

Terms and Conditions - Connex Technologies

1. General

1.1 Acceptance and Application of Terms

This Agreement is between Connex Technologies, LLC and Customer sets forth general Terms and Conditions under which Customer may purchase services (the "Services") from Connex Technologies. The person accepting this Agreement acknowledges that s/he has read and agreed to these Terms and Conditions and all additional documents listed on the Service Order. This agreement only needs to be executed by Customer. Connex Technologies may accept or decline the Services as provided herein. Connex Technologies' provisioning of the Services shall indicate its acceptance of the order.

2. Services

2.1 Service Order

Customers may order Services and certain equipment from Connex Technologies by initiating a Service Order. By signing a Service Order form or using the Services, Customer agrees to these Terms and Conditions and all additional documents listed on the Service Order, and authorizes Connex Technologies and its Affiliates to obtain any information necessary to provision Connex Technologies Services and establish Customer's account. Customer authorizes release of such information by third parties to Connex Technologies and its affiliates.

2.2 Customer Requirements

Customer must meet the minimum standards and technical requirements listed in form "Customer Requirements" to be eligible for services provided by Connex Technologies. Requirements and Standards may be, but are not limited to, internet connection, network equipment, hardware & software, that are necessary for Services provided by Connex Technologies to be effective. Customer agrees to: (i) grant Connex Technologies access to Customer's personnel, facilities and resources that may be required to provide services specified in the Service Order, (ii) consent to a reasonable assessment of Customer's network and environment, (iii) allow Connex Technologies to make any reasonable adjustments to Customer's Environment that Connex Technologies will judge as necessary.

2.3 Implementation

Connex Technologies will use reasonable efforts to undergo the Implementation Services ordered by the Customer in a timely fashion after Customer's order has been placed, unless specified otherwise in the Service Order.

2.4 Subscription Services and User Limitations

Connex Technologies permits the Customer to use the Subscription Services provided to Customer as a non-transferable, non-exclusive right for Customer's business purposes. Customer is limited to and authorized to use specified quantity of subscription services as described in the Service Order. Depending on the services, Customer may be given login credentials, which are only to be used by designated agent(s) as specified in the Service Order. Customer may reassign login credentials to new agent(s) within Customer's business when replacing previous agent(s) who will no longer use the Services.

2.5 Technical Support

Connex Technologies shall provide technical support for its Subscription Services to customers through telephone and email. Support for customers will be available during Connex Technologies regular business hours, unless otherwise is outlined in the appropriate SLA (Service Level Agreement) or otherwise agreed upon in the Service Order. Standard Technical Support services shall be provided to customer for all Subscription Services free of charge, unless otherwise agreed upon in Service Order. Services related to Unsupported Services, Professional Services, or that are diagnosed as issues with Customer's environment rather than the Services, are subject to standard Professional Services rates.

2.6 Professional Services

Occasionally, customer may request to perform work beyond Implementation Services and Technical Support Services as agreed upon in the Service Order. These services include but are not limited to On Site Services, Remote Support Services, and other Troubleshooting Services. Connex Technologies can provide these services on a reasonable effort basis, however Connex Technologies does not guarantee the desired results. Fees for Professional Services will be based on standard time, material, and travel rates.

2.7 Unsupported Services

Connex Technologies, its employees and Affiliates disclaim all service level commitments, and warranties, and shall not be obligated to provide technical support for Services that are (i) used in a manner contrary to its purpose or instructional documentation, (ii) used with device that is unsupported, meaning Customer's device was incompatible with services provided by Connex Technologies, (iii) used in an environment where Customer has declined to make network assessments or failed to complete necessary adjustments.

3. Billing and Pricing

3.1 Billing

Connex Technologies shall bill customer in arrears for service fees, and other usage charges (if any) and shall bill customer in advance for any monthly recurring fees for the services. Professional Services, Implementation Services and other one-time Service charges shall be billed upon order of the services. Shipping and related charges shall be billed upon shipment of the Equipment. Services covered in this agreement shall become due and payable within fifteen (15) days of receipt and will be suspended if payment is not received within thirty (30) days of the invoice date. Penalties and/or interest rate may apply if payment is not received within thirty (30) days of the invoice date. It is understood that any and all Services requested by Customer that fall outside of the terms of this Agreement will be considered projects and will be quoted and billed separately. Service Fees for any additional Subscription Services added during a calendar month shall be prorated based on the number of days billed during that month. Connex Technologies may bill customer immediately for services if Implementation is unreasonably delayed by customer. Service fees, usage charges, and all other monthly recurring charges are listed in the Quote/Service Order and/or Connex Technologies bill.

3.2 Taxes and Surcharges

It is understood that any Federal, State and Local Taxes or Surcharges applicable, emergency services surcharges (911, E911 etc.), and any other charges assessed or assessable by any governmental, fiscal or other authority, shall be added to each invoice for services rendered under this agreement. Customer shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

3.3 Fees and Prices

Customer shall pay for all Services provided by Connex Technologies. Details about one time and recurring monthly prices, Professional Services, and any other prices and applicable fees are listed in the relevant Service Order/Quote, however, such prices may not include taxes or other surcharges and shipping fees. Customer understands that not all charges may be listed in the Service Order. Connex Technologies may modify the prices or fees at any time for Services upon thirty (30) days notice to Customer, however, if customer does not agree to the new prices and fees, Customer may terminate the Services within thirty (30) days of the date of such notice. If Customer continues to use the Services for thirty (30) days of the date of the notice, it shall be considered as acceptance of the new pricing.

3.4 Refund Policy

All fees and charges by Services provided by Connex Technologies under these Terms are non-refundable and non-creditable.

4. Term and Termination

4.1 Term

The Service Order and all other applicable documents listed in the Service Order shall be effective as soon as the Service Order has been signed and/or as soon as Customer authorizes to proceed with Implementation Services. The term shall automatically renew for a subsequent thirty (30) day term beginning on the day immediately following the end of the previous Term (the monthly fee will be adjusted to the then current published rates), unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement.

4.2 Termination

The Service Order may be terminated by Customer upon thirty (30) days written notice if Connex Technologies: (i) Fails to fulfill in any material obligations under the Service Order and does not cure such failure within thirty (30) days of receipt of such written notice, (ii) Breaches any material term or condition of the Service Order and fails to remedy such breach within thirty (30) days of receipt of such written notice, (iii) terminates or suspends its business operations. The Service Order may be terminated by Connex Technologies without cause upon thirty (30) days written notice to the Subscriber. The Service Order may be terminated without cause by Customer within thirty (30) days written notice.

5. Equipment

5.1 General

Connex Technologies may provide equipment to Customer for use with the Services. Customer shall be responsible for all equipment and shipping related charges. Equipment used for the Services must only be the equipment that is supported and approved by Connex Technologies. Customer shall be responsible for ensuring that any equipment acquired from a third party vendor is in a working condition and configured as required by Connex Technologies.

5.2 Leasing of Equipment

Connex Technologies may or may not provide equipment for lease for use with the Services. Customer shall be responsible for all equipment lease related charges and fees.

5.3 Lost, Stolen, Modified, Damaged, or Broken Equipment

Customer shall only use the equipment in connection with the Services. Customer shall not modify the equipment in any manner without written consent from Connex Technologies. Customer shall be responsible for all charges related to lost, stolen, modified, damaged, or broken equipment.

5.4 Equipment removal

In case of service removal, customer shall be responsible for all charges related to returning of all leased equipment back to Connex Technologies. Customer is responsible for proper packaging and shipping of all equipment owned by Connex Technologies. Standard Professional Services rates shall apply for all equipment removal tasks in case a technician is required to do so. Customer agrees to grant all access required for successful removal of all equipment owned by Connex Technologies.

6. Confidentiality

Each party acknowledges that it will have access to certain confidential information of the other party. Each party agrees that it will not disclose or use such information in any other way except as permitted in these Terms and the Service Order, except as required by law or as necessary to or consistent with providing the contracted services, and will take reasonable precautions to protect it against unauthorized use.

7. Service Limitations

7.1 Availability

Connex Technologies will to the best of its efforts make services available without interruption (excluding during scheduled maintenance or repair to ensure maximum communications efficiency) during the terms agreed upon in the Service Order. Customer acknowledges the possibility that Services may be interrupted and not available 100% of the time, nevertheless Connex Technologies shall have no obligation to provide allowances in credit as a result of possible interruption of services provided in the Service Order.

7.2 Quality of Service

IP based communications have limitations relative to traditional communications methods. Although Connex Technologies services have been designed to address and manage these limitations, Connex Technologies cannot guarantee that all data transmitted will be without loss. Call quality relies not only on customer's internet capabilities but also on the communications network to which other parties are paired with.

7.3 Critical Safety Applications

Customer acknowledges that Services provided by Connex Technologies are NOT intended to be used for alarm signals or any critical safety applications where any interruption or malfunction of services may result in bodily injury, damage to property or loss of life.

7.4 Use Outside the Primary Market

Although Connex Technologies sells Services to customers based in the Primary Market, Connex Technologies services may be accessed through an internet connection wherever internet is provided. IP-based telephone service regulations are relative to and vary according to the jurisdiction(s) of the area. For instance, some countries may restrict using IP-based telephone services, while other countries may require a permit or license. Some internet service providers may limit the use of their services for IP-based telephones. Each jurisdiction may have their own methods of enforcement . If customer is interested in ordering Services for use in an area with jurisdiction that is outside the Primary Market, it is recommended that the Customer shall seek council for advice for the Services it seeks in that jurisdiction prior to ordering Services. Customer is responsible and liable of any local or federal laws or contract breaches of any third-party resulting from Customer's use of the Services outside the Primary Market, no matter whether Connex Technologies has permitted to such use.

7.5 Emergency Services

Customer acknowledges and understands that Connex Technologies' E911 emergency service has certain characteristics that differ it from a traditional, legacy, circuit-switched 911 service in following ways: (i) 911 service may not function during and after a power outage, (ii) 911 service may not function if there is an interruption or significant degradation of customer's broadband or other type of internet access, (iii) 911 service may not function if customer's equipment fails or is not functioning correctly, (iv) if customer fails to provide a correct service address during activation of the service, or fails to provide with timely notice of changes, 911 service may not be directed to the correct emergency operator, and 911 calls may not be delivered to the correct location.

8. Acceptable Use and Customer Accountability

8.1 Compliance with Law

Services provided to Customer by Connex Technologies may only be used for lawful purposes and may not be used for any criminal or abusive activity. Customer acknowledges and agrees to adhere to all laws, legal obligations, codes and regulations in the United States and if applicable, to all laws, legal obligations, codes and regulations in other countries. It is the Customer's responsibility to understand such laws and if necessary seek council prior to ordering Services from Connex Technologies.

8.2 Customer Accountability

Responsibility and liability shall lay solely on the Customer for all access and use of Services by the Customer, Customer's agents or through Customer's account, unless an unauthorized activity results in misconduct or violation by Connex Technologies or its Affiliate. Any services used by the Customer, Customer's agent or through Customer's account is subject to Connex Technologies Terms and Conditions.

8.3 Call Recording and Monitoring

Depending on the State or Locality, some jurisdictions require notice or consent prior to call recording or monitoring. Customer understands that Customer is solely responsible to adhere to all applicable laws and regulations and that under no circumstances shall Connex Technologies be held responsible or liable for any laws or regulations violated by the customer.

9. Changes to Services and Terms

9.1 Service Changes

Customer acknowledges that Connex Technologies may perform upgrades or other modifications (“Service Changes”) to Services ordered by Customer as long as such modifications do not reduce the overall functionality or security of Services.

9.2 Changes in Terms and Conditions

These Terms and Conditions are subject to change. Connex Technologies may or may not provide notice to Customer of changes to Terms and Conditions, unless changes will significantly affect the functionality or security of Services provided. It is the Customer’s responsibility to regularly check the Terms and Conditions for any modifications.

10. Intellectual Property Rights and Licences

10.1 Software

Connex Technologies may make available Software applications for download and use with the Services. Such software may include open source software and other third party software that may impose their own terms and conditions for its use.

11. Representations and Warranties

11.1 Disclaimer of Warranties

Connex Technologies provides its Services on an “As Is” basis, makes no warranties and disclaims all warranties in relation to the services and equipment, expressed or implied, including but not limited to warranties or conditions for merchantability, fitness for a particular purpose, title and non-infringement. Connex Technologies does not warrant that the services will be uninterrupted, error-free, available 100% of the time, or secure from third-party attacks.

12. Indemnification

12.1 By Connex Technologies

Connex Technologies shall indemnify, defend, and hold harmless Customer, its directors, officers, employees and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorney's fees, to the extent that the claim is based upon a claim that if true, would constitute a breach of any of Connex Technologies' representations, warranties, or obligations hereunder, arises out of the negligence or willful misconduct of Connex Technologies, or arises out of any allegation that the Connex Technologies' Services or materials infringe or violate any patents, copyrights, trade names, trade secrets, licenses, or other rights of any third party.

12.2 By Customer

Client will indemnify, save harmless, and defend Connex Technologies and all employees, officers, directors and agents of Connex Technologies from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings and expenses threatened, asserted, or filed by a third party against Connex Technologies arising out of or relating to the use of the Services by Customer, including any violation of any Connex Technologies policy by Customer; a breach of any of Customer's representations, warranties, or obligations hereunder; negligence or willful misconduct of Customer; or a claim that any of the materials or content provide by Customer infringes or violated any patents, copyrights, trade names, trade secrets, licenses, or other rights of any third party.

13. Limitation of Liability

Connex Technologies will not be liable under any circumstances for any negligence, tort, incidental, punitive, consequential, exemplary, special damages, loss of profits, warranty breaches, revenue, potential profits, goodwill, loss or corruption of data, performance delays, business interruptions, whether or not such losses are foreseen by either party.

14. Miscellaneous

14.1 Survival

Sections titled Termination, Confidentiality, Indemnification, Limitations of Liability will continue to be applicable even after the expiration or termination of the Service Order and any other terms that would reasonably be expected to survive.

14.2 Force Majeure

Neither the Customer or Connex Technologies shall be considered in violation of the Service Order (unless otherwise stated in the Service Order) in the event of any failure or delay in either party's obligations that are beyond reasonable control that include war, governmental actions, terrorism, acts of God (such as forces of nature), strikes, late or canceled delivery by suppliers, network or power issues. Any and all the preceding issues will not apply to Customer or Connex Technologies payment obligations hereunder.

14.3 Entire Agreement

These Terms and Conditions as well as any other documents that are included with the Service Order and any additional documentation that can be found on <https://www.connex.net/policies> that apply to the Service Order, contain the agreement between the Customer and Connex Technologies in its entirety and replace any other prior or simultaneous agreements, whether written or made by oral statements in regards to services.

14.4 Document Acceptance and Signature

Service Order/Quote or any other document that contains a service proposal prepared by Connex Technologies that has been sent to the Customer for review shall be understood as accepted and legally binding on both parties when authorized representatives or employees expresses and confirms their approval by signature on the indicated sections of the document or by continuing to use the services, which will put into effect the Service Order or proposed service as stated in the document until cancellation or expiry.