contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, or caused this Agreement to be executed in duplicate by a duly authorized officer, as of the date first above written.

ALL ACCESS TELECOM, INC.

CUSTOMER NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____