



## Sequire CoLocation Terms & Conditions

BY ACCEPTING THESE CO-LOCATION SOLUTIONS 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 Communications Solutions Terms and Conditions (the “Agreement”) are entered into by and between SEQUIRE LLC (“Provider”), a Delaware limited liability company, and the customer purchasing products or services from Provider (“Customer”).

### 1. DEFINITIONS.

The following terms will have the meanings set forth below.

1.1 “Customer Data” means any data, information or other materials of any nature whatsoever provided to Provider by Customer or a User in the course of implementing or using the Services.

1.2 “Service Descriptions” means user manuals and other documentation relating to the Services that are made available to Customer by Provider in digital or hardcopy form, as updated from time to time.

1.3 “Service Fee” or “Service Fees” means the monthly or annual fees set forth in the Service Order to be paid by Customer to Provider as consideration for Provider’s provision to Customer of the Services, but does not include usage fees, taxes or regulatory fees or surcharges, which Customer must pay in addition to the Service Fees.

1.4 “Service Order” means an order for Services or products.

1.5 “Service Plan” means the monthly or annual subscription plan a Customer agrees to in the Service Order.

1.6 “Service Order Addendum” means a Service Order agreed to by Customer subsequent to the initial Service Order.

1.7 “Services” means the products or services that are being provided to Customer as described in the Service Order, including any Additional Services set forth in a Service Order Addendum accepted by Provider.

1.8. “Service Period” means...

2. STANDARD SERVICE DESCRIPTION/CO-LOCATION SCHEDULE TERMS. Standard terms are twelve (12) month, and thirty-six (36) month. This Service Description/Co-location Schedule Service Period is noted

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on the contract signed by the Customer. Upon expiration, the service period provisions as described in the Service Period section of the Customer and Sequire contract shall prevail.

a. For this Service Description/Co-location schedule, Sequire will allow Customer to turn back one (1) cabinet to Sequire with no early termination penalties due to Customer business down-turn.

3. INTERNET ACCESS (IA). Customer agrees to adhere to Sequire's Acceptable Use Policy. This policy is available on the Sequire's partner portal. Customer acknowledges and agrees that ARIN (American Registry for Internet Numbers) addressing policies may require future customer network renumbering. Customer request for Internet address space shall follow ARIN Internet Protocol Assignment Guidelines for End Users. IA provides layer 3 Internet Protocol (IP) based connectivity to the Internet utilizing layer 2 transport from the Customer's UNI to one or more Sequire peering points with the Internet. Sequire's service demarcation router will provide a single Ethernet port as the Customer interface. This will be the demarcation point for the service. Sequire does not provide any firewall, spam, or content filtering features with this service. The router will provide the default gateway and hosted the CIDR prefix assigned by Sequire.

4. CO-LOCATION LOCATION AND HOURS OF OPERATION. The co-location facility, aka "the Premises", hereinafter, Sequire Data Center, is located in Springfield, MO. Shipments must be pre-arranged with Sequire team members and may be sent to Sequire's offices at 2135 W. Vista Street; Springfield, MO 65807. Sequire's office hours are Monday through Friday from 8:00am – 5:00pm.

5. TERMINATION.

5.1 Early Termination by Customer. If Customer terminates the Agreement, or some of the Services provided under the Agreement, before the end of the Initial Term or any Renewal Term (the "Terminated Term"), Provider will charge Customer, and Customer will pay, an early termination charge equal to 100% of the monthly Service Fee for the terminated Services. The early termination charge is in addition to the full monthly Service Fee payable for the month of, plus termination. In addition, if the customer terminates contract before the completion of its first contract year, the customer will pay all remaining fees and charges applicable for the extent of up to the completion of the first year's term. Provider will also charge Customer, and Customer will pay, any unpaid recurring or non-recurring charges waived by Provider at the beginning of or during the Terminated Term. Customer will be responsible to vacate the cabinet according to terms identified in the contract and this Service Description/Co-location schedule.

5.2 Termination by Provider. (a) Provider is entitled, at its sole discretion, to suspend, terminate or change the Services without advance notice upon any misuse of the Services in any way, Customer's breach of the Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer or a User that adversely affects the Services, Provider, Provider's network, or another customer's use of the Services. Provider will be entitled to determine, at its sole discretion, what constitutes misuse of the Services, and Customer agrees that Provider's determination is final and binding on Customer. Provider may require, and if required, Customer will pay, an activation fee as a condition to changing or resuming a terminated or suspended account.

(b) Provider is entitled to terminate any affected portion of the Services if: (i) Provider is prohibited by law from providing such portion of the Services; or (ii) 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

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issued by any court of competent jurisdiction, the Federal Communications Commission (FCC), any other local, state or federal government authority, or any carrier or Internet service provider.

(c) Upon termination of this Agreement under this Section 5.2, Customer will be responsible for the full monthly Service Fee for the month in which termination occurs, in addition to any accrued but unpaid usage and other charges.

(d) On termination or expiration of this Service Description/Co-location schedule, Customer shall remove all its equipment and other personal property from the Premises. If the Customer fails to do so, then after giving Customer fifteen (15) days written notice, Sequire may remove such equipment and other personal property and either store it or dispose of it in Sequire's sole discretion. Customer shall pay all costs of such removal, storage, and disposal.

### 6. FEES, BILLING AND TAXES.

6.1 Payment of Service Fees. Customer will pay the Service Fees for Services ordered by Customer, and all other amounts due under the Agreement, pursuant to the terms of this Section 6.

6.2 Credit. The provision of Services is contingent upon establishment of and continuing credit approval by Provider. Customer hereby consents to Provider's procurement of a credit score or report regarding Customer. At any time during the Term, Provider is entitled to require a deposit or other acceptable form of security from Customer, as it deems appropriate. In addition, if requested by Provider, Customer agrees to provide, within two (2) business days of request, appropriate financial records to evaluate Customer's continuing ability to pay. Provider 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, Provider will have the right to offset against any security or deposit held any amounts owed to Provider by Customer, and to invoice and collect all other amounts owed.

6.3 Billing. Provider will provide Customer with a monthly online billing statement for the Services provided each calendar month and bill all charges invoiced to Customer's account. Such charges will include monthly service fees, storage charges, activation charges, equipment charges, toll charges, shipping charges, taxes, regulatory recovery fees and any other applicable charges. Monthly Service Fees will be paid in advance of each month's service; any variable charges associated with usage and any other applicable charges associated with such usage shall be billed in arrears. Billing for monthly Service Fees commences upon ordering of the Services, and monthly Services Fees will be billed pro rata in the months in which such Services commence. Customer agrees to provide Provider with complete and accurate contact and payment information, which may include Customer's credit card information and Customer agrees to advise Provider of any changes thereto. To the extent Customer's payment method is by credit card, Customer authorizes Provider 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 Provider with accurate or complete credit card information, suspend or terminate the Services. To the extent Customer's payment method is by ACH, and is determined to have insufficient funds, the Provider may charge the Customer a fee.

6.4 Late/Non-payment. If any charges for the Services are due but unpaid for any reason, Provider may suspend or terminate the Services and all accrued charges will be immediately due, plus a late fee of

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1.5% per month. A fee may also be charged to activate a suspended or terminated account. No suspension or termination of the Services or of this Agreement will relieve Customer from paying any amounts due hereunder.

6.5 Taxes. All Service Fees and other charges are exclusive of any taxes, surcharges, public utility fees and regulatory fees. Such taxes and fees will be billed by Provider and paid by Customer. Taxes and regulatory fees may increase during the Term, and Customer will pay such increased fees commencing with the next monthly bill. Should Customer claim an exemption of any taxes or regulatory fees, Customer must provide official documented and certified proof of such exemption. In no event will Provider be liable for any taxes due by Customer or its User, and Customer will defend, indemnify, and hold harmless Provider if any claim for taxes or fees is made. If any amounts paid for the Services are refunded by Provider, applicable taxes and regulatory fees may not be refundable.

6.6 Regulatory Recovery/ Compliance Fees. A regulatory cost recovery fee may be charged monthly to offset costs incurred by Provider in complying with inquiries and obligations imposed by federal, state and municipal regulatory authorities and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The regulatory cost recovery fee will apply to every phone number assigned, including toll free and virtual numbers. The regulatory cost recovery fee may increase during the Term, and Customer will pay such increased fee commencing with the next monthly bill.

6.7 Service Pricing Changes. Provider may change the Service Pricing, the types of Service Plans and any additional usage charges without advance notice. Notwithstanding the foregoing, the Service Pricing agreed upon in Customer's Service Order will not be increased during the Initial Term. With respect to any Renewal Term, the Customer will be charged Provider's then-current Service Pricing in effect at the commencement of the Renewal Term.

6.8 Availability. Customer acknowledges and agrees that the Services may not be available 100% of the time. Additionally, Services will not be available in the event of interruption in Customer's or its User's internet or broadband service. Provider will not credit Customer for any interruptions in Service.

6.9 Discounts. From time to time in its sole discretion, Provider may offer promotions or discounts. Any promotion or discount codes must be provided to Provider upon purchase of the Services. Customer will not be entitled to a subsequent credit for such promotions or discounts if not requested at the time of account creation or change of Service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively.

6.10 Billing Disputes. Customer must dispute any charges for the Services in writing to Billing@Sequireit.com within thirty (30) days of the date of the charge by Provider, or Customer waives any objection and further recourse with regard to such charges. Notwithstanding the foregoing, Customer shall pay all undisputed charges in accordance with this Agreement.

### 6.11 Ancillary Fees

The Customer may be charged for exceeding the carrier's abandoned call rate, requesting expedited orders, and/or cancelling LMP services.

### 6.12 Return & Refund Policy

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Thanks for shopping with Sequire LLC. If you are not entirely satisfied with your purchase, we're here to help.

Returns – You have 30 calendar days to return an item from the date you received it. To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original packaging. Your item needs to have the receipt or proof of purchase.

Refunds – Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within 30 days, depending on your card issuer's policies.

Contact Us If you have any questions on how to return your item to us, contact us at 833-273-7873 or [billing@sequireit.com](mailto:billing@sequireit.com).

7. CUSTOM SPACE AND CABINET. Sequire will provide space for Customer's equipment in a segregated area in the Sequire Data Center and/or in Sequire's cabinets located on the Premises either of which shall be referred to as a Co-location Location. This is a license for the duration of the Service Description/Co-location Schedule and shall not be considered a lease. There shall be no landlord-tenant relationship between Customer and Sequire.
  - 7.1 Sequire shall at all times remain the lessee of the Premises, subject to the Customer's right to use the Co-location Location in accordance with Service Description/Co-Location Schedule. Customer shall comply with all requirements of Sequire's lease.
  - 7.2 Customer shall not provide, make available, sublease, sublicense, or permit in any manner any third party to use all or any portion of the Co-location Location or Premises without direct written approval from Sequire. Customer shall not directly interconnect utilizing wired, wireless, or other technologies, to any other customer Cabinet, Custom space, or carrier. All interconnections shall be accomplished through the use of Sequire.
  - 7.3 Neither Customer's abandonment nor vacating of the Co-location Location in violation of this Agreement shall relieve or reduce Customer's liability to Sequire including, without limitation, liability for fees or charges due hereunder.
  - 7.4 Customer represents and warrants to Sequire that it has obtained or will obtain, at Customer's sole cost and expense and prior to the installation of any equipment, from all applicable public and/or private authorities, all licenses, authorizations, and permits necessary to install and operate Customer's equipment within the Premises. Customer further represents and warrants that it will maintain all such Authorizations throughout the term of this Agreement.
  - 7.5 All equipment to be utilized in Cabinet Space and all cabinets to be utilized in Custom Space must be pre-approved by Sequire in writing and all equipment will be subject to available co-locate space capacities and facilities as designated and designed by Sequire in its sole discretion. Customer shall provide a detailed diagram of the equipment and its intended installation including power loading requirements to Sequire. Customer may be provided written notice of demand to remove unapproved items at any time and Sequire is hereby authorized to immediately disconnect or

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remove unauthorized items and equipment from any Co-location without liability. Should Sequire adjust its list of approved equipment vendors, Customer approved and installed equipment and/or equipment layout will be allowed to remain in Customer's Co-location Location unless such equipment is or is anticipated to cause damage to Sequire, Sequire's Data Center infrastructure, or other Sequire customers.

- 7.6 Customer will follow normal industry standards with regard to equipment installation and removal in a data center environment. No equipment or wiring shall protrude beyond the cabinet enclosure or footprint. Any device intended to broadcast any radio frequency energy is prohibited. If Customer is utilizing cabinets, all equipment must be wholly contained within the cabinet and the doors thereof must be, and remain, securely closed.
- 7.7 Customer shall provide Sequire with means of access to the Co-location Location. Sequire shall have the unrestricted right to enter the Co-location Location for the purpose of inspecting the same.
8. DELIVERIES. Sequire may accept deliveries on behalf of Customer under the following conditions: (1) Customer must notify Sequire in writing twenty-four (24) hours in advance, based on business days, to the delivery attempt; (2) Sequire will only accept deliveries during its regular business hours of Monday through Friday from 8:00am – 5:00pm CST excluding Sequire's scheduled holidays; (3) Sequire is not responsible for the inspection of, or the condition of, the delivery content, and (4) Sequire is held harmless for any loss of, or damages claimed of handling of, the delivery content on Customer's behalf. Customer is responsible for all aspects of receiving, installation, and removal of Equipment, including bringing appropriate equipment, tools, and packaging materials. Customer must within twenty-four (24) hours to remove all packaging and/or materials brought into the Premises; if Sequire is forced to remove or clean up after any Customer activity, Sequire will invoice, and Customer will pay all costs and Sequire charges associated with such removal and clean-up.
9. ELECTRICAL. Customer shall not, without prior written consent of Sequire, order, install or arrange for additional electrical power on the Premises. Additional electrical power facilities and equipment installed or utilized by Customer, if permitted by Sequire, will be ordered from Sequire, and may result in additional charges.
- 9.1 Customer will ensure that all Customer equipment does not pose safety hazards to any personnel. This includes exposed AC electrical hazards, trip and slip hazards, hazardous material storage deficiencies, improperly secured or overloaded equipment cabinets, inadequate ingress, and egress space. OSHA and local codes will apply. Customer shall have full responsibility and liability for all Customer equipment.
- 9.2 If Sequire or Customer detects any noise or interference above the thresholds or limits for EMI/RFI that are established by the FCC, it will be Customer's responsibility to correct those occurrences to Sequire's satisfaction immediately upon notification or detection by Customer or Sequire.
- 9.3 If Sequire will designate placement of Customer equipment within Co-Location Location.
10. RELOCATION. Sequire shall not arbitrarily require Customer to relocate Customer's equipment; provided however upon sixty (60) days prior written notice, or such lesser time as may be reasonable in the event of an emergency, Sequire may require Customer to relocate Customer's equipment to a site which shall

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afford comparable environmental conditions for Customer's equipment and comparable accessibility to Customer equipment. Prior to the relocation of Customer equipment, Sequire shall prepare, at Sequire's sole cost and expense, the new space to which Customer's equipment will be relocated. Customer shall be responsible, at Customer's sole cost and expense, for relocating and installing Customer's equipment in the new space. Sequire and Customer shall work together in good faith to minimize any disruption of service that might be associated with a relocation of Customer's equipment. Customer hereby waives and releases Sequire from all claims that may arise from any loss, damage, cost, or expense related to a relocation of Customer's equipment, except to the extent such claim is caused solely by the gross negligence or willful misconduct of Sequire.

11. **INSURANCE.** During the term or extended term hereof, Customer shall keep in force at Customer's expense general liability insurance, automobile liability insurance and worker's compensation insurance. The general liability insurance shall include contractual liability insurance as respects this Service Description/Co-location Schedule. It is acceptable for the customer to be a qualified self-insurer for workers' compensation in the state of Missouri.

12. **INDEMNIFICATION.**  
Customer agrees that neither Sequire nor any affiliate shall have any liability to Customer or its permittees who may enter the Premises, or to other who may suffer death, injury, or damage to the extent, it may be caused by the Customer or and Customer permittee or any third party. Sequire agrees that neither Customer nor any affiliate shall have any liability to Sequire, or others who may suffer death, injury or damage to the extent it may be caused by Sequire. Customer will defend the Provider Parties, at Customer's expense, against any third-party claim or action, and indemnify and hold harmless the Provider 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; (c) Customer's violation of the third party's privacy, publicity, personality or other rights; (d) Customer's violation of an applicable law; (e) 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 in the case where strict liability applies; (f) Customer's business, acts or omissions; or (g) acts or omissions by Users that, if done by Customer, would constitute a breach of this Agreement. Customer will not settle any claim or action without Provider's prior written consent. Provider will have the option, at its expense, to participate in the defense or 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 Provider has a good faith belief that its rights are being harmed by the counsel selected by Customer, Provider will have the right to retain separate counsel to represent its interests at Customer's sole cost and expense. Customer will not settle any claim without Provider's prior written consent.

13. **MISCELLANEOUS.**  
Unless otherwise specified in this Agreement, any notice required or permitted to be given pursuant to this Agreement will be given in writing by overnight delivery service, sent via certified mail, return receipt requested, e-mailed, or delivered by hand, and such notice will 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). Customer consents to receive all notices in electronic form, and Provider may send any notice to Customer at

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Customer's latest physical address or e-mail address provided by Customer. Both parties agree that any agreements and notices made or provided by one or both parties in electronic form, and in accordance with this Agreement, are as legally binding as if made in physical written form. Customer must send all notices to Provider via e-mail in accordance with the following:

To report misuse or fraudulent use of Service: [Support@Sequireit.com](mailto:Support@Sequireit.com)

To submit a billing dispute: [Billing@Sequireit.com](mailto:Billing@Sequireit.com)

All other notices: [Services@Sequireit.com](mailto:Services@Sequireit.com)

13.2 FORCE MAJEURE. Provider's performance of any part of this Agreement will 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, Provider's inability to perform as a result of actions or inactions of third parties, Customer, a User or Provider's vendors, including, without limitation, Customer's failure to provide or maintain a circuit with respect to an order for Service, or any other cause (whether similar or dissimilar to those listed) beyond Provider's reasonable control (a "Force Majeure"). Provider may terminate the Services without liability if a Force Majeure hinders Provider's performance for more than five (5) days.

13.3 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 Provider Party arising from, related to or connected with this Agreement or any Service Order.

13.4 BINDING NATURE AND ASSIGNMENT. Customer's rights and obligations in this Agreement will not be assigned, delegated, or otherwise transferred in whole or in part without the prior written consent of Provider. Except as part of the sale of all or substantially of the assets for Provider or the assignment of this Agreement, or any rights or obligations thereunder, to any of Provider's affiliates (which will not require Customer consent), Provider's rights and obligations in this Agreement will not be assigned, delegated or otherwise transferred in whole or in part without the prior written consent of Customer, which will not be unreasonably withheld. For sake of clarity, Provider may assign, delegate and transfer some or all its rights and obligations under this Agreement to its affiliates. Except as otherwise expressly provided herein, this Agreement will inure to the benefit of, and will bind, the heirs, executors, personal representatives, administrators, successors and permitted assigns of Provider and Customer.

13.5 GOVERNING LAW. This Agreement and any related Service Orders will be governed by and construed according to the laws of the State of Missouri, without regard to its conflict of law provisions. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

13.6 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, will 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 will be conducted in St. Louis, Missouri. The language of the arbitration will be English. The parties' briefs and other documents and the arbitrator's findings and decision will be confidential unless required to be



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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 will follow the plain meaning of the Agreement and will be final and binding. Neither party will have the right to appeal an error of law or fact. Each party will bear the cost of preparing and presenting its case. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. This agreement to arbitrate also requires Customer to arbitrate claims against other parties relating to Services or products provided or billed to Customer if claims are asserted against Provider in the same proceeding. 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 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. 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, cannot lawfully be resolved by arbitration, the complainant must bring any claim or action in the state or federal courts for Springfield, Missouri, and the parties waive any objection based on personal jurisdiction, venue, or inconvenient forum.

### 13.7 ENTIRE AGREEMENT, AMENDMENTS, CONFLICT, SEVERABILITY, WAIVER, SURVIVAL.

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 and rates between the parties with respect to the subject matter hereof. No additions, deletions or modifications to this Agreement or any Service Order will be binding unless (a) made in a writing signed by duly authorized representatives of 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 will prevail. The parties are independent contractors. Nothing contained herein will be construed as creating any agency, partnership, or other form of joint venture or enterprise between the parties. If any provision(s) of this Agreement or any related Service Order is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will 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. The failure of either party to require performance by the other party of any provision hereof will not affect the right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken to be a waiver of the provision itself. To the extent permitted by applicable law, the parties agree to and do hereby waive any applicable statutory or common law that may permit a court to construe a contract against its drafter. No claim or cause of action may be asserted against either party more than three (3) months after the time the facts giving rise to the claim or cause of action are discovered or should have been discovered. In the event a suit is brought or an attorney or collection agency is retained by Provider 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, Provider will be entitled to recover, in addition to any other remedy available at law or in equity, reimbursement for attorneys' fees, court costs, collection costs, costs of investigation and other related expenses incurred in connection therewith.

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 will survive the

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completion of performance and termination of this Agreement, including, without limitation, payment obligations, the limitations on damages and liability, ownership of intellectual property, and defense and indemnity obligations.