



# Direct Routing Terms and Conditions

**Entire Agreement.** This SOW constitutes the entire agreement between Konica Minolta and Client. This SOW supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder.

**Service Beginning.** The Services provided under this SOW will begin on the first day that, at Konica Minolta's sole discretion, the Services are made available to Client.

**Password(s) and Security of Client's Phone Service.** Konica Minolta VoIP service has generic password(s). Client must change the password(s) when its service begins to protect its phone traffic from hacking and illegal activities. Client is responsible for any and all illegal use of its VoIP service. Konica Minolta is not responsible for the password(s) or the security of Client's phone access or traffic generated.

**911 Dialing.** Konica Minolta 911 Dialing will be implemented and operational with the Services. The Services may not be used in any geographical area different from that reported to Konica Minolta as Client's installation site. With E911 service, when Client dials 911, Client's telephone number and registered address is simultaneously sent to the local emergency center assigned to Client's location, and emergency operators have access to the information they need to send help and call Client back if necessary. By using the Services, Client authorizes Konica Minolta to disclose Client's name and address to third parties involved with providing 911 Dialing to Client, including, without limitation, call routers, call centers and local emergency centers.

**Additional Emergency Call Service Requirements for Multi-Line Telephone Systems (United States):** For Services provided in the United States, Client acknowledges and agrees to comply the following additional requirements:

- Kari's Law Compliance: Kari's Law requires that all outbound dialing Multi-Line Telephone Systems (MLTS) must provide direct access to 911 service without the caller having to dial an initial number, digit, prefix or other access number before dialing 911. All Customers with enterprise phone systems are required to be configured as follows:
  - Enable dialing 911 directly without requiring a prefix or outside code;
  - Notify an on-site party such as the receptionist or security manager when an emergency call is placed from within the organization; and



- Send a valid callback number that a 911 dispatcher can utilize to reconnect with the 911 caller. (Customer should not send the main number of its office as it could connect the dispatcher to a receptionist or auto attendant, instead of the 911 caller).
- Ray Baum Act Compliance (Dispatchable Location): Section 506 of the Ray Baum's Act requires that all Multi-Line Telephone Systems (MLTS) Customers provide a "dispatchable location" on all emergency 911 calls. A dispatchable location is defined not only as the street address of the 911 calling party, but also must include additional information such as room number, floor number, or similar information necessary to adequately identify the location of the calling party. Customer acknowledges and agrees that Customer is responsible to ensure their Multi-Line Telephone Systems are up-to-date and compliant with the dispatchable location requirements of the Ray Baum Act.

**Registration of Physical Location Required.** For each phone number that Client uses for the Services, Client must register with Konica Minolta the physical location where Client will be using the Services with that phone number. When Client moves the Device to another location, Client must register its new location. If Client do not register its new location, any call Client makes using the 911 Dialing feature may be sent to an emergency center near Client's old address.

**Confirmation of Activation Required.** Client's 911 Dialing feature will not be activated for any phone line that Client uses with the Services, unless and until Konica Minolta has confirmed that the 911 Dialing feature has been activated for that phone line.

**Outages.** Outages due to electrical, Internet or other failures. Client acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VoIP network. Client acknowledges that the Services will not function if there is an interruption of Client's broadband or high-speed Internet access service.

**Non-Voice Systems.** Client acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. By agreeing to the terms of this SOW, Client waives any claim against Konica Minolta for interruption or disruption of such systems by the Services.

**Directory Listing.** Directory Listing is the listing of Client's contact information in various local phone book printings. Directory Listing service is a "best effort" service and Konica Minolta shall not be responsible in any way for Directory Listing(s) or omitted or inaccurate information contained in Directory Listing(s).

#### **Billing, Charges and Payment.**

- i. Credit Terms. All services provided to Client and covered by this SOW shall at all times be subject to credit approval or review by Konica Minolta. Client will provide such credit



information or assurance as is requested by Konica Minolta at any time. Konica Minolta, in its sole discretion and judgment, may discontinue credit at any time without notice.

- ii. **Billing.** Konica Minolta will send Client a monthly invoice or make available to Client a monthly online invoice or email to Client's billing department (see below) a monthly invoice for all Services and charges incurred herein. Said invoices shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees may be billed in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. Billing for monthly service fees commences upon activation of the Services, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. Thereafter, billing for monthly services may occur in advance of the month the Services are provided, whereas billing for any toll or long-distance charges will occur in arrears.
- iii. **Payment.** Client agrees to pay each monthly invoice issued by Konica Minolta in full within thirty (30) days from the date on the invoice. The monthly invoices will be prepared using commercially accepted practices on or near the first (1st) day of each month. Payments must be received by Konica Minolta within thirty (30) days from the date of invoice ("Due Date") to avoid finance charges. Payments not made by the Due Date shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less. Such interest shall accrue daily on all amounts due hereunder, including accrued default interest from the Due Date until payment in full is received by Konica Minolta.
- iv. **Suspension or Termination for Late/Non-Payment.** If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined Client credit card charges, Konica Minolta may suspend or terminate the Services and all accrued charges shall be immediately due. If Client fails to pay Konica Minolta within thirty (30) days of invoice date, Konica Minolta has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, Client agrees to immediately pay all amounts owed to Konica Minolta. Konica Minolta reserves the right to charge Client a re-establishment of service fee.
- v. **Taxes.** Prices for the Services do not include any applicable customs, duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by Client and will be added to any amounts otherwise charged to Client unless Client provides Konica Minolta with an appropriate exemption certificate. If any amounts paid for the Services are refunded by Konica Minolta, applicable taxes may not be refundable. At the present time, under the terms of Konica Minolta's VoIP phone service, federal excise taxes are applicable.
- vi. **Credits and Discounts.** Credit allowances are under the sole discretion of Konica Minolta. From time to time in its sole discretion, Konica Minolta may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by Client upon purchase of the Services. Client shall 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.



vii. **Equipment Purchases.** Client may purchase equipment from Konica Minolta and pay the purchase price in monthly installments during the Service Term; provided, that all repairs, returns or exchanges of such equipment shall be subject exclusively to the Konica Minolta Unified Communications RMA Terms and Conditions, which is available upon request.

**Incremental Billing.** If applicable, every call to or from equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the respective plan ordered by Client. Every call to or from equipment using the Services that originates or terminates with a SIP service that is not affiliated or associated with Konica Minolta will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the respective plan ordered by Client. As applicable, long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the domestic United States and Canada will be charged at the current rates. The duration of each call from the domestic US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.

**Telephone Number.** Telephone numbers provided by Konica Minolta ("Number") to Client shall be leased and not sold. Konica Minolta reserves the right to change, cancel or move the Number at its sole discretion. If, however, Client chooses to 'port' its existing phone number into the Konica Minolta VoIP service, Client shall also be able to 'port' the number out of the Konica Minolta network upon termination of the Services if Client has maintained an account in good standing with Konica Minolta.

**Prohibited Uses.** Any use of the Services or any other action that causes a disruption in the network integrity of Konica Minolta or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Client understands that neither Konica Minolta nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Client agrees that it will not use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Client agrees and represents that it is purchasing the Services and/or the equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the equipment without the advance express written permission of Konica Minolta. Use of the Services shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or commercial usage, unless specifically agreed to otherwise in writing by Konica Minolta and Client.

**Indemnification.** Each party agrees to defend, indemnify and hold the other party harmless from and against any claims or damages relating to this SOW.

**Warranty and Liability Limitations.**



- i. Konica Minolta makes no warranties, express or implied, about the Services, including but not limited to implied warranties of merchantability or fitness for a particular purpose, and said warranties are expressly denied.
- ii. Konica Minolta is responsible only for the maintenance and operation of equipment owned by Konica Minolta and is not responsible for the performance of any equipment that is not owned by Konica Minolta. Konica Minolta shall not be responsible for any damages resulting from acts of God or the negligent or willful acts of Client, Client's employees or assigns.
- iii. Konica Minolta shall not be liable for any direct, indirect, consequential, incidental damages, including but not limited to damages for loss of profit, interruption of business, interruption of service or loss of data, which are caused by a disruption in service. The foregoing will be true even if Konica Minolta has been advised of the possibility of such damages. The total aggregate liability of Konica Minolta for failure to perform or provide the Services it has agreed to perform and provide hereunder shall not exceed a credit to Client's account for the total number of days the Service were interrupted.

**Assumptions.**

- Source material used on a project will not be stored by Konica Minolta at the completion of the Project.
- Any changes in scope to the tasks of the SOW, or inaccuracy in assumptions will necessitate a change to the SOW, and will be handled according to the Change Order Process as described in this SOW.
- Konica Minolta is not responsible for data corruption or Client-side failures outside of Konica Minolta's control. Changes in the Project associated with recovery from such events will be handled according to the Change Order Process section.
- Konica Minolta assumes that it will be provided appropriate access to Client network when necessary.
- Konica Minolta makes no representations, warranties, guarantees or commitments for any third-party products or services.
- Any production issues or errors uncovered with the Project and determined by Konica Minolta to be In Scope shall be corrected by Konica Minolta for a maximum of thirty (30) days after the completion of the SOW.

**Force Majeure (Events Beyond Our Control).** Failure of either party to perform under this SOW (except the obligation to make payments) will not subject such party to any liability to the other if such failure is caused by acts of God, acts of terrorism, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes or other labor trouble, compliance with any order or regulation of any government entity, or by any cause beyond the reasonable control of the affected party, whether or not foreseeable; provided, that written notice of such event is promptly given to the other party.

**Dispute Resolution.** If Client has any dispute or seeks any cure (including billing issues) regarding this SOW, it shall notify Konica Minolta via Konica Minolta's standard Client service interfaces (phone, email, US Mail) regarding the nature and basis of the dispute or requested



cure within thirty (30) days of the disputed event or statement date, or the dispute/cure shall be waived. Both Konica Minolta and Client shall diligently work toward resolution of all issues.

**Governing Law, Jurisdiction, and Venue**

New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this Agreement. Any legal action between the parties arising out of or related to this Agreement shall be adjudicated by binding arbitration by JAMS, Inc. in Bergen County, New Jersey in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

**Termination.** Upon expiration of the Service Term, the monthly charge will revert to the then prevailing month-to-month rate unless Client renews this SOW at current prevailing rates or terminates the Services. To terminate this SOW, Client must notify Konica Minolta in writing at least thirty (30) days in advance.

Konica Minolta may terminate the Services in this SOW in whole or in part for Client's refusal in any material respect to perform its obligations under this SOW, or for the violation of any material terms or conditions of this SOW or if Konica Minolta's vendor cannot or will not provide the Services in this SOW; provided, that Konica Minolta notifies Client in writing (including electronic mail).

**Termination Liability:** If Client terminates this SOW prior to the end of the Service Term for any reason other than Konica Minolta's material breach of this SOW, which remains uncured after forty-five (45) days from Konica Minolta's receipt of Client's written notice, Client shall pay to Konica Minolta within thirty (30) days of such termination 80% of all recurring charges for the balance of the Service Term and all non-recurring charges associated with this SOW.

**Miscellaneous**

- i. Additional charges may be incurred for circuit expedites, extended demarc or additional wiring. Client will be responsible for these additional charges.
- ii. If any provision of this SOW is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. Additionally, should any provision of this SOW be found by a court of competent jurisdiction to be invalid, the parties agree said finding will invalidate only that specific provision while the remainder of the SOW and all other provisions will remain in full force and effect.
- iii. Konica Minolta and Client agree and acknowledge that Konica Minolta's relationship with Client is and will be that of an independent contractor and nothing in this SOW is intended to or should be construed to create a partnership, joint venture or employment relationship.



- iv. Konica Minolta shall be entitled to recover any and all costs incurred in enforcing the terms of this SOW, including but not limited to all costs of collection, all court costs and reasonable attorney fees.
- v. Client agrees to use its best efforts to reasonably protect any Konica Minolta property that may be included in this Agreement and operated at Client's location (such as an Konica Minolta owned router).

**Authority.** Each individual executing this SOW on behalf of a corporation or other legal entity represents and warrants that (i) he or she is duly authorized to execute and deliver this SOW on behalf of said corporation or other legal entity in accordance with and without violating the provisions of its governing documents, and (ii) this SOW is binding upon and enforceable against said corporation or other legal entity in accordance with its terms.

**Signatures.** Agreed upon on the date appearing below, Client acknowledges that Client has read and understands the terms of this SOW. This SOW may be signed in counterparts, each of which shall be deemed an original. Facsimile or photocopied signature shall be deemed to be the functional equivalent of an original for all purposes.