



## Sequire SIP Trunking Terms & Conditions

BY ACCEPTING THESE SERVICE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS BELOW. ALL SERVICE ORDERS AND SERVICES ARE SUBJECT TO THESE TERMS AND CONDITIONS.

These Service Terms and Conditions (the "Agreement") are entered into by and between SEQUIRE LLC ("SEQUIRE"), a Delaware limited liability company, and the customer purchasing products or services from SEQUIRE ("Customer").

### 1. SERVICES AND TERM.

Generally, SEQUIRE offers enterprise voice and optional data session initiation protocol (SIP) trunking services, Access Control services and many other "As A Service" offerings. Broadband service is required for such services and may be provided by you or purchased from SEQUIRE. The services ordered by Customer from SEQUIRE pursuant to any SEQUIRE Service Order or addendum thereto (each, a "Service Order") constitute the "Services." The Services shall commence on the date on which the Services are first made available to Customer (the "Start Date") and shall continue for the length of time specified as the Term Commitment on the applicable Service Order (the "Initial Service Term"). After the Initial Service Term and any subsequent term (each, a "Service Term"), this Agreement and the applicable Service Order will renew automatically for an additional twelve (12)-month period, unless either party provides written notice of cancellation at least thirty (30) days before the then-current Service Term ends. Billing for Services and related charges shall commence on the Start Date and shall continue throughout the Service Term. SEQUIRE reserves the right to decline any Service Order.

### 2. EQUIPMENT.

To use the Services, an IP phone or integrated access device (IAD) and/or other SEQUIRE-provided equipment (the "Equipment") may need to be installed at Customer's premises. Customer is responsible for installation of the Equipment, unless otherwise specified in a Service Order. At all times, such Equipment is and shall remain the property of SEQUIRE and shall not be considered Customer's equipment or a fixture. Customer will not allow the Equipment to become subject to a lien, security interest or other encumbrance. Customer bears all risk of loss or damage to the Equipment while it is in Customer's possession, custody, or control. If Customer ceases receiving Services from SEQUIRE, Customer must return the Equipment to SEQUIRE undamaged and in its original packaging within thirty (30) days of the termination of Services. Failure to return same will result in an added fee in the amount of the manufacturer's suggested retail price of the non-returned product. Customer is responsible for the cost and risk associated with return shipping of the Equipment. Customer will not attempt to maintain or repair, or permit a third party to maintain or repair, the Equipment. Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment and to take reasonable measures to protect such Equipment at all times. SEQUIRE will repair or replace, in its sole discretion, any Equipment that does not perform as specified, at no charge to Customer, unless it is determined, in SEQUIRE's sole discretion, that Customer was directly or indirectly responsible for the

## Sequire SIP Trunking Terms and Conditions

Equipment failure. SEQUIRE may provide updated or new Equipment to Customer from time to time, and SEQUIRE may require that Customer use the updated or new Equipment to continue to receive the Services. In some cases, Customer will be permitted to use Customer's own IAD and other equipment. In such a case, Customer will be fully responsible for such equipment, and SEQUIRE makes no representation or warranty with respect to such equipment or its operation with the Services.

### 3. INSTALLATION OF EQUIPMENT.

Customer or Customer's Agent shall at its expense diligently perform or have performed all installation requirements for the Equipment prior to activation of services.

### 4. OWNERSHIP OF INTELLECTUAL PROPERTY.

The Services and Equipment, and all intellectual property therein, are and shall remain the exclusive property of SEQUIRE. SEQUIRE is not providing any software with the Services or Equipment provided under this Agreement. There is no license granted, implied or constructively given to Customer.

### 5. SERVICE FEES, TARIFFS AND OTHER CHARGES; TAXES.

5.1 Services Fees. The fees for Services will be set forth in the Service Order, and Customer agrees to pay such fees. Service Fees will be billed in advance of delivery of the Services. Monthly Services fees will be billed pro rata in the months in which such Services commence and terminate.

5.2 Taxes. In addition to the fees for the Services specified in a Service Order, Customer will be charged SEQUIRE's applicable usage, access, storage, feature, and other charges included in SEQUIRE's taxes but not included as part of Customer's selected Services plan. This Agreement incorporates by reference all applicable rates, terms, and conditions.

5.3 Increases to Fees and Taxes. The aforementioned notwithstanding and regardless of any fees or Taxes stated in a Service Order, SEQUIRE may increase the fees for the Services and the in the same proportion that SEQUIRE's costs in providing the Services and related features increase due to mandated regulatory charges, increases in an underlying carrier's charges or other factors beyond SEQUIRE's reasonable control. Any such rate increase will be charged through to Customer by SEQUIRE at a rate equal to the increased cost to SEQUIRE, and SEQUIRE will deliver advance notice of any such rate adjustment (thirty (30) days' notice of any such adjustment of domestic rates, seven (7) days' notice of any such adjustment of international rates).

5.4 Additional Charges. In the event additional charges accrue or are paid by SEQUIRE as a result of direct Customer requests (for example, a request for maintenance services), Customer shall reimburse SEQUIRE for such charges.

5.5 Taxes. All charges computed by SEQUIRE are exclusive of any taxes, surcharges, public utility fees and regulatory fees (including Universal Service Fees and similar charges). Such taxes and fees shall be invoiced by SEQUIRE and paid by Customer. Should Customer claim an exemption of any taxes or regulatory fees, Customer shall provide official documented/certified proof of such exemption. It is Customer's ongoing responsibility to ensure its exempt status, and the proof thereof, remains current. In no event shall SEQUIRE be liable for any taxes due by Customer, and Customer shall defend and indemnify SEQUIRE if any claim for taxes or fees is made.

## Sequire SIP Trunking Terms and Conditions

### 6. PAYMENT TERMS.

Payment for SEQUIRE's invoices shall be due immediately on the date of each invoice. Invoices will be sent by e-mail. Payments will be paid from a credit card on file or with ACH. In addition to all other remedies available to SEQUIRE, a late fee shall be assessed in the amount of 1.5% (or the maximum rate permitted by law, whichever is less) of the unpaid balance per month until paid in full, Customer shall notify SEQUIRE in writing of all disputed amounts in its bills within thirty (30) days of the invoice date, identifying in reasonable detail the nature and amount of any such dispute. SEQUIRE shall promptly investigate all timely and appropriately documented disputes and respond to Customer within thirty (30) days. All amounts not so disputed shall be deemed final and not subject to further dispute. Customer agrees to pay SEQUIRE for all amounts billed and not so disputed, and where a dispute is resolved in favor of SEQUIRE. SEQUIRE will consider fairly any disputes raised in a timely manner, in good faith and appropriately documented. Customer may pay by ACH or credit card only. Customer agrees to provide SEQUIRE with complete and accurate contact and credit card information, and Customer agrees to advise SEQUIRE of any changes thereto. Customer authorizes SEQUIRE to charge Customer's credit card automatically to pay for Customer's charges. If a charge to Customer's credit card is declined or reversed, the Provider may charge the Customer a fee; or if the account or credit card has expired or been suspended or closed, or if Customer fails to provide SEQUIRE with accurate or complete credit card information, SEQUIRE may suspend or terminate the Services. If a customer's payment method is ACH and is determined to have insufficient funds, the Provider may charge the Customer a fee.

### 7. CREDIT.

The provision of Services is contingent upon establishment of and continuing credit approval by SEQUIRE. Customer hereby consents to SEQUIRE's procurement of a credit score or report regarding Customer. At any time during the Service Term, SEQUIRE is entitled to require a deposit or other acceptable form of security from Customer, as it deems appropriate. In addition, if requested by SEQUIRE, Customer agrees to provide, within two (2) business days of request, appropriate financial records to evaluate Customer's continuing ability to pay. SEQUIRE may, immediately and without notice, suspend or terminate the Services if Customer fails to comply with these security obligations. Upon a payment default by Customer not cured in a timely manner, SEQUIRE shall have the right to offset against any security or deposit held any amounts owed to SEQUIRE by Customer, and to invoice and collect cancellation charges in accordance with Section 11 below.

### 8. CUSTOMER RESPONSIBILITIES.

8.1 Customer represents and warrants that it will comply with all applicable laws, regulations, rules, court orders and government agency orders ("Laws") in its use of the Services and Equipment.

8.2 Customer assumes all risks of and full responsibility for the use of the Equipment and any and all other equipment connected or related to the Equipment or Customer's computer and telecommunication systems. Customer agrees not to remove the Equipment from the location at which it was initially installed without SEQUIRE's prior written permission.

8.3 Customer will execute such other documents, provide such other information, and affirmatively cooperate with SEQUIRE, all as may be reasonably required by SEQUIRE relevant to providing the Services. In particular, Customer accepts the responsibility for providing SEQUIRE with special access surcharge exemption forms and letters of agency as may be required by carriers for Services, if any. In addition, Customer agrees that SEQUIRE has the right to audit Customer's use of the Services and will

## Sequire SIP Trunking Terms and Conditions

make Customer's place of business (or other location at which Equipment is located, if requested by SEQUIRE) available for inspection upon reasonable notice and during reasonable business hours.

8.4 Customer assumes responsibility for the accuracy and completeness of all information provided to SEQUIRE in connection with the providing of Services and will reimburse SEQUIRE for any expenses SEQUIRE reasonably incurs as a result of inaccurate or incomplete information provided by Customer.

8.5 Customer will not sell, lease, or license the Services, Equipment or any part thereof.

8.6 Customer must report any unauthorized use of the Services or Equipment to SEQUIRE immediately after Customer discovers such use. Customer is responsible for all use of the Services and Equipment provided to Customer, whether authorized or unauthorized.

8.7 Customer will not remove serial numbers or labels from, disassemble, reverse engineer, decompile, reset, or otherwise tamper with the Equipment or any software embedded therein.

8.8 Customer will not challenge or attempt to register or otherwise protect any of SEQUIRE's intellectual property or other rights in the Services and/or Equipment.

### 9. CONDITIONS AND LIMITATIONS ON SERVICES.

9.1 Customer may only use the Services and Equipment in the United States of America.

9.2 Customer understands and accepts that calls to certain countries may require SEQUIRE's assistance in accordance with SEQUIRE's fraud advisory and policy set forth on SEQUIRE's web site ([www.Sequireit.com](http://www.Sequireit.com)).

9.3 Customer understands and accepts that the Services and Equipment will not function in the case of a power or Internet services failure or outage. Failure or an outage of power or Internet services will not relieve Customer of its payment obligations under this Agreement. During such a failure or outage, Customer will not be able to call for 911 or other emergency services.

### 10. CANCELLATION, SUSPENSION AND TERMINATION.

10.1 Cancellation by Customer. Upon thirty (30) days written notice, Customer may cancel the Services, or any portion thereof provided pursuant to a Service Order. Such notice of cancellation must be accompanied by payment in full for all Services to be provided during such thirty (30)-day notice period and number porting cancellation fee, if applicable.

10.2 Suspension or Termination by Provider. SEQUIRE may terminate this Agreement and any and all Service Orders, and the delivery of Services thereunder, at any time upon SEQUIRE giving Customer two (2) business days written notice of such termination, during which time the Customer shall have the opportunity to cure, in the event that SEQUIRE determines, in its sole and absolute discretion, that: (a) Customer has failed to make payments or to perform any other obligation or condition of this Agreement or a Service Order; (b) Customer is using the Services in a manner that interferes with or otherwise disrupts services provided by SEQUIRE to others; (c) Customer has used, attempted to use, intends to use or is using the Services in violation of any applicable Law; (d) Customer is insolvent, has made a general assignment for the benefit of creditors, has filed, or had filed against it, a petition in bankruptcy, or has had a receiver or trustee appointed for it or any of its assets; (e) Customer has made

## Sequire SIP Trunking Terms and Conditions

an unauthorized assignment of the Agreement or a Service Order; or (f) in the event that SEQUIRE has required Customer to provide a forecast covering a good faith estimate of the traffic volume and distribution for the ordered Services, Customer's usage exceeds such forecast provided. In the event of termination by SEQUIRE under this Section 10.2, Customer shall pay to SEQUIRE, upon demand, all amounts specified in Section 10.1 hereof, as a cancellation charge and not as a penalty, and SEQUIRE may exercise any and all remedies at law, in equity and/or under this Agreement. SEQUIRE may suspend any or all of the Services being provided to Customer immediately if any of the foregoing grounds for termination exists. If Services are suspended, a restoration charge may apply and a deposit in an amount equal to one (1)-month's recurring charges, or greater, may be required, at SEQUIRE's sole discretion, prior to SEQUIRE restoring the Services. In addition, if SEQUIRE discovers or suspects that Customer has engaged in, attempted to engage in, intends to engage in or is engaging in fraudulent or other unlawful activity, SEQUIRE has the right to provide Customer's contact information to the police and other government authorities. SEQUIRE may also terminate this Agreement, the Services, and all related Service Orders at the end of the term stated in the Service Order by providing written notice to Customer prior to expiration of the then-current term; SEQUIRE has no obligation to permit renewal of the Services and/or Service Orders.

10.3 Additional Cancellation and Termination Charges. In the event of any cancellation or termination described in this Agreement, Customer shall also pay SEQUIRE an amount equal to any and all Tariffs, termination charges, porting fees, expenses, taxes, fees, costs and additional charges due under any and all applicable Service Orders, and any charges due to any carrier or Broadband Service provider that has provided services to Customer.

10.4 Cancellation for Legal Compliance. Notwithstanding the foregoing, and upon thirty (30) days prior written notice, either Customer and SEQUIRE shall have the right, without payment of any cancellation charge or other liability, to cancel any affected portion of the Services if: (a) SEQUIRE is prohibited by Law from providing such portion of the Services; (b) any material rate or term contained herein and relevant to the affected Services is substantially changed by or as a result of any regulation or order issued by any court of competent jurisdiction, the Federal Communications Commission, any other local, state or federal government authority, or any carrier or Broadband Service provider; or (c) any carrier or Broadband Service provider from which SEQUIRE is purchasing and reselling services to Customer is unable to provide its services to SEQUIRE.

## 11. EMERGENCY 911 SERVICES.

11.1 Generally. Emergency 911 services (including without limitation Enhanced 911 (E911) services) that may be provided by SEQUIRE in connection with the Services may differ in certain respects from the emergency calling services provided by a traditional wire-line telecommunications provider. These differences may adversely affect the availability and/or timeliness of the provision of 911 services to Customer or others in the event of an emergency. Customer may have to enable 911 services on its devices or Services account. 911 dialing are not automatic. When a user dials 911 using the Services, the user will be routed to the general telephone number for the public safety answering point (PSAP) or local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional wire-line telecommunications 911 dialing. SEQUIRE relies on third parties for the forwarding of information underlying the routing of 911 calls, and accordingly SEQUIRE disclaims any and all liability or responsibility in the event such information is incorrect or delayed, or in the event the routing of a 911 call fails. In addition, due to limitations in technology, the location reported by SEQUIRE to the public

## Sequire SIP Trunking Terms and Conditions

safety dispatcher for Customer's telephone may not include the Customer's specific office or other location within a business premises. Due to the inherent limitation in SEQUIRE's provision of 911 services, CUSTOMER SHOULD ALWAYS HAVE AN ALTERNATE MEANS OF ACCESSING EMERGENCY 911 SERVICES.

11.2 Locations of Users. Customer is responsible for the accurate reporting of the physical location where the Services are to be used and for instructing each employee, agent, and contractor that he/she must provide SEQUIRE with the specific location in which he/she is located within the Customer's premises in the event of an emergency. Customer is required to maintain valid E911 addresses for each of Customer's physical locations where the Services are deployed. Should an emergency arise, emergency services may be delayed or may be unable to respond to Customer's needs if Customer's account does not have a valid E911 address on file. Failure to provide and maintain valid and current information as to the physical location of the telephone(s) could result in a charge to the Customer's account. In the event that any equipment used in connection with the Services is moved to another location, Customer is responsible for notifying SEQUIRE and updating Customer's account records to reflect the new address where the Services are to be provided, and for instructing each employee, agent and contractor that he/she must update SEQUIRE promptly when such employee, agent or contractor changes the physical location to which the Services are being provided. Even though Customer will be able to use the Services in the event Customer changes the physical location where the Services are to be provided, failure to update emergency dispatch information promptly could result in the failure to dispatch.

11.3 Limitations. As indicated in Sections 11.1 and 11.2, SEQUIRE's provision of Enhanced 911 service has several limitations. Those limitations may prevent Customer from making emergency calls. Additional factors that could result in Enhanced 911 failures include but are not limited to any of the following: loss of electrical power, loss of Internet connection for any reason, defective customer premises equipment, network congestion, delays in updating Customer's registered service address, or unavailability of E911 service for phones or addresses outside the United States or Canada. Customer should inform all employees, agents and contractors who may have access to E911 service about this section of the Agreement and make sure they understand the terms and conditions under which the E911 service is available. Customer is solely responsible for marking its telephones and any other devices regarding the potential non-availability of traditional 911 or E911 dialing. In addition, Customer should inform its employees, agents and contractors of the following guidelines for use of 911 or E911 service in connection with the Services:

- Do not hang up from a 911 or E911 emergency service call unless and until instructed to do so by the 911 operators.
- If the call is disconnected for any reason, immediately dial 911 again.
- The caller must be prepared to provide a physical address and a callback telephone number to the 911 operators.

## 12. DISCLAIMER AND LIMITATION OF LIABILITY.

12.1 GENERALLY. SEQUIRE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING OR PERFORMANCE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND ANY OTHER SEQUIRE PRODUCTS, SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE IN A WORKMAN-LIKE MANNER, COMPLIANCE WITH LAWS, QUALITY, ACCURACY, COMPLETENESS OR CURRENCY OF INFORMATION, SYSTEM INTEGRABILITY, TITLE, QUIET ENJOYMENT

## Sequire SIP Trunking Terms and Conditions

AND NON-INFRINGEMENT. SEQUIRE DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE PRODUCTS, SERVICES OR EQUIPMENT PROVIDED WILL OPERATE UNINTERRUPTED, ERROR FREE OR WITHOUT DEGRADATION OR LOSS OF DATA, OR BE SECURE. IN NO EVENT WILL SEQUIRE OR ITS AFFILIATE, THIRD-PARTY SERVICE PROVIDER, FACILITY OPERATOR OR CARRIER, OR THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "SEQUIRE PARTIES") BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY COST OF COVER OR LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING FROM OR RELATED TO THIS AGREEMENT OR A SEQUIRE PARTY'S PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, A FAILURE OF OR A DEFECT IN THE SERVICES, EQUIPMENT OR ANY PRODUCT, A SEQUIRE PARTY'S VIOLATION OF A THIRD PARTY'S RIGHT, OR AN SEQUIRE PARTY'S ACTS OR OMISSIONS. SEQUIRE WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF, A FAILURE OR A DEFECT IN ANY PRODUCT OR SERVICE PROVIDED BY, OR VIOLATION OF ANY THIRD PARTY'S RIGHTS BY ANY THIRD-PARTY SERVICE PROVIDER, FACILITY OPERATOR OR CARRIER. THE SEQUIRE PARTIES' MAXIMUM TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED ONE MONTH'S RECURRING CHARGES UNDER THE RELEVANT SERVICE ORDER.

12.2 EMERGENCY 911 SERVICES. IN ADDITION TO THE FOREGOING, IN NO EVENT WILL ANY SEQUIRE PARTY BE LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS RELATED TO 911 DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL CLAIMS AND ACTIONS ARISING FROM OR RELATED TO 911 DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES. CUSTOMER AGREES TO DEFEND AND INDEMNIFY THE SEQUIRE PARTIES FROM AND AGAINST ANY CLAIM OR ACTION, AND ANY AND ALL RELATED LOSSES, DAMAGES, LIABILITIES, PENALTIES, SETTLEMENT OBLIGATIONS, COSTS, ATTORNEYS' FEES, AND OTHER LEGAL EXPENSES, RELATED TO 911 DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES.

### 13. INDEMNIFICATION.

13.1 Indemnification by SEQUIRE. SEQUIRE will defend Customer, at its expense, against any third-party claim or action, and indemnify Customer from any and all losses, damages, liabilities, settlement obligations, costs, attorneys' fees and other legal expenses related to such third-party claim or action, for bodily injury, death or property damage arising from SEQUIRE's gross negligence or willful misconduct. Customer must: (a) promptly notify SEQUIRE in writing of the claim or action; (b) allow SEQUIRE to control, and cooperate with SEQUIRE in, the defense and any related settlement negotiations; and (c) be and remain in compliance with this Agreement.

13.2 Indemnification by Customer. Customer will defend the SEQUIRE Parties, at Customer's expense, against any third-party claim or action, and indemnify the SEQUIRE Parties from any and all losses, damages, liabilities, penalties, settlement obligations, costs, attorneys' fees and other legal expenses related to such third-party claim or action, arising from or related to: (a) Customer's breach of this Agreement or an agreement between Customer and a third party; (b) Customer's violation, infringement or misappropriation of the third party's intellectual property or other rights in Customer's use of the Services or Equipment; (c) Customer's violation of the third party's privacy, publicity, personality or other rights; (d) Customer's fraud in use of the Services or Equipment or fraud or misrepresentation regarding the nature or volume of Customer's traffic; (e) Customer's violation of an applicable Law; (f) bodily injury, death or property damage to the extent such claim or action arises from the negligence, gross negligence or willful misconduct of Customer, or if strict liability applies; or (g) Customer's business, acts or omissions. Customer will not settle any claim or action without SEQUIRE's prior written consent. SEQUIRE will have the option, at its expense, to participate in the defense or

## Sequire SIP Trunking Terms and Conditions

settlement of the claim or action with counsel of its own choosing. If a conflict of interests arises or exists between the parties or if SEQUIRE has a good faith belief that its rights are being harmed by the counsel selected by Customer, SEQUIRE will have the right to retain separate counsel to represent its interests at Customer's sole cost and expense.

### 14. PRIVACY.

The Services use the public Internet and third-party networks to transmit voice communications and data. SEQUIRE is not liable for the interception, use or disclosure of Customer's voice communications or data. SEQUIRE does not represent, warrant, or covenant that the Services or Equipment will maintain the privacy or security of Customer's voice communications or data.

### 15. NOTICES.

Any notice required or permitted to be given pursuant to this Agreement shall be given in writing by overnight delivery service, sent via certified mail, return receipt requested, emailed, or delivered by hand, and such notice shall be deemed to have been given and received when delivered or when delivery was refused, or with respect to electronic transmissions, at the time of transmission (unless the sender received a notice of transmission failure). SEQUIRE may send any notice to Customer at Customer's latest physical address or email address provided by Customer. Customer must send all notices to the physical address, or email address stated on SEQUIRE's invoice as SEQUIRE's current contact information.

### 16. FORCE MAJEURE.

SEQUIRE's performance of any part of this Agreement shall be excused to the extent that it is hindered by flood, fire, natural disaster, strike, riot, war, terrorism, hostile attack, governmental action, cable cuts, supplier shortages, breaches, or delays, or any other cause (whether similar or dissimilar to those listed) beyond SEQUIRE's reasonable control ("Force Majeure"). SEQUIRE may terminate the Services without liability in the case a Force Majeure hinders SEQUIRE's performance for more than five (5) days.

### 17. ENFORCEMENT.

In the event a suit is brought or an attorney or collection agency is retained by SEQUIRE to enforce the terms of this Agreement or any Service Order, or to collect any monies due hereunder, or to collect money damages for breach thereof, SEQUIRE shall be entitled to recover, in addition to any other remedy available at law or in equity, reimbursement for reasonable attorneys' fees, court costs, collection costs, costs of investigation and other related expenses incurred in connection therewith.

### 18. ENTIRE AGREEMENT.

This Agreement, all documents referred to herein and any related Service Order executed by the parties constitute the entire agreement between the parties and supersede any and all prior agreements between the parties with respect to the subject matter hereof. No additions, deletions or modifications to this Agreement or any Service Order shall be binding unless (a) made in a writing signed by both parties or (b) agreed to by the party to be charged by electronic means. In the event of a conflict between any of the terms and conditions of this Agreement and any Service Order, the terms and conditions in the Service Order shall prevail.

### 19. NO CLASS ACTION.

Customer irrevocably waives any right Customer may have to serve as a representative or as a private attorney general, or to participate as a member of a class of claimants, in any lawsuit, arbitration or other proceeding against any SEQUIRE Party arising from, related to or connected with this Agreement.



## Sequire SIP Trunking Terms and Conditions

### 20. BINDING NATURE AND ASSIGNMENT.

This Agreement and any related Service Orders shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns; provided, however, that Customer shall not assign or transfer its rights or obligations hereunder without the prior written consent of SEQUIRE. SEQUIRE may subcontract all or any part of the Services provided and assign and transfer its rights and obligations under this Agreement.

### 21. ELECTRONIC COMMUNICATIONS.

Customer consents to receive all notices in electronic form. Both parties agree that any agreements and notices made, accepted and/or given by one or both parties in electronic form are as legally binding as if made in physical written form.

### 22. ONLINE ACCOUNT RESPONSIBILITY.

Customer is solely responsible for protecting the secrecy of its username and password. Customer will be liable for any access and/or use of its account, authorized or unauthorized, using Customer's username and password. Customer must notify SEQUIRE immediately if it suspects unauthorized use of its account.

### 23. INDEPENDENT CONTRACTORS.

The parties are independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint venture or enterprise between the parties.

### 24. GOVERNING LAW.

This Agreement and any related Service Orders shall be governed by and construed according to the laws of the State of Missouri, without regard to its conflict of law's provisions.

### 25. LIMITATION ON CLAIMS.

No cause of action may be asserted against either party more than one (1) year after the time the facts giving rise to the cause of action are discovered or should have been discovered.

### 26. ARBITRATION.

Any dispute or controversy arising out of or in connection with this Agreement or any related Service Order, or otherwise related to the Services or Equipment, shall be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law applies to this Agreement. The arbitration will be administered by the American Arbitration Association (AAA), conducted by one (1) arbitrator, and conducted in accordance with the AAA's Commercial Arbitration Rules. The arbitration shall be conducted in St. Louis, Missouri. The parties' briefs and other documents and the arbitrator's findings and decision will be confidential unless required to be disclosed by law. Neither party may use any finding or decision of the arbitrator in existing or subsequent litigation or arbitration involving any other person, entity, or organization. The arbitrator must have sufficient experience in the matter(s) at issue. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final and binding. Neither party shall have the right to appeal an error of law or fact. Each party shall bear the cost of preparing and presenting its case. The fees and expenses of the AAA, including the arbitrator, shall be the responsibility of the non-prevailing party. Any claim or action to enter or enforce the award shall be initiated in the state or federal courts for St. Louis, Missouri. Notwithstanding the foregoing, either party may bring suit in court to enjoin unauthorized access or trespass to its computer networks or any misappropriation, infringement, or violation of its intellectual property rights. The arbitrator will have

## Sequire SIP Trunking Terms and Conditions

the exclusive power to rule on the formation, interpretation, applicability, validity, or enforceability of this Agreement, including without limitation the validity or enforceability of this arbitration agreement. The arbitrator will not have the power to conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals.

### 27. FORUM.

If any dispute or controversy arising out of or in connection with this Agreement or any related Service Order, or otherwise related to the Services or Equipment, cannot lawfully be resolved by arbitration as described in Section 26, the complainant must bring any claim or action in the state or federal courts for St. Louis, Missouri, and the parties waive any objection based on personal jurisdiction, venue or forum non conveniens.

### 28. SEVERABILITY.

If any provision(s) of this Agreement or any related Service Order shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties further agree to substitute a valid provision that most closely approximates the economic effect of the invalid provision.

### 29. WAIVER.

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

### 30. CONSTRUCTION.

To the extent permitted by applicable law, the parties agree to and do hereby waive any applicable statutory and common law that may permit a court to construe a contract against its drafter.

### 31. SURVIVAL.

The terms and provisions contained in this Agreement and any related Service Order that, by their sense and context, are intended to survive the performance thereof by the parties hereto shall survive the completion of performance and termination or cancellation, including, without limitation, the making of any and all payments due hereunder.