



Cloud Fax Terms and Conditions

This SOW constitutes the entire agreement between Konica Minolta Business Solutions U.S.A, Inc. ("Konica Minolta") and Client. The term "service(s)" means services and/or equipment as applicable.

Term. 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 and continue as identified in this SOW ("Service Term"). Upon expiration of the Service Term, and unless the parties agree in a writing to renew or extend the Service Term, this SOW shall continue on a month-to-month basis and any monthly fee shall be the fee during the last month of the Service Term ("Monthly Term").

Passwords. The 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 the security of passwords, all activity occurring under the passwords, and for any illegal use of the service or use in violation of this SOW. Customer will promptly notify Konica Minolta of any unauthorized use or attempted use of a password or any other security breach when it occurs or becomes known to Customer.

Client Obligations. Client is responsible for providing broadband or high-speed Internet access service at Client's own cost and acknowledge and agrees that the services will not function in the absence of electrical power, access to the Internet, and/or other general failures associated with a VoIP network, including an interruption of Client's broadband or high-speed Internet access service. Client will provide Konica Minolta access to Client's or a third-party network that Client uses as necessary for Konica Minolta to provide the services. Client further acknowledges and agrees to the following: source material used for the services will not be stored by Konica Minolta at the completion of the applicable services; any changes in scope to the tasks of this SOW, or inaccuracy in assumptions will necessitate a change to this 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, and any changes in the services associated with recovery from such events will be handled according to the Change Order Process; and Konica Minolta makes no representations, warranties, guarantees or commitments for any third-party products or services.

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.



Prohibited Uses. Any use of the services by or any other action of Client that causes a disruption in the network integrity of Konica Minolta or its vendors, whether directly or indirectly, is strictly prohibited and in the case of any such disruption, Konica Minolta reserves the right to suspend or terminate of the services or this SOW without notice. 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. Unless specifically agreed to otherwise in writing by Konica Minolta and Client, use of the services shall not include certain activities including without limitation: 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. 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.

Telephone Numbers; Porting. The telephone numbers provided by Konica Minolta to Client as part of the services ("Number(s)") are leased for the Service Term and are not sold to Client. Konica Minolta reserves the right to change, cancel, or move a Number at its sole discretion. Client understands and agrees that following the termination or expiration of the services and/or this SOW, such Numbers may be reassigned immediately by Konica Minolta to another Konica Minolta customers, during the term of the services, Konica Minolta may from time to time need to change the fax number assigned to Client including, without limitation, due to an area code split, and Client waives any claims and releases Konica Minolta from any liability with respect to any of the foregoing action and that Konica Minolta will not be liable for any direct or indirect damages to Client arising out of the foregoing actions. In particular, Client agrees that it is not authorized to charge services provided to Client to the Number to you by Konica Minolta and that Client will not request or otherwise cause any third-party service provider to charge any such services to such Number. You are responsible for any such charges, and any such charges will give Konica Minolta the right to immediately terminate this SOW without notice. If Client chooses and has the right under applicable law to 'port' its existing phone number(s) into the services ("Ported Numbers"), Client shall not delete or port out any Ported Numbers from the services during the Service Term. CLIENT UNDERSTANDS AND AGREES THAT KONICA MINOLTA IS NOT, ITSELF, A TELEPHONE COMPANY AND THEREFORE KONICA MINOLTA IS NOT UNDER ANY LEGAL OBLIGATION TO PERMIT CLIENT TO PORT ANY TELEPHONE NUMBER(S) PROVIDED AS PART OF THE SERVICE.

Directory Listing. A "Directory Listing" is the listing of Client's contact information in a phone book publication or a directory. Konica Minolta does not provide any service to identify Client in a Directory Listing and is not responsible in any way for any Directory Listing, or omitted or inaccurate information contained in Directory Listing.

Fees. Client agrees to pay all fees and charges for the services. Fees for services may include activation, monthly subscription, and usage fees. Konica Minolta reserves the right to charge a



premium on all mobile, cellular, digital, special service numbers, and/or PCS international terminating traffic, as well as the right to adjust any rate to reflect changes in international tariffs, regulatory requirements, taxes, levies or other third party levies. Per page prices are based on a 60-second transmission time; pages that take longer to transmit may be charged as multiple pages. Client understands and agrees that any activation or other up-front fees are non-refundable, and that the monthly subscription fees are payable on a monthly basis. Cancellation on the first day, or any day, of a monthly period shall be considered as Client usage for that monthly period and no refund shall be made for that monthly period. With respect to the Konica Minolta outbound faxing service, Konica Minolta will bill you for each attempt made by Konica Minolta to send the fax where any transmission occurs whether or not the transmission is completed, such as instances when someone answers the call or transmission is interrupted before completion. Client agrees to pay the following incremental charges: any call made via the services to or from equipment using the services and 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; long distance calls within the Continental United States are billed in six (6) second increments with a minimum billing period of thirty (30) seconds; and calls to a phone number outside the Continental United States or Canada will be charged at the current international rates. The duration of each call from the Continental United States to a destination outside of the Continental United States will be calculated in six (6) second increments with a minimum billing period of thirty (30) seconds. minimum. As applicable, calls to Mexico from the Continental United States are rounded up to the next minute. Konica Minolta does not provide or invoice for and Client will be responsible for other charges incurred for the implementation and maintenance of the services including, without limitation, circuit expedites, extended demark, or additional wiring. As allowed by law and to cover processing costs, a credit card convenience fee of three (3) percent will be applied to all payments made by Client using a credit card. This fee does not apply to payment made by electronic funds transfer (EFT). "Continental United States" means the contiguous United States of America and the District of Columbia.

Discounts. From time to time and in its sole discretion, Konica Minolta may offer promotions or discounts of activation or other fees. Any such promotion or discount must be agreed to by the parties in this SOW to apply to the services and/or equipment. Any violation by Client of this SOW, including violation of payment terms, will make such discounts null and void. Any fees occurring subsequent to a promotion or discount, the monthly recurring fee, and any inbound and outbound usage charges, as applicable, will be PRE-AUTHORIZED AGAINST CLIENT'S CREDIT CARD LIMIT (i.e., the amounts pre-authorized will not be considered available credit in such account) and will be charged to Client's credit card, without further authorization from Client.



Invoicing; Payment. Konica Minolta will invoice Client via an online invoice or an email to Client's billing department. The invoices shall include (as applicable) any activation fees, monthly fees, shipping charges, disconnection fees, equipment fees, toll charges, taxes, and other applicable fees and charges. Monthly service fees will start on the Effective Date and may be invoiced in advance of each month in which the services are to be provided. Toll charges and any other applicable fees and charges may be billed in arrears and at the end of each month in which services were provided. Depending on the nature of the particular services, the first month's monthly service fee shall be prorated to take into account any partial month for which services were provided and as the result of the date the Effective Date falls on during that calendar month. Client's payment obligations shall accrue on the Effective Date. Payment terms are thirty (30) days from the invoice date (the "Due Date"). If any fees for the services are due but unpaid for any reason including non-payment or declined Client credit card charges, Konica Minolta may suspend the services or terminate this SOW without notice and Client agrees to pay all amounts due upon demand by Konica Minolta, and, upon payment by Client of all amounts due, Konica Minolta may, in its sole discretion, re-establish the services to Client and if Konica Minolta does re-establish the services, charge Client a re-establishment of services fee. 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 until payment in full is received by Konica Minolta. In order to avoid interruptions in the services caused by rejected credit charges, Konica Minolta reserves the right to update your credit card details (such as expiration dates or new card numbers) where this is not prohibited by law. You understand and agree that Konica Minolta is entitled to obtain such updated card details, store them and use them to bill charges. The rights identified herein are in addition to and not in lieu of any other legal rights or remedies available to Konica Minolta. Client agrees to reimburse Konica Minolta for all costs and expenses incurred by it in connection with its attempting to collect any amount due hereunder, including reasonable attorneys' fees and other costs of collection.

Taxes; Credit. 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. All services provided to Client 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. Any credit extended to Client by Konica Minolta hereunder will be at Konica Minolta's sole discretion and judgment and may be discontinued at any time without notice.

Equipment. If Client is purchasing equipment from Konica Minolta pursuant to this SOW, Client agrees to pay Konica Minolta the amounts identified for each item of equipment in monthly installments over thirty-six (36) months of the services term ("Payment Term"). If this SOW expires or is terminated by either party or the services are suspended by Konica Minolta as provided in this SOW prior to the end of the Payment Term, any and all outstanding amounts for



equipment becomes immediately due and payable upon demand by Konica Minolta. Upon payment by Client of any and all amounts due for equipment, Konica Minolta will pass title and ownership of the equipment to Client. All repairs, returns, or exchanges of such equipment prior to title passing to Client shall be subject exclusively to the Konica Minolta Unified Communications RMA Terms and Conditions, which is available upon request. Prior to title passing to Client, the following terms and conditions apply: Client agrees to use commercially reasonable efforts to protect any equipment it receives from Konica Minolta including from damage, abuse, or deterioration, other than normal wear and tear, and is prohibited from making any modification, alteration, marking, or addition to the equipment without the express prior written consent of Konica Minolta for each occurrence; all modifications, alterations, and/or additions to the equipment shall immediately become property of Konica Minolta; title to the equipment shall at all times remain with the Konica Minolta; Client shall keep the equipment free from any legal process, liens, or encumbrance whatsoever and shall give Konica Minolta immediate written notice thereof; Client shall bear the risk of loss, theft, damage to or destruction of equipment while in its possession; Client shall promptly report in writing any incidents of damage or loss to the equipment to Konica Minolta; and Client will indemnify, defend, and hold harmless Konica Minolta for any equipment that is lost, stolen, or otherwise damaged while it is in the possession of Client.

Compliance. Each party, in performing its respective obligations hereunder, will take all action necessary and appropriate to assure that it complies with all applicable federal, state and local laws, rules and regulations, including without limitation, any laws or regulations of the United States or the country(ies) where performance takes place. Client represents, covenants, and warrants that it has the right and authority to and has obtained all necessary consents required to use and provide information, content, and/or personal data (as applicable) in connection with the services, and will use the services in full compliance with this SOW and all applicable law. Konica Minolta shall have no liability to Client or any third party for any claims arising related to Client's use of the services including without limitation, any violation of intellectual property rights of others, privacy, publicity, or other personal rights of others, and/or any applicable laws or regulations. Konica Minolta shall have no responsibility for monitoring Client's use of the services. Konica Minolta will have the right (but not the obligation) to review and monitor all use of the services to improve the services and to enforce the terms of this SOW.

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 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 equipment 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.

Warranty; Liability Limitations. Except as otherwise identified herein, the services are provided "as is." KONICA MINOLTA MAKES NO WARRANTIES EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS PARAGRAPH; AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY KONICA MINOLTA HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY. 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 liable for any direct, special, 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 Client 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.

Force Majeure. Except for payment obligations, neither party shall be liable to the other for any delay or failure to perform any obligation under this SOW, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost. The party claiming such delay shall promptly provide written notice of such delay to the other party.

Intellectual Property. Except as expressly set forth herein, Konica Minolta is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date or that it develops or acquires thereafter. Konica Minolta retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all services and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this SOW is exchanged between the parties. Nothing in this SOW will preclude Konica Minolta from using the ideas, concepts and know-how which are developed in the course of providing any services to Client, or be deemed to limit Konica Minolta's rights to provide similar services to its other customers. Client agrees that Konica Minolta may use any feedback provided by Client related to any services for any Konica Minolta business purpose, without requiring consent or compensation to Client. Subject to this SOW and during the term of this SOW, Konica Minolta grants to Client a non-exclusive, non-transferable, revocable (at Konica Minolta's sole discretion), royalty fee license, without the right to sub-license, to use Konica Minolta's intellectual property provided as part of the services and solely for Client to use the services and which license will automatically be suspended upon the suspension of the services or be terminated upon the termination or expiration of the services or this SOW if not revoked earlier by Konica Minolta as provided for herein.

Confidential Information. The term "Confidential Information" shall mean any information disclosed by a party ("Disclosing Party") to the other party ("Recipient") in connection with this SOW which is disclosed in writing, orally or by inspection and is identified as "Confidential" or "Proprietary" or that Recipient has reason to believe is treated as confidential by the Disclosing Party. Confidential Information includes without limitation, information relating to product pricing, business policies or practices, information received from third parties that the Disclosing Party is obligated to treat as confidential, software, utilities, solutions, designs, techniques, methods,



tools, processes, existing or contemplated products or services, specifications, business plans, strategies, financial information, trade secrets, and other business information. Recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. Recipient will not use the Confidential Information except to the extent necessary to exercise its rights or fulfill its obligations under this SOW. Recipient will not disclose the Confidential Information to any third parties without the prior written consent of Disclosing Party in each instance, except to those employees, consultants, or agents of Recipient as required to carry out performance under this SOW and who are bound by written confidentiality obligations at least as restrictive as those under this SOW, and Recipient shall be fully responsible for and liable to Disclosing Party for such employees, consultants, or agents compliance with the terms of this SOW. Notwithstanding the above, the restrictions of this paragraph shall not apply to information that the Recipient can demonstrate with written evidence: (i) was independently developed by the Recipient without any use of the Confidential Information of the Disclosing Party or by employees or other agents of (or independent contractors hired by) the Recipient who have not been exposed to the Confidential Information; (ii) becomes known to the Recipient, without restriction, from a third party without breach of an obligation of confidentiality and who had a right to disclose it; (iii) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Recipient; (iv) was rightfully known to the Recipient, at the time of disclosure; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient shall provide notice as soon as is reasonably practicable to the Disclosing Party to allow the Disclosing Party to seek a protective order or otherwise prevent public disclosure of such Confidential Information and such Confidential Information shall only lose its confidentiality protection for purposes of such legal disclosure. Any personal data disclosed pursuant to this SOW shall be treated in accordance with those data privacy laws respectively applicable to the Disclosing Party and the Recipient. A breach or threatened breach, by either party of this paragraph may cause irreparable harm for which damages at law may not provide adequate relief, and therefore the non-breaching party shall be entitled to seek injunctive or other equitable relief.

Indemnification. Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party ("Indemnatee") as a result of a third party claim, action, lawsuit, or other proceeding ("Third Party Claim") or Losses to the extent such Third Party Claim or Losses are based on, result from, or are caused by the injury or damage to any person or real or tangible personal property or the death of any person to the extent such injury, damage or death is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party or its employees, agents, or subcontractors and are not the result of the gross negligence or willful misconduct of the Indemnatee. "Losses" shall mean and include any and all losses, liabilities, damages, claims, costs (including cost of cover), penalties, expenses, and fees (including reasonable attorneys' fees). Client will indemnify, defend, and hold harmless Konica Minolta and its officers, directors, employees and contractors, and permitted successors and assigns from all



Losses arising out of or resulting from a Third Party Claim brought against Konica Minolta claiming that Client's use of the services: infringes the intellectual property rights of others and is caused by a change to or use of the services by Client and not at Konica Minolta's instruction; is in violation of this SOW and/or Konica Minolta's instructions, guidelines, specifications, or related documentation; and/or any services provided by Konica Minolta at the specific direction of Client. The above indemnities are contingent upon the party seeking indemnification providing the other party prompt written notice of a claim and the reasonable cooperation of the party seeking indemnification with the Indemnifying Party. The Indemnifying Party shall have the sole right to control the defense or settlement of any such claim, provided that any settlement shall not require any admission of liability or any payment by the other party.

Independent Contractor. Konica Minolta and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

Assignment. This SOW may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Konica Minolta may retain qualified third-party subcontractors to provide some of the services set forth in this SOW without Client's prior consent and, no consent shall be required where an assignment of this SOW is made by Konica Minolta pursuant to a merger or change of control or upon assignment of all or substantially all of Konica Minolta's assets. Any purported assignment in violation of this paragraph shall be null and void and of no effect whatsoever.

Disputes; Governing Law. If Client has any dispute or seeks any cure (including billing issues) regarding this SOW, it shall notify Konica Minolta via the Notice paragraph and such notice will include a description of the dispute or issue and requested cure, as applicable. Konica Minolta and Client shall diligently work toward resolution of all issues. If the dispute is not resolved by the parties within thirty (30) days after receipt of the dispute notice by Konica Minolta, either party may take the issue to arbitration as identified herein. New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this SOW. Any legal action between the parties arising out of or related to this SOW shall be adjudicated by binding arbitration by JAMS, Inc. in Bergen County, New Jersey in accordance with its Expedited Arbitration Procedures. The parties agree that any failure of either party to fund or participate in such arbitration shall constitute a default of that party, and a default judgment may be entered by the arbitrator for the relief sought and later reduced to a judgment entered on the docket of a court of competent jurisdiction for execution and collection. 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. Except for enforcement of payment obligations hereunder, 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. The parties hereby submit to the exclusive jurisdiction of the New Jersey state courts located in Bergen County, NJ in any suit or proceeding arising out of or relating to this SOW or the transactions contemplated hereby.



Notices. Any notice or communication required or permitted to be given under this SOW shall be in writing and if to Konica Minolta addressed to **Konica Minolta Business Solutions U.S.A., Inc., Attn. General Counsel, 100 Williams Drive, Ramsey, NJ 07446** with a copy of such notice to legal@kmbs.konicaminolta.us (the emailed copy of the notice does not constitute notice under this paragraph), and if to Client, to the address identified on the services order. Notice shall be deemed given: upon receipt if by personal delivery; or upon receipt if sent by U.S.P.S. certified mail (return receipt requested); or one (1) day after it is sent if by next day delivery by a major commercial delivery service. Day-to-day contract administration communications to the other party's primary point of contact falls outside of these notice requirements and does not constitute notice under this paragraph.

Survivorship. Upon the expiration or termination of this SOW, all accrued rights to payment and remedies for breach shall survive and the respective rights and obligations of the parties hereto shall survive to the extent necessary to carry out the intentions of the parties under this SOW, including without limitation, the provisions titled Telephone Numbers; Porting, Invoicing; Payment, Equipment, Warranties; Liability Limitations; Intellectual Property, Indemnification; Confidential Information, Disputes, and Termination.

Waiver and Severability. Waiver or failure by either party to exercise in any respect any right or obligation provided for in this SOW shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this SOW is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this SOW shall continue in full force and effect.

Termination. In addition to any other termination rights in this SOW, either party may terminate this SOW for cause if the other party fails to cure a material breach of any obligation set forth herein within forty-five (45) days of receipt of a written notice of such breach from the non-breaching party. Termination is not an exclusive remedy and the exercise by either party of such remedy shall be without prejudice to any other available legal or equitable remedies. If Konica Minolta terminates this SOW prior to the end of the then current Service Term or during the Monthly Term including for Client's non-payment of fees, or Client terminates this SOW for any reason other than for cause as provided herein, Client agrees to pay all amounts due upon demand by Konica Minolta and to pay a lump sum termination fee equal to the Total Monthly Fee multiplied by the number of months remaining for the applicable Service Term. To terminate this SOW during the Monthly Term, Client must provide at least thirty (30) days' notice prior to the last day of the desired final service month and agrees to pay all amounts due upon demand by Konica Minolta.

Authority. Each individual executing this SOW on behalf of a corporation or other legal entity represents and warrants that (i) that individual 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. This SOW supersedes any previous communications, representations, or agreements between the parties, whether oral or written, regarding transactions hereunder. Any waiver, modification, or amendment to this SOW shall be effective only if in writing and signed by both parties.