



1250 Powers Ferry CMN SE
Marietta, GA 30067
770-953-2500 (office) 866-245-8346 (fax)
www.csatlanta.com

3CX Terms and Conditions

Overview

This is the Telecommunications Services Agreement for Conquest Solutions, LLC (Conquest) Hosted PBX Business communications service ("Service"). This Agreement governs both the Hosted PBX and SIP Trunk Service and any Equipment, such as a VOIP phone, Firewall, Multimedia Terminal Adapter, Analog Telephone Adapter or any other VOIP connection equipment, ("Equipment") used in conjunction with the Service. By activating the PBX Service, you acknowledge that you have read and understood, and you agree to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

1. Service

1.1 Term

The term of service is stated on your quotation. Billing begins on the date that Conquest activates your Service and will be pro-rated for the first partial month. Recurring charges are billed at the beginning of each month for the current month. Usage charges for phone calls made during the previous month will be billed on the current month invoice. Once the initial term has expired, the contract shall continue on a month to month basis until cancelled by either party. Customer must give a minimum of 30 days written notification of cancellation. Customer is responsible for paying the full month invoice for the month during which termination of service occurs, as well as any per call usage charges. Expiration of the term or termination of Service does not excuse the customer from paying all unpaid, accrued charges due in relation to the Agreement. Any equipment provided on a lease to ownership term must be paid in full regardless of the remaining term of the contract.

1.2 Prices for Service

Pricing for service is provided in the form of a separate quotation document which has been signed and accepted by Customer.

1.3 Customer Service and NOC Support

Conquest provides normal customer service during regular business hours 9am to 5pm Monday through Friday for the purpose of answering standard end-user customer service requests and providing technical support specifically related to VOIP. System failures may be reported 24 hours a day 7 days a week to Conquest's Network Operations Center (NOC) via telephone or email. Trouble diagnosis and repair for problems not due to the fault of Conquest will be charged at \$185 per hour, with a one hour minimum. Such problems may include local LAN network problems, customer owned equipment such as routers and firewalls, or Internet Service Provider (ISP) related problems.

1.3.1 Advanced Technical Support

Conquest's Advanced Technical Support provides enhanced services beyond our standard unified communications support. This advanced support provides customers with the



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assurance of designated professionals who provide a high-touch, enhanced level of service and support. Advanced Technical Support is ideal for companies with multiple locations, complex network infrastructures, or those desiring specialized expertise in ongoing network management and troubleshooting. Examples of Advanced Technical Support include, scripting adjustments, API integrations, adding announcements, call flow changes, programming changes, custom wallboards, MACD (move, add, change or disconnect services) and end user training, etc. Services requested that fall under Advanced Technical Support are quoted as a Project Fee. Please contact Conquest Solutions to get a quote for Advanced Technical Support requests.

1.4 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Conquest

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional LAN and broadband connection to the Internet (which is not provided by Conquest) and that, accordingly, in the event of an outage of customer provided network components, or termination or failure of service with or by your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should Conquest suspend or terminate your Service, the Service will not function until such time as Conquest restores your Service (which may require payment of all invoices and reconnection fees owed by you and/or cure of any breach by you of this Agreement).

1.5 Prohibition on Resale and restrictions on Unlimited call plans

If you have subscribed to Conquest's VOIP Services, the Service and Equipment are provided to you as a business user. This means that you are not to resell or transfer the service or Equipment to any other person for any purpose, without express written permission from Conquest in advance. You agree that the Conquest "Unlimited" Business Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, inbound or outbound call centers, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. For the purposes of determining if the Customer's Service is being used for any of the aforementioned activities, Conquest may, at its sole discretion, employ a cap of 1,000 pooled minutes for each "unlimited" seat.

1.6 Lawful Use of Service and Equipment

1.6.1 Prohibited Uses

You agree to use the Service and Equipment only for lawful purposes. Without limitation, you agree not to use the Service or Equipment for transmitting or receiving any communication or material of any kind which in Conquest's sole judgment the transmission, receipt or possession of such communication or material: (i) would constitute a criminal offense, give rise to a civil



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liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law (the uses described in clauses (i) and (ii) above are collectively referred to as "Prohibited Uses"). Conquest reserves the right to terminate your service immediately and without advance notice if Conquest, in its sole discretion, believes that you are using the Service or Equipment for a Prohibited Use. Upon any such termination, you shall continue to be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable and may at Conquest's discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or Equipment by yourself and by any person making use of the Service or Equipment provided to you and agrees to indemnify and hold harmless Conquest against any and all liability for any such use. If Conquest, in its sole discretion believes that you have used the Service or Equipment for a Prohibited Use, Conquest may forward the objectionable material, as well as your communications with Conquest and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

1.6.2 Use of Service and Equipment by Customers Outside the United States

Conquest does not offer local phone service or 911 emergency services outside the United States. If you use the Equipment in a country other than the United States, you do so at your sole risk, including the risk that such activity violates local laws and that 911 emergency services are unavailable. You are liable for any and all charges, fees, fines, taxes, regulatory charges or penalties resulting from use of the Service and/or Equipment outside the United States by you or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Conquest against any and all liability for any such use. Should the removal from the United States of the Equipment violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless Conquest against any and all liability for such violation. Conquest does not guarantee that the Service or Equipment will operate overseas.

1.7 Copyright / Trademark / Unauthorized Usage of Equipment, Firmware or Software

The Service, Equipment and all firmware and software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on Conquest's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Conquest are and shall remain the exclusive property of Conquest and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) during the term of this Agreement strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Service and that Conquest will not



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provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. If you decide to use the Service through interface Equipment not provided by Conquest, which Conquest reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use such interface Equipment with the Service and you will indemnify and hold harmless Conquest against any and all liability arising out of your use of such interface Equipment with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.8 Tampering with the Equipment or Service

You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from Conquest in each instance, which Conquest may deny in its sole discretion. Conquest reserves the right to terminate your Service should you tamper with the Equipment, in which case you shall be responsible for: (i) the full charges to the end of the current term, including without limitation unbilled charges; (ii) a disconnect fee, and (iii) the cost of all tampered Equipment, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

1.9 Theft of Service

You agree to notify Conquest immediately, in writing or by calling the Conquest customer support line, if the Equipment is stolen or if you become aware at any time that your service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as Conquest receives proper notice of the theft or fraudulent use, you will be liable for all use of the Service using Equipment stolen from you and any and all fraudulent use of the Service.

1.10 Equipment Purchase

All hardware, such as telephones and analog telephone adapters must be certified for Conquest's network. The manufacturers' warranties apply to any equipment bought from Conquest unless phone maintenance is purchased. Any equipment returned to Conquest for replacement or credit, for any reason, must include (i) proof of purchase and original packaging; (ii) the contents are undamaged and in original condition, (iii) all parts, accessories, documentation and packaging materials are returned; and (iv) equipment is returned with a valid return authorization number obtained from Conquest's customer care department. You are responsible for the cost and risk of return shipping of equipment. If you receive cartons and/or Equipment that is visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact Conquest's customer care department immediately. To obtain a return authorization number,



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you must contact Conquest's customer service department at (support@csatlanta.com) or (770-953-2500).

1.11 Number Transfer on Service Termination

Upon termination of the Service, Conquest will release a telephone number issued by Conquest, or ported in from a previous service provider, to your new service provider, if such new service provider is able to accept such number, and provided that: (i) your account has been terminated; (ii) your Conquest account is current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

1.12 Service Distinction

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by Conquest. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before federal, state or other telecommunications regulatory agencies.

1.13 Ownership and Risk of Loss

You shall be deemed the owner of the Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to Section 1.10 and has been received by Conquest.

1.14 No 0+ Calling; May Not Support x11 Calling

Conquest's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Conquest's Service may not support 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

1.15 Free Conference Calling Service may be blocked

Conquest reserves the right, at its sole discretion, to block calls to "Free conference calling" numbers and other services used for "Traffic Pumping," a technique in which abnormally high inter-carrier exchange rates are required to terminate calls.

2. Emergency Services – 911 Dialing

2.1 Non-Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service does NOT support traditional 911 or E911 access to emergency services. Conquest does offer a limited 911-type service available, only on certified equipments as described herein. You acknowledge and understand that 911-type dialing is NOT automatic, that you must separately take affirmative steps, as described in this Agreement, to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. Conquest 911 dialing cannot be used in



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conjunction with a Conquest Softphone application and is only available on Conquest-certified Equipment.

2.2 Description of 911-Type Dialing Capabilities – Activation Required

Conquest does offer a 911-type dialing service in the U.S that is different in a number of important ways from traditional 911 service. You acknowledge and understand that 911-type dialing is NOT automatic. When you dial 911, your call is routed from the network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. You acknowledge and understand that when you dial 911 from your Certified equipment it is intended that you will be routed to the general telephone number for the 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 911 dialing. Conquest relies on its 911 provider for the forwarding of information underlying such routing, and accordingly Conquest disclaims any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither Conquest nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Conquest. You agree to indemnify and hold harmless Conquest from any claim or action arising out of mis-routes of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to Conquest of incorrect information in connection therewith.

2.3 Service Outage

2.3.1 Power Failure or Disruption

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or re-configure equipment prior to utilizing the Service or 911 dialing.

2.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by Conquest

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP will prevent ALL Service including 911 dialing.

2.3.3 Service Outage Due to Suspension of Your Account

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

2.3.4 Other Service Outages



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You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

2.3.5 Limitation of Liability and Indemnification

You acknowledge and understand that Conquest's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Conquest, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

2.4 Dialing Requires Registration

You acknowledge and understand that 911 dialing does not function unless you have successfully registered your phone location by designating the correct physical address of each phone by means of a signed customer order form. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email. You acknowledge that you are responsible for re-registering the phone's address if you move the phone to another location. This re-registration must be done via the specific toll free number provided by Conquest for this purpose.

2.5 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your certified equipment will result in any 911 communications you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

2.6 Requires Re-Activation if You Change Your Number or Add or Port New Numbers

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully registered the new location with Conquest by means of a signed order form, and until such later date that such activation has been confirmed to you through a confirming email. Although you may have activated 911 dialing with your former Conquest phone number, you must separately register for 911 dialing for any changed or newly added or ported number.

2.7 Requires Re-Activation if You Move or Change Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Certified equipment to a different street address, unless and until you have successfully registered the new location with Conquest by



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means of a signed order form, and until such later date that such activation has been confirmed to you through a confirming email. 911 dialing must be re-activated although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your Certified equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

2.8 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for Conquest Service at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your certified equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your Certified equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that Conquest relies on third parties for the forwarding of information underlying such routing, and accordingly Conquest disclaims any and all liability or responsibility in the event such information or routing is incorrect. Conquest or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Conquest.

2.9 Automated Number Identification

At this time in the technical development of the network 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. The PBX system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not Conquest, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.10 Automated Location Identification



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At this time in the technical development of 911 Dialing, it is not possible to transmit identification of the address that you have listed to the (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.11 Alternative 911 Arrangements

You acknowledge that Conquest does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

3. Changes to this Agreement

Conquest may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on to the "Service Announcements" section of Conquest's website. Such changes will become binding on Customer, on the date posted to the Conquest website and no further notice by Conquest is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Equipment, including without limitation any written terms enclosed within the packaging of the Equipment.

4. Charges / Payments / Default / Taxes / Termination

4.1 Billing

You must give us a valid credit card number (Visa, MasterCard, Discover, American Express or any other issuer accepted by Conquest) when the Service is activated. Conquest reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, and you must advise Conquest at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Conquest decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Conquest reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$200. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Conquest's website. Customers that are approved for credit may be invoiced by Conquest. Invoice payments are due within thirty days of the invoice date.

4.2 Billing Disputes

You must notify Conquest in writing within 7 days after receiving your Conquest statement if you dispute any Conquest charges on that statement or such dispute will be deemed waived. You



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agree to pay for all charges that are not in dispute. Billing disputes should be notified to the following address:

Conquest Solutions 1250 Powers Ferry CMN SE, Marietta, GA 30067

or

support@csatlanta.com

4.3 Payment

Conquest accepts payments by credit card as set forth in Section 4.1. Your initial use of the Service authorizes Conquest to charge the credit card account number on file with Conquest, including any changed information given Conquest if the card expires or is replaced, or if you substitute a different card, for Conquest charges as set forth in Section 4.1. You authorize Conquest to use your new credit card expiration date of the credit card on file in the event your credit card is renewed. This authorization will remain valid until 30 days after Conquest receives your written notice terminating Conquest's authority to charge your credit card, whereupon Conquest will charge you any outstanding charges and terminate the Service. Conquest may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Conquest is declined or reversed, your credit card expires and you have not provided Conquest with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to Conquest for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by Conquest in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

4.4 Discontinuance of Service by Conquest

Conquest reserves the right to suspend or discontinue providing the Service for prohibited or unlawful use, abuse or failure to pay at any time in its sole discretion. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Conquest or of a third party provider to which Conquest is subject), you will be responsible for the full charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee in the amount of 20% of your monthly total invoice or \$300, whichever is greater, all of which will immediately become due and payable. Conquest may discontinue providing the Service generally due to reasons related to changes in service availability, in which case, Customer will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges.

4.5 Taxes

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Equipment. Such amounts are in addition to payment for the Service or Equipments and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide Conquest with an



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original certificate that satisfies applicable legal requirement attesting to tax exempt status. Tax exemption will only apply from and after the date Conquest receives such certificate.

4.6 Payphone Charges

Conquest will charge a FCC mandated payphone fee imposed on Conquest by payphone owners in connection with toll free calls made to your toll free numbers. Conquest may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Conquest deems appropriate for the recovery of these costs.

4.7 Charges for Directory Calls

Conquest will charge \$1.25 for each call made to Conquest directory assistance.

4.9 Minute Bundles

Free minute bundles, including blocks of 500, 1000 and unlimited minute plans include inbound and outbound calling, US, Canada, interstate, intrastate and local calling, and toll free inbound calling. The following exceptions apply: inbound toll free calling from Canada and Alaska, inbound toll free calling exceeding 15% of total calls, outbound calls to Yukon, Alaska, Puerto Rico, Guam, and other overseas possessions.

5. Warranty and Liability Limitations / Indemnification

5.1 Limitation of Liability

Conquest shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

1. Act or omission of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure;
3. Equipment, network or facility upgrade or modification;
4. Force Majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. Equipment, network or facility shortage;
6. Equipment or facility relocation;
7. Service, equipment, network or facility failure caused by the loss of power to Customer;
8. Outage of Customer's ISP or broadband service provider;
9. Act or omission of Customer or any person using the Service or Equipment provided to Customer;
10. Any other cause that is beyond Conquest's control, including without limitation a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

Conquest's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Conquest's performance or nonperformance hereunder or (iii) any Conquest act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.



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5.2 Disclaimer of Damages

IN NO EVENT SHALL Conquest, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT Conquest WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

5.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless Conquest, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing, or the Equipment. This paragraph shall survive termination of this Agreement.

5.4 No Warranties on Service

Conquest MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, Conquest DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER Conquest NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO Conquest'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENTS OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF Conquest'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY Conquest OR



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Conquest's AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.5 No Warranties, or Limited Warranties, for Equipment

If Customer received the Equipment new from Conquest and the Equipment included a limited warranty at the time of receipt, Customer must refer to the separate limited warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If Customer's Equipment did not include a limited warranty from Conquest at the time of receipt, Customer agrees that it accepts its Equipment "as is" and that Customer is not entitled to replacement or refund in the event of any defect, except that for Retail Customers only, Conquest will provide a limited warranty on the Equipment as to manufacturing defects only for a period of one (1) year from the date of purchase. This Retail Customer limited warranty shall not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, shall not apply to any defect caused by damage in transit, retailer handling or Retail Customer handling. Retail Customer's sole remedy for any breach of this Retail Customer limited warranty is to obtain a repaired or replacement Equipment, by following the return procedures set forth in Section 1.12. Retail Customer must include with the returned Equipment a letter stating that the Retail Customer is returning the Equipment for warranty repair or replacement and stating the nature of the defect. This Retail Customer limited warranty shall also apply in lieu of the limited warranty included with the Equipment if such included limited warranty is less favorable to Retail Customer than that contained herein. OTHER THAN WARRANTIES AS TO THE EQUIPMENT EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE EQUIPMENT AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, Conquest MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, EQUIPMENT OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE EQUIPMENT.

5.6 No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

5.7 Content

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users of the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Conquest reserves the right to terminate or suspend affected Services, and/or remove your



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or Users' content from the Services, if Conquest determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Conquest's ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. Conquest's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold Conquest against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you.

6. Governing Law / Resolution of Disputes

6.1 Mandatory Arbitration

Any dispute or claim between Customer and Conquest arising out of or relating to the Service or Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration. The arbitration shall take place in Fairfax, Virginia and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

6.2 Governing Law

The Agreement and the relationship between you and Conquest shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, you and Conquest agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Virginia and waive any objection as to venue or inconvenient forum. The failure of Conquest to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement 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, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

6.3 Entire Agreement

This Agreement, the signed quotations and Conquest's current long distance rates constitute the entire agreement between you and Conquest and govern your use of the Service, superseding any prior agreements between you and Conquest and any and all prior or



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contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Conquest unless and until posted in accordance with Section 3 hereof.

6.4 Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7. Privacy

Conquest utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Conquest is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you for additional information.

Here to Accept _____ Sign

Date _____ Print Name _____ Print

Name _____ Print Company

Name _____ Billing Contact

email _____ Billing Contact

Conquest Accepted Quote Number: _____