

Cloud Phone System Stand Terms and Conditions of Service

This Global Call Cloud Phone System Service (“GLOBAL CALL CLOUD PHONE SYSTEM”) Terms of Service (the “Agreement”) govern the access to and use of the GLOBAL CALL CLOUD PHONE SYSTEM by each person or entity accessing or using the GLOBAL CALL CLOUD PHONE SYSTEM (“Customer”), and the provision of the GLOBAL CALL CLOUD PHONE SYSTEM by Global Call Limited.

1. DEFINITIONS. For purposes of this Agreement:

1.1 “Authorized User” means an employee of Customer who has been issued a User ID in accordance with Section 3.2(a).

1.2 “Customer Data” means all electronic data, content or other information that is stored or transmitted by Customer or conferencing participants through the GLOBAL CALL CLOUD PHONE SYSTEM or collected and processed by or on behalf of Customer or conferencing participants through the GLOBAL CALL CLOUD PHONE SYSTEM, including without limitation audio files or other sounds, videos, photographs or other images, data files, written text, software, and music that Customer or any conferencing participant submits, displays, or posts on or through a GLOBAL CALL CLOUD PHONE SYSTEM.

1.3 “Documentation” means the most current version of the Global Call Limited published user manuals (whether in print or electronic form) that relate to the use of the GLOBAL CALL CLOUD PHONE SYSTEM that have been provided (whether directly or through Internet availability) to Customer.

1.4 “Intellectual Property Rights” means any and all worldwide rights in and to any patents, patent applications, copyrights, data rights, trademarks, trade names, service marks, trade secrets, or other similar right.

1.5 “Order” means the Customer order under which Customer purchased the GLOBAL CALL CLOUD PHONE SYSTEM from Global Call Limited.

1.6 “Service Description” means the formal description of the GLOBAL CALL CLOUD PHONE SYSTEM service sold by Global Call Limited to Customer and provided by Global Call Limited.

1.7 “Software” means the software used by Global Call Limited to provide the GLOBAL CALL CLOUD PHONE SYSTEM.

1.8 “GLOBAL CALL CLOUD PHONE SYSTEM” means the Cloud Service, whether accessed by Customer via video or audio endpoints, unified communications call control applications, provided by Global Call Limited, described in the applicable Service Description, and purchased by Customer from Global Call Limited, including hosting of the Software and Customer Data in connection therewith.



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1.9 "Commitment Period" means the minimum number of months Customer is legally bound to subscribe service and pay for its monthly recurring fee.

2. GLOBAL CALL CLOUD PHONE SYSTEM. Subject to the terms and conditions of this Agreement, Global Call Limited shall make the GLOBAL CALL CLOUD PHONE SYSTEM available to Customer through its Authorized Users.

3. ACCESS TO AND USE OF THE Global Call Cloud Phone System.

3.1 Access to the GLOBAL CALL CLOUD PHONE SYSTEM.

a) Customer Access to the GLOBAL CALL CLOUD PHONE SYSTEM. Customer, through its Authorized Users, may access the GLOBAL CALL CLOUD PHONE SYSTEM, solely for Customer's internal business purposes in accordance with Customer's Order, only as permitted by this Agreement. Customer acknowledges and agrees that any breach of the terms and conditions of this Agreement by an Authorized User or any other employee, agent, contractor, or conferencing participant of Customer shall be deemed a breach of this Agreement by Customer. Customer shall make no attempt to, and shall not permit any Authorized User or conferencing participant to, make any attempt to:

- (i) download, reproduce, copy, alter, adapt, modify, improve, translate, create derivative works from, reverse engineer, disassemble, decompile or otherwise attempt to reveal the source code, trade secrets or know how underlying the Software;
- (ii) interfere in any manner with the hosting of the GLOBAL CALL CLOUD PHONE SYSTEM.
- (iii) use the GLOBAL CALL CLOUD PHONE SYSTEM to benchmark or otherwise obtain or develop performance metrics for the GLOBAL CALL CLOUD PHONE SYSTEM or Software; or
- (iv) sublicense, resell, sublease or transfer any of Customer's rights under this Agreement or otherwise use the GLOBAL CALL CLOUD PHONE SYSTEM or Software for the benefit of a third party; or
- (v) use the GLOBAL CALL CLOUD PHONE SYSTEM to develop a product that is similar to the GLOBAL CALL CLOUD PHONE SYSTEM or Software or to operate a service bureau.

b) Necessary Equipment. Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it to connect to, access, and use the GLOBAL CALL CLOUD PHONE SYSTEM.

3.2 Use of the GLOBAL CALL CLOUD PHONE SYSTEM.

a) Security. If applicable, Global Call Limited will assign each Authorized User a unique Authorized User identification name and password for access to and use of the GLOBAL CALL CLOUD PHONE SYSTEM ("User ID"). Customer shall be responsible for ensuring the security and confidentiality of all User IDs. Customer shall be fully responsible for all liabilities incurred through any use of any User ID (whether authorized or otherwise), and any transactions completed under a User ID will be deemed to have been authorized by Customer. In no event will Global Call Limited be responsible or liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

b) Customer Data. Customer grants Global Call Limited an irrevocable, worldwide license to and authorizes Global Call Limited to use Customer Data as necessary for Global Call Limited to provide the



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GLOBAL CALL CLOUD PHONE SYSTEM and engage in use and disclosure of Customer Data in accordance with the Privacy, Data Collection and Use provisions set forth below. Customer covenants, represents and warrants that it has any and all authorizations and has fulfilled all legal obligations as may be necessary or appropriate for Global Call Limited's use as permitted by this Agreement. Global Call Limited's obligation to maintain any Customer Data obtained in the course of performance of the GLOBAL CALL CLOUD PHONE SYSTEM shall not extend beyond the performance of the applicable GLOBAL CALL CLOUD PHONE SYSTEM. Customer authorizes any third party vendor to have access to and to use Customer Data as necessary for Global Call Limited, or its vendor, to provide the GLOBAL CALL CLOUD PHONE SYSTEM and any related services and more generally to fulfill its obligations to Customer in relation to the provision of the GLOBAL CALL CLOUD PHONE SYSTEM to Customer as well as its obligations to Global Call Limited.

c) Certain Obligations and Restrictions.

Customer

- (i) is responsible for ensuring that each Authorized User and conferencing participant is bound by the terms and conditions of this Agreement and for Authorized Users' and conferencing participants' compliance with, and any breach of, the terms and conditions of this Agreement,
- (ii) is responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data,
- (iii) will use reasonable efforts to prevent unauthorized use of the GLOBAL CALL CLOUD PHONE SYSTEM or their related systems or networks, and will notify Global Call Limited promptly of any unauthorized use, and
- (iv) (iv) will use the GLOBAL CALL CLOUD PHONE SYSTEM only in accordance with its Order, the Documentation, and applicable laws and government regulations. Customer will not
 - (A) make the GLOBAL CALL CLOUD PHONE SYSTEM available to anyone other than Authorized Users and their conferencing participants,
 - (B) sell, resell, rent or lease any GLOBAL CALL CLOUD PHONE SYSTEM,
 - (C) interfere with or disrupt the integrity or performance of the GLOBAL CALL CLOUD PHONE SYSTEM or third-party data contained in the GLOBAL CALL CLOUD PHONE SYSTEM,
 - (D) attempt to gain unauthorized access to the GLOBAL CALL CLOUD PHONE SYSTEM or its related Software, systems or networks, or
 - (E) exceed any established usage limits for the GLOBAL CALL CLOUD PHONE SYSTEM.

d) Acceptable Use Policy. Customer shall at all times ensure that its Authorized Users and conferencing participants adhere to any use policy located at the Customer, Authorized User, and/or conferencing participant GLOBAL CALL CLOUD PHONE SYSTEM portals. Without limiting the foregoing, Customer shall not, and shall not permit any Authorized User or conferencing participant to, store, transmit or otherwise provide Customer Data or other information or content that:

- (i) infringes or violates any intellectual property rights, publicity/privacy rights, or other third party rights; violates any law or regulation (including without limitation export control laws and regulations and obtaining consent to recordation of communications); or is defamatory, tortious, abusive, threatening, obscene, harmful to minors, obscene or child pornographic;
- (ii) contains any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents, programs or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or



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- (iii) is materially false or misleading. e) Remedial Action; Suspension of Service. Global Call Limited shall be entitled, in its discretion, to take remedial action, including without limitation to suspend or terminate Customer's access to and use of the GLOBAL CALL CLOUD PHONE SYSTEM if
- (i) Global Call Limited does not receive all fees related to Customer's use of the GLOBAL CALL CLOUD PHONE SYSTEM,
 - (ii) Customer or any conferencing participant fails to comply with any term, condition or restriction of this Agreement, or
 - (iii) Global Call Limited determines that Customer, an Authorized User, or a conferencing participant has used or is using the GLOBAL CALL CLOUD PHONE SYSTEM to transmit or store, or otherwise with respect to, Customer Data or other content or information that Global Call Limited determines to be objectionable, including without limitation in violation of Section 3.2(c) or Section 3.2(d). Global Call Limited, however, is under no obligation to review Customer Data or other content or information for accuracy, potential liability, or compliance with these terms and conditions.

4. GLOBAL CALL LIMITED Equipment

Any GLOBAL CALL LIMITED Equipment provided to Customer as part of the GLOBAL CALL CLOUD PHONE SYSTEM Service, including servers, gateways, switches, and endpoints, will be either a new or a fully inspected and tested refurbished unit and remains property of Global Call Limited.

GLOBAL CALL LIMITED will repair or replace damaged GLOBAL CALL LIMITED Equipment as GLOBAL CALL LIMITED deems necessary. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by GLOBAL CALL LIMITED or its subcontractors to your premises when a service request results from causes not attributable to GLOBAL CALL LIMITED or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by GLOBAL CALL LIMITED. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by GLOBAL CALL LIMITED, you will be responsible for the price of repair or replacement. Any tampering with the GLOBAL CALL LIMITED Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose. You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or operating the equipment outside of the permitted operating condition, will be treated as damage due to your intentional acts or negligence.

4.1 Access & Installation of Equipment. You will provide GLOBAL CALL LIMITED and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any employee (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow GLOBAL CALL LIMITED and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations GLOBAL CALL LIMITED



deems appropriate for the work to be performed. Without limiting any other provisions of this TOS, you agree to indemnify GLOBAL CALL LIMITED from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

4.2 Power and Uninterrupted Power Supply.

The GLOBAL CALL LIMITED Equipment requires electrical power from your premises to operate, which you are responsible for providing. backup batteries. Note that GLOBAL CALL LIMITED Equipment not connecting to Uninterrupted Power Supply will not function in the event of a loss of customer-supplied power. This will disrupt your GLOBAL CALL CLOUD PHONE SYSTEM Service. GLOBAL CALL LIMITED will have no liability for loss of any service(s), whether provisioned by GLOBAL CALL LIMITED or a third party, in the event of interruption of customer-supplied power, with or without uninterrupted power supply connected to the GLOBAL CALL LIMITED equipment.

4.3 Theft or Misuse. You agree to notify GLOBAL CALL LIMITED immediately, in writing or by calling the GLOBAL CALL LIMITED customer support line, if the GLOBAL CALL LIMITED Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the GLOBAL CALL LIMITED Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen GLOBAL CALL LIMITED Equipment, however, GLOBAL CALL LIMITED may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to GLOBAL CALL LIMITED of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by GLOBAL CALL LIMITED, after you report the theft or fraudulent use of the Service, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

4.4 Return of GLOBAL CALL LIMITED Equipment. Except as otherwise provided, GLOBAL CALL LIMITED Equipment must be returned to GLOBAL CALL LIMITED undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the GLOBAL CALL LIMITED Equipment within this time period. If all GLOBAL CALL LIMITED Equipment is returned within six (6) months of termination, any fees charged for such GLOBAL CALL LIMITED Equipment will be refunded (other than fees for damages). No refunds will be made for GLOBAL CALL LIMITED Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

5. PROPRIETARY RIGHTS

5.1 Customer. Subject to the rights granted herein, Customer retains all of its worldwide right, title and interest in and to the Customer Data.



5.2 Global Call Limited. Subject to the access rights set forth herein, Global Call Limited and its licensors retain all worldwide right, title and interest in and to the GLOBAL CALL CLOUD PHONE SYSTEM and all software, materials, and Global Call Limited confidential information made available to Customer via the Internet or otherwise, in connection with the GLOBAL CALL CLOUD PHONE SYSTEM, and all Intellectual Property Rights with respect thereto, including without limitation, the Software, Documentation, and any and all improvements, derivative works, updates, and modifications thereto, whether made in conjunction with this Agreement or otherwise. There are no implied licenses or rights granted by Global Call Limited under this Agreement; any rights not expressly granted by Global Call Limited hereunder are reserved.

5.3 Feedback. Customer grants to Global Call Limited and its Affiliates a royalty-free, fully paid, worldwide, irrevocable, perpetual license to use and incorporate into the GLOBAL CALL CLOUD PHONE SYSTEM any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the GLOBAL CALL CLOUD PHONE SYSTEM or the operation thereof.

6 PRIVACY, DATA COLLECTION AND USE

6.1 Definitions. The terms “Controller”, “Data Subject”, “Personal Data”, “Processor” and “Processing” shall have the meanings given to these terms in applicable data protection, privacy and similar laws and regulations, including without limitation the EU Data Protection Directive 95/46/EC, as implemented into national law and as amended by the EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) when it comes into effect (collectively, “Data Protection Laws”).

6.2 Roles of the parties. Global Call Limited also may obtain Customer Data as a Processor, when providing the Global Call Cloud Phone System on behalf of Customer. The parties acknowledge that Customer acts as a Controller and has the sole and exclusive authority to determine the purposes and means of the Processing of Personal Data by Global Call Limited to provision the Global Call Cloud Phone System under this Agreement. Global Call Limited confirms and warrants that it acts as a Processor and uses, discloses, retains or otherwise Processes the Personal Data only on behalf of and in accordance with the instructions of the Controller, this Agreement, and the Global Call Limited privacy policy located at <http://www.Global Call Limited.com/company/privacypolicy.html>. The Global Call Limited privacy policy is expressly incorporated into this Agreement.

6.3 Suppliers and subcontractors. Customer acknowledges and agrees that Global Call Limited reserves the right to use suppliers and subcontractors including without limitation for processing, hosting and storage of Personal Data.

6.4 Obligations of the parties. Customer confirms and warrants that it will ensure compliance with applicable Data Protection Laws with regard to the Personal Data that is Processed under this Agreement by Global Call Limited and any supplier or subcontractor, in particular by providing information to, collecting consent of, and providing access to Data Subjects when and as required under applicable law. Each party agrees to cooperate as reasonably requested by the other party to ensure compliance with this Agreement. Should a party fail to cooperate with the other party as reasonably



requested, the other party may suspend this Agreement, upon reasonable notice to the party that fails to cooperate.

6.5 International transfers of Personal Data. To provide the Global Call Cloud Phone System, Global Call Limited may need to transfer Personal Data to recipients in countries other than the country in which the data were originally collected, including without limitation the United States. Customer agrees to such Personal Data transfers and confirms and warrants that it will comply with any requirements under applicable Data Protection Laws with regard to such Personal Data transfers.

6.6 Notice. If applicable law requires that Authorized Users or conference participants must be informed of or must consent prior to any recording of their communications, Customer and/or Authorized Users shall be solely liable for complying with such laws and shall obtain required consent and undertake any necessary formalities prior to using any recording functions.

6.7 Requests from individuals. Global Call Limited will assist Customer in responding to Data Subjects exercising their rights to their Personal Data processed under this Agreement.

6.8 Security. Each party shall take adequate technical and organizational measures against unauthorized or unlawful processing or further processing of Personal Data, and against accidental loss or destruction of, and damage to, Personal Data.

7 DISCLAIMER

The GLOBAL CALL CLOUD PHONE SYSTEM, Software, Documentation, and all other data and materials made available via the Internet or otherwise provided to Customer in connection with this Agreement by Global Call Limited are provided "AS IS" and "AS AVAILABLE," without representations or warranties of any kind. GLOBAL CALL LIMITED AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. GLOBAL CALL LIMITED DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT GLOBAL CALL LIMITED MAY NOT AS A MATTER OF LAW DISCLAIM ANY WARRANTY, THE PARTIES AGREE THAT THE SCOPE AND DURATION OF ANY SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. Neither Global Call Limited, nor its third-party service or software providers, shall have any liability whatsoever for the accuracy, completeness, timeliness, security, or integrity of the Customer Data, or for any decision made or action taken by Customer or any conferencing participant in reliance upon any Customer Data. The parties agree and acknowledge that Global Call Limited shall in no event be held responsible for any problems with the GLOBAL CALL CLOUD PHONE SYSTEM attributable to the public Internet infrastructure or Customer's ability to be connected to the Internet.

8 LIMITATION OF LIABILITY



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IN NO EVENT WILL GLOBAL CALL LIMITED (OR ITS SUPPLIERS) BE LIABLE FOR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, DAMAGES THAT RESULT FROM INTERRUPTED COMMUNICATIONS, LOST DATA, OR LOST PROFITS, OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE GLOBAL CALL CLOUD PHONE SYSTEM OR RELATED PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. Global Call Limited's liability arising out of or in connection with this Agreement shall not exceed the amounts actually received by Global Call Limited for the GLOBAL CALL CLOUD PHONE SYSTEM in the three (3) month period immediately preceding the date the cause of action arose ("Cap"). This Cap is an aggregate for all causes of action and shall not be increased by multiple causes of action subject to the same, or overlapping, three (3) month periods. In addition, Global Call Limited's aggregate liability arising out of or in connection with this Agreement, for all causes and claims, shall not exceed the amounts received by Global Call Limited for Customer's use of the GLOBAL CALL CLOUD PHONE SYSTEM.

9 INDEMNITY

Customer shall indemnify, defend and hold Global Call Limited (and its officers, directors, employees, agents and representatives) harmless from all claims, suits, losses, expenses, judgments and liabilities (including Global Call Limited's reasonable attorney's fees) to the extent arising out of

- (i) breach of this Agreement, including without limitations, the Acceptable Use Policy and Privacy, Data Collection and Use provisions, by Customer or any failure of any Authorized User or conferencing participant to comply with the terms and conditions of this Agreement, including without limitation use of the GLOBAL CALL CLOUD PHONE SYSTEM or any Software other than as permitted by this Agreement or
- (ii) Customer Data.

10 SUPPORT

Customer is entitled to Global Call Cloud Phone System support services directly from Global Call Limited. Global Call Limited shall have responsibility in providing Customer support services associated with the Global Call Cloud Phone System as set forth in the Service Description. Global Call Limited is not responsible in providing Customer support services related to Customer's own IT infrastructure including but not limited to, Internet connection, network setup, firewall provisioning, and desktop / mobile device / video endpoint configuration.

11 TERMINATION

If Customer terminates the Contract by giving not less than 30 days' prior notice or before the end of the Commitment Period, the following shall apply:

11.1 the Customer shall pay an early termination charge ("Early Termination Charge") to Global Call Limited (as calculated by multiplying the monthly rental for the Service by the remaining months of the



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Commitment Period, whereby for a period of less than one (1) month shall be regarded as one (1) month for the purpose of such calculation);

11.2 all the outstanding discount, rebate, waiver and free offerings will be forfeited (if applicable) from the date of termination.

12 GENERAL PROVISIONS

12.1 Entire Agreement; Modification; Waiver. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. Global Call Limited reserves the right, in its sole discretion, to modify this Agreement at any time without further notice. It is Customer's responsibility to periodically review the current Terms of Service as Customer's continued use of the GLOBAL CALL CLOUD PHONE SYSTEM after any such changes constitutes Customer's acceptance of the new Terms of Service. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Global Call Limited reserves the right, in its sole discretion, to modify or discontinue, temporarily or permanently, the GLOBAL CALL CLOUD PHONE SYSTEM (or any part thereof) at any time without further notice. Customer agrees that Global Call Limited will not be liable to you or to a third party for any modification, suspension or discontinuance of the GLOBAL CALL CLOUD PHONE SYSTEM.

12.2 Assignment. Either party may assign or transfer this Agreement solely in connection with a transfer of all or substantially all of that party's business assets, whether by merger, sale of assets, sale of stock or otherwise, provided that the acquiring party agrees in writing to be bound by all the terms hereof. Any other attempted assignment or transfer by Customer in violation of the foregoing will be void.

12.3 Compliance with Laws. Customer represents and warrants that it will comply with all applicable laws and regulations (including but not limited to export regulations), and communications common carrier tariffs, and use the Global Call Cloud Phone System solely for lawful purposes. Global Call Limited reserves the right to take all actions, including but not limited to termination of the Global Call Cloud Phone System, which it believes necessary to comply with applicable laws and regulations.

12.4 Independent Contractors. The relationship established by this Agreement is that of independent contractors. Customer shall not incur any obligation or commitment on behalf of Global Call Limited unless specifically approved in writing, in advance by an authorized Global Call Limited executive.

12.5 Force Majeure. If the performance of this Agreement, or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, including, but not limited to, acts of God, acts of civil or military authority, third party illegal activity, failure or interruption of utilities, fires, floods, earthquakes, riots, wars, sabotage, computer hacking or computer crime, or governmental actions, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.



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12.6 Governing Law; Venue. This Agreement will be governed by the laws of the Hong Kong Special administrative Region, People's Republic of China, without giving effect to any choice of law principles that would require the application of the laws of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a court of competent jurisdiction located within the Hong Kong Special Administrative Region, People's Republic of China, and in no other jurisdiction. The parties hereby consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, such court. This Agreement shall be written and construed in the English language. Notwithstanding the foregoing, either party may bring action for injunctive relief in any jurisdiction pending final disposition of the dispute.

12.7 Notice. Except as otherwise specified, all notices shall be in writing and may be delivered by fax, post mail, or overnight delivery service, to the address indicated on the first page of this Agreement or to such other address as the parties shall specify by written notice. Any such notices to Global Call Limited shall be sent to the attention of the Chief Financial Officer, with a copy sent to the General Counsel.

12.8 Severability. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.