

Master Service Agreement – Worldkom Reseller

Globalink Inc. having place of business at 2725 Arnold Avenue, PO Box 2582, Salina, Kansas 67402-2582, USA.

and

_____ having place of business at

(Reseller) agree to the following on _____, 20__ :

1. **PRICING**

A. All prices for services provided by Globalink Inc. to Reseller are in US dollars as per our website link <http://worldkom.net/en/legal> .

B. Our prices for each reseller plan with any monthly fees are published on our website link http://worldkom.net/en/our_solutions.html.

C. We require escrow or deposit equal to the pre-payment of 1 month charges for dids and any other services you may consume.

D. All our services are Pre-Paid. We do not provide credit services.

E. Setup fees are non-refundable as labor costs incurred cannot be recouped.

F. Globalink Inc. has the right to revise its prices in real time due to market conditions. All prices charged will be displayed in the online reseller call history page.

G. Reseller shall be responsible for paying all taxes of any nature which become due with regard to Globalink Inc. services, except for taxes on Globalink Inc. income, irrespective of which party may be responsible for reporting or collecting such taxes. US Customers please refer to <http://fcc.gov>.

H. Reseller acknowledges and agrees that the Services are provided as is there are NO REFUNDS for interruption of Globalink Inc. service, including but not limited to poor quality calls, one way audio calls, improperly terminated calls, cut off calls or falsely connected calls as our Carriers bill in real time.

2. PAYMENT

All payments are prepaid in US dollars and reseller is required to maintain sufficient balance at all times as the services are automatically disabled by the system when funds are depleted.

3. Reseller Requirements

A. Technical Support: Reseller will support customers by providing technical support. We do not provide direct support to end users since this a private label offering. We provide support to reseller via our <http://support.globalink.us> online ticketing system.

B. Reseller is required to have tech personnel to service and maintain customer accounts.

C. Reseller is required to have read and understood our requirements at <http://worldkom.net/legal>

4. LIMITATION OF GLOBALINK INC'S OBLIGATIONS AND LIABILITY

A. Globalink Inc. will utilize its best efforts to maintain acceptable performance of services contracted for services, but Globalink Inc. makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. Globalink Inc. cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. Globalink Inc. will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. Globalink Inc. shall not be liable to Reseller or any of its customers for any claims or damages which may be suffered by Reseller or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of Globalink Inc..

B. Globalink Inc. liability to Reseller, and any Reseller of any Plan or other Globalink Inc. services is limited to the amount paid to and received by Globalink Inc. for service credits not consumed. **Setup fees cannot be refunded as we cannot recover the labor cost incurred.** In no event shall Globalink Inc. be liable to Reseller, or any Reseller or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Globalink Inc. has been advised of the possibility of such damage.

C. Reseller will take all necessary measures to preclude Globalink Inc. from being made a party to any lawsuit or claim regarding Globalink Inc. services provided to any Reseller or Reseller. Reseller hereby agrees to indemnify and hold harmless Globalink Inc. from any and all claims of whatever nature brought by any of Reseller's customers against Globalink Inc. in excess of the remedy set forth in paragraph 4 .

5. PROPERTY RIGHTS

Globalink Inc. owns all right, title and interest in Globalink Inc. trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, and provision of services by Globalink Inc., and in the related hardware and software systems. Reseller makes no claim to any trade names, service marks, inventions, copyrights, trade secrets, patents, or know-how acquired without infringing Globalink Inc. rights and used by Reseller to promote and provide Plans to Reseller's customers. This agreement does not constitute a license to Reseller to use Globalink Inc. trade names or service marks.

6. CONFIDENTIALITY

Reseller acknowledges that by reason of its relationship with Globalink Inc. hereunder, it may have access to certain information and materials relating to Globalink Inc.'s business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to Globalink Inc., which value would be impaired if such information were disclosed to third parties. Reseller agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by Globalink Inc. Reseller further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Reseller of any such confidential information in its possession, and all confidential materials shall be returned to Globalink Inc. or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, Globalink Inc. shall be entitled to injunctive relief, which relief shall not be contested by Reseller.

7. RELATIONSHIP OF THE PARTIES

The relationship between Globalink Inc. and Reseller is that of vendor and client. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. Reseller has no authority, apparent or otherwise, to contract for or on behalf of Globalink Inc., or in any other way legally bind Globalink

Inc. in any fashion, nor shall Reseller be authorized to make any representations about Globalink Inc. or its services other than to set forth Globalink Inc.'s responsibilities as outlined in this agreement.

8. DISPUTES

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 8 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Salina, Kansas, USA. The arbitration shall take place before an arbitration panel chosen as follows: The parties shall each choose an arbitrator, and the two arbitrators shall choose a third arbitrator and determine the third arbitrator's compensation. If the parties cannot so agree, the appointing authority shall be the American Arbitration Association. Each party shall have one veto over the choice of the third arbitrator. The three arbitrators shall schedule an informal proceeding, hear the arguments, and decide the matter by secret majority vote. Unless the arbitrators decide otherwise, each party shall pay the costs of its own arbitrator, and shall pay half of the other costs of the arbitration proceeding. Each party shall have the right to have the proceedings transcribed. The arbitrators shall not have the authority to award punitive damages or any other form of relief not contemplated in the contract. The majority of arbitrators shall render a written opinion setting forth the basis on which they arrived at the decision regarding each issue submitted to arbitration; the dissenting arbitrator, if any, shall not issue a dissenting opinion. Regarding each issue submitted to arbitration, the decision shall be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof. Should any legal action permissible under this agreement be instituted to enforce the terms and conditions of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

9. TERM, TERMINATION

This agreement shall run until the end of the current calendar year. It shall automatically be renewed on an annual basis unless terminated in one of the following ways:

A. By either party, by notifying the other in writing by November 30 of any given year that this agreement will not be renewed.

B. By Globalink Inc., upon thirty (30) days' written notice, if Reseller breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.

C. By Globalink Inc., immediately upon giving written notice to Reseller, in the event that

C.1. Any bank draft or check delivered by Reseller to Globalink Inc. in payment for Products is returned unpaid and Reseller fails to remedy such nonpayment within five business days;

C.2. Reseller becomes more than thirty (30) days in arrears in payment of its account with Globalink Inc.;

C.3. There are instituted bankruptcy or insolvency proceedings against Reseller, which are not vacated within sixty (60) days from the date of filing;

C.4. Reseller institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or

C.5. Reseller makes an assignment of all or part of its assets for the benefit of creditors.

D. By Globalink Inc. immediately, if Reseller attempts to assign all or any part of this Agreement without Globalink Inc. prior written approval;

E. By Globalink Inc. immediately, if Reseller fails to cause Globalink Inc. to be informed in writing immediately on the happening of any event specified in this section;

10. NON-ASSIGNABILITY

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Globalink Inc., which consent shall not be unreasonably refused.

11. PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. Globalink Inc. and Reseller agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

12. APPLICABLE LAW, JURISDICTIONAL MATTERS

This agreement takes effect when accepted by Globalink Inc. in Kansas. It is to be governed by and construed under the laws of the State of Kansas and the United States of America. The federal and state courts of the State of Kansas shall have exclusive jurisdiction to adjudicate any non-arbitration dispute arising out of this agreement. Reseller hereby expressly consents to

(1) the jurisdiction of the courts of Kansas and

(2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by Globalink Inc.. Globalink Inc. will comply with all orders issuing from tribunals having jurisdiction over Globalink Inc., and that such compliance could affect the services provided by Globalink Inc. to Reseller or its customers; Reseller agrees to hold Globalink Inc. harmless from any claims of Reseller or Reseller's customers resulting from such compliance. To the extent permissible by the law of Reseller's jurisdiction, Reseller waives any requirement that service of process or of any documents be made upon it pursuant to the provisions of the Hague Convention, and agrees to accept service of process, service of documents, and/or notice of arbitration by any form of return receipt delivery.

13. NOTICES

All notices may be sent via ticket at <http://support.globalink.us>.

14. EMERGENCY SERVICES - 911 Services

14.1 Non-Availability of Traditional 911 or E911 Service.

Reseller MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES. Reseller acknowledges and understands that Globalink Inc. does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service provided by us differs in a number of important ways from traditional 911 and E911 as explained further below. Reseller must maintain an alternate means of accessing traditional emergency response services. Our 911 Service is not automatic; Reseller must separately take affirmative steps, as described in this Agreement, website and via support ticket, to register the address where Reseller will use the Services in order to activate the 911 feature. Reseller must do this for each interconnected virtual number that Reseller obtains. The 911 Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for E911 Service and below. Reseller shall inform any household residents, guests and other third

persons who may be present at the physical location where Reseller utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the our 911 service as compared with traditional 911 or E911 Service.

14.2 Registration of Physical Location Required.

Reseller acknowledges and understands that for each did that Reseller uses for the Service. Reseller must register with the physical location where Reseller will be using the Service with did number. When Reseller moves the Device to another location, Reseller must register your new location. If Reseller does not register your new location, any call Reseller makes using the 911 Service feature may be sent to an emergency center near your old address.

14.3 911 Activation Required.

Reseller acknowledges and understands that your 911 Service will not be activated for any phone line that Reseller is using with the Service, unless and until Reseller has submitted a verified address and 911 did is setup. Any number changes or porting will require re-verification.

14.4 Third Party 911 Provider.

Reseller acknowledges and understands that Globalink Inc. contracts with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. Reseller hereby authorizes us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

14.5 Service Outages.

(a) Service Outages Due to Power Failure or Disruption. Reseller acknowledges and understands that 911 Service does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Service, will not function until power is restored. Following a power failure or disruption, Reseller may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Service.

(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Reseller acknowledges and understands that service outages or

suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Service, from functioning.

(c) Service Outage Due to Suspension or Termination of Your Account. Reseller acknowledges and understands that service outages due to suspension or termination of your account will prevent all Service, including 911 Service, from functioning.

(d) Service Outages Due to Internet or Broadband Service Provider Blocking of Ports or Other Acts. Reseller acknowledges and understands that your broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that Reseller alerts us to this situation, Globalink Inc. will attempt to work with Reseller to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Service feature, may not function. Reseller acknowledges that Globalink Inc. is not responsible for the blocking of ports by your broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Service, that may result. In the event Reseller loses service as a result of blocking of ports or network congestion or any other impediment to your usage of the Service, Reseller will continue to be responsible for payment of the Service charges unless and until Reseller terminate the Service in accordance with this Agreement.

(e) Other Service Outages. Reseller acknowledges and understands that if there is a Service outage for any reason, such outage will prevent all Service, including 911 Service, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. 14.6 Possible Lack of Automatic Number and Location Identification. Reseller acknowledges and understands that it may or may not be possible for the local emergency personnel to automatically obtain your phone number when Reseller uses voip 911 Service if carriers who route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Service call may not be able to automatically obtain your phone number and call Reseller back if the call is not completed or is not forwarded, is dropped or disconnected, if Reseller are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason. Reseller will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator may not have this information.

14.7 Disclaimer of Liability and Indemnification.

Reseller acknowledges and understands that Globalink Inc. does not have any control over whether, or the manner in which, calls using our 911 Service are answered or addressed by any local emergency response center. Globalink Inc. disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. Reseller acknowledges and understands that Globalink Inc. rely on third parties to assist us in routing 911 Service calls to local emergency response centers and to a national emergency calling center. Globalink Inc. disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither our Globalink Inc., nor its officers or employees, may be held liable for any claim, damage, or loss, and Reseller hereby waive any and all such claims or causes of action, arising from or relating to our 911 Service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. Reseller shall defend, indemnify, and hold harmless our Globalink Inc. and or any of our subsidiaries, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Reseller in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, Reseller or any third party relating to the absence, failure or outage of the Service, including 911 Service, incorrectly routed 911 Service calls, and/or the inability of any user of the Service to be able to use 911 Service or access emergency service personnel.

14.8 Alternate 911 Arrangements.

Reseller acknowledges and understands that Globalink Inc. strongly encourages Reseller to have an alternate means of accessing traditional 911 or E911 services or terminating the Service. Globalink Inc. does not recommend Reseller rely on a non-traditional 911 service in an emergency.

14.9 911 Abuse

False Alarm Fees. Reseller acknowledges and understands that Globalink Inc. charges a fee of \$95 for each false call made to the 911 Service. This is to cover the cost of the service that Globalink Inc. must pay when Globalink Inc. connects false 911 calls. Reseller acknowledges and understands that while our 911 Service is not traditional 911, abusing the 911 Service, making false or prank calls to a 911 service is still a crime. If Reseller commits such acts, your account will be terminated and Reseller may be prosecuted by your local and state governments.

15. ENTIRE AGREEMENT MODIFICATIONS

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. Globalink Inc. may make changes to this agreement upon thirty (30) days' written notice to Reseller, advising of the change and the effective date thereof. Utilization of Globalink Inc. services by Reseller and/or its customers following the effective date of such change shall constitute acceptance by Reseller of such change(s), unless Reseller objects in writing to such changes, in which case the changes shall not take effect until the annual renewal date of this agreement. Otherwise, this agreement may not be modified except by the written consent of both parties. IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each electronic signature warranting its authority to enter into this agreement on behalf of the party it represents.

Globalink Inc.

Customer Account Manager

Date

Date