

Account Number: \_\_\_\_\_

## SIP/Hosted PBX Service Agreement – Terms and Conditions

This InfoStructure SIP Trunk Service Agreement (“The Agreement”) is between InfoStructure and the Customer, and is subject to change with updated versions of this document including definitions and descriptions available for viewing and download here: [www.infostructure.net/legal](http://www.infostructure.net/legal). Service and facilities provided are based on the Terms and Conditions contained herein. Customer accepts said Terms and Conditions and agrees by signing this document and returning it with applicable service order forms to be bound by them.

### Disclaimer of Liability:

Customer acknowledges and agrees that InfoStructure’s SIP and Hosted PBX service is internet based (VoIP) and that 911 services are different than that of traditional wireline services. For basic 911 or E911 to accurately route to the appropriate emergency responder, the customer must provide the TN associated with the SIP trunking service for the registered address.

Customer acknowledges that InfoStructure VoIP service may not support basic 911 or E911 dialing in the same manner as traditional wireline phone service. Customer acknowledges and agrees to inform all employees, guests and other third party persons who may use the service that basic 911 and E911 services will not function in the case of a service failure for any of the following reasons: (A) Power failures (B) Suspended or terminated broadband service (C) Suspension of service due to billing issues (D) Any other service outages not described herein. Customer further acknowledges that failure to provide a correct physical address in the requested format may cause all basic 911 or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, customer recognizes that the use of the service from a location other than the location to which the service was ordered may result in basic 911 and E911 calls being routed to the incorrect local emergency service provider.

Customer acknowledges and agrees that InfoStructure, its officers, employees, underlying carriers, or any other third parties involved in the routing, handling, delivery, answering, or responding to emergency calls, maybe held liable for any claim, damage, loss, fine, penalty or cost (including, without limitation, attorney fees) and customer hereby waives any and all such claims or causes of action, arising from or relating to the provision of all types of emergency services to customer. Customer further agrees and acknowledges that it is indemnifying and holding harmless InfoStructure from any claim or action for any caller placing such a call without regard to whether the caller is an employee of the customer. Customer acknowledges and agrees to hold harmless and indemnify InfoStructure from any claim or action arising out of misroutes of any 911 calls, or whether local emergency response centers or national emergency calling centers answer a 911 call or how the 911 calls are handled by any emergency operator including operators of the national call center. The limitations apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, tort and any other theories of liability.

### Fraudulent Call and Network Security:

Customer shall manage without limitation the integrity of the traffic egressing customer’s network and is responsible for the security of the customer’s phone system and local area network (LAN). Customer shall manage and correct as necessary any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect InfoStructure or its network and customers shall use best efforts to prevent and detect network looping. With services inclusive of long distance calling, all unauthorized domestic and International usage and subsequent charges incurred by the customer as a result of hacking or intrusion into the customer’s phone system or LAN are the sole responsibility and liability of customer.

In the event that customer fails to comply with the requirements described above, InfoStructure shall maintain the right (but not the obligation) to take protective action against customer in order to protect InfoStructure's egress network which protective action may include, without limitation the temporary blocking of customer's traffic until the applicable problem is resolved (In InfoStructure's reasonable discretion). InfoStructure agrees to notify customer during business hours if such an action will be taken.

If such an action is required outside of business hours all reasonable efforts will be made to notify customer of said action taken.

**Customer Acceptance and Acknowledgment:**

By signing customer accepts and acknowledges that InfoStructure makes no warranties, express or implied, for the InfoStructure service (including InfoStructure supplied premise equipment) provided under this agreement and specifically disclaims any warrant of merchantability or fitness for a particular purpose. InfoStructure does not warrant that the service will be uninterrupted or error-free, or that the service will meet the customer's requirements or that the service will prevent unauthorized access by third parties. InfoStructure exercises no control over, and hereby disclaims any responsibility for, the accuracy and quality of any information transmitted with the use of the service. Customer hereby expressly assumes the risk of its or its customers' use of any information transmitted via the service.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Customer acknowledges and understands that Customer is to receive the Service detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. Handwritten alterations or additions to this agreement made by Customer will not be considered part of this Agreement. This Agreement may only be modified, or any rights under it waived, by a separate written document executed by both parties. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of Oregon without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Jackson County, Oregon and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without InfoStructure's prior written consent. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Agreement headings are provided for reference purposes only.