

# Janus Standard Terms and Conditions

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## *Connor-Winfield Corporation DBA Janus Remote Communications*

The following Connor-Winfield Corporation DBA Janus Remote Communications (hereinafter “Janus Remote Communications” and “Janus”) Commercial Terms and Conditions are between you, the Customer, and Janus Remote Communications. For the purposes of these Commercial Terms and Conditions, Janus may be referred to herein as “we,” “our,” or “us.” “Customer,” “you” and “your” refer to the person or entity purchasing the Services.

The following Terms will apply to Janus Products and Services (referred to herein as the “Equipment” “Products” “Service” or “Services”). Additional terms governing your Products and Services may also be found within our policies and price lists or in applicable Service Schedules or Managed Services Order Form (which are incorporated into and made a part of these Terms).

### **1. Acceptance**

Janus Remote Communications must formally accept your Managed Services Order and Credit Application by countersigning the Managed Services Order Form.

### **2. Service Authorization; Services Commencement**

The individual executing the Managed Services Order Form on behalf of Customer hereby represents and warrants to Janus Remote Communications that he or she is duly authorized to execute and deliver the Managed Services Order Form on behalf of Customer. Customer authorizes Janus Remote Communications to provide, or cause to be provided, the services selected on the Managed Services Order Form (collectively, the “Services”) during the Service Term (as defined below). In order for Customer to receive Service, Customer must cooperate in good faith with Janus Remote Communications as may be reasonably necessary for Janus Remote Communications to commence and continue to provide Services. Janus Remote Communications will use commercially reasonable efforts to commence Service within ten (10) days of the Effective Date, but in no event will Janus Remote Communications incur any liability whatsoever to Customer for any inability to commence services by such date.

### **3. Customer Authorized Representative; Customer**

Customer must authorize and identify to Janus Remote Communications in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer’s account (additions, deletions or changes to the Services). Janus Remote Communications has the right to rely on the instructions given by such representative until Customer notifies Janus Remote Communications in writing of its selection of a different authorized representative.

Customer will provide or designate a technical contact responsible for assisting Janus Remote Communications in diagnosing reported trouble. In the event Customer is not able to provide a certified technical contact, Janus Remote Communications may invoice the Customer for such support at Janus Remote Communication’s applicable hourly rate. If Customer’s authorized representative technical contact changes, Customer must immediately notify Janus Remote Communications in writing of the name and contact information of the new authorized representative and technical contact. Customer will be responsible for any expenses, losses or claims incurred by Janus Remote Communications as a result of Customer’s breach of the obligations in this Section.

## 4. Service Term

The term commitment for the Service ("Service Term") will be reflected on the Managed Services Order Form. The Service Term shall commence on the first (1st) day Service is made available to the Customer by Janus Remote Communications, Service may be provided for month-to-month terms or for longer, fixed time periods, depending on your plan. The Service Term automatically renews for successive terms of equal duration unless you provide us written notice of no less than ninety (90) days prior to the expiration of the current term of your intent not to renew. The renewal begins on the day after the last day of your Service term. If you choose a one (1) year, a two (2) years or a longer fixed term of service, you agree to purchase Service for the full term and any renewal term, if applicable. If you terminate Service before the end of your fixed term (or any renewal term), or we terminate following your default, you will be in material breach of this Agreement and will be subject to the Early Termination Charges described in Section **15(d)** below.

In addition, upon the conclusion of your term commitment period, Janus Remote Communications will automatically begin charging the applicable charges for the renewal period, including charging the credit card you previously authorized to pay for the Services, unless you cancel the Service by providing at least written notice of your intent not to renew Services at least ninety (90) days prior to the end of the current term. If you were receiving a discount based upon a term commitment, your discount may cease and you may be billed the standard monthly rate for the Services during the renewal term. If you subscribe to a prepaid plan, your subscription will automatically renew at the end of each term for successive terms of equal duration. Janus Remote Communications may charge your credit card for the prepayment to cover the renewal term, unless you cancel the Service by providing at least written notice of your intent not to renew Services at least ninety (90) days prior to the end of the current term. Janus Remote Communications does not refund any prepaid fees for unused service. Rates and charges in effect on the last business day of the Initial Term or Renewal Term, as applicable, shall be the rates and charges in effect for such Renewal Term until changed in accordance with these Terms. If during the Service Term, Customer submits a change order that requires Janus Remote Communications to activate additional Devices and there is less than twelve (12) months remaining in the Service Term at the time such Devices are activated, then Customer expressly agrees that the Service Term shall be automatically extended to the first (1st) anniversary of the date the last circuit related to such change order is activated. Customer is responsible for Early Termination Charges (defined below) if the Agreement is terminated either (a) prior to the Service Commencement Date or (b) prior to the expiration of the then current Service Term. (Please see **Section 15** below for Early Termination Charges.)

## 5. Equipment

POTSswaps, Socket Modems, Gateways, Terminals and other telecommunications equipment (referred to herein collectively as "Equipment") will be leased or purchased directly from Janus Remote Communications ("Janus Remote Communications Equipment").

*Janus Remote Communications Equipment. Customer will bear all the risk of loss, theft, or damage to the Janus Remote Communications Equipment. This risk is from the time we ship your Janus Remote Communications Equipment to you. If you receive cartons or Janus Remote Communications Equipment that is visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them. You must then immediately contact Janus Remote Communications Customer Service.*

### **Lease Fees**

Lease fees to your Janus Remote Communications Equipment will apply for the Service Term or Renewal Term, and will be charged separately, in addition to any applicable taxes and governmental surcharges. Customer acknowledges that Janus Remote Communications, or its assignees, have the right to file a Uniform Commercial Code Form 1 (UCC-1) to protect Janus Remote Communication's interest in the Janus Remote Communications Equipment or any other type of filing to effectuate Janus Remote Communications or its assignee's rights to title of the Janus Remote Communications Equipment. Neither the Customer nor its creditors, landlord(s), or any other third-parties have any property, security or other interest in the Janus Remote Communications Equipment. The Customer is responsible for maintaining all-risk property damage insurance covering the Janus Remote Communications Equipment in an amount not less than the retail value of the Janus Remote Communications

## 5. Equipment continued....

Equipment at the date of delivery. The Customer is responsible for providing adequate facilities and space to house, maintain and operate the Janus Remote Communications Equipment in accordance with the manufacturer's requirements. Customer hereby agrees to comply with all instructions and requirements regarding the use and/or care of the Janus Remote Communications Equipment, and to take reasonable measures to protect the Janus Remote Communications Equipment at all times. Customer must not change the serial number, electronic serial number or equipment identifier, encryption keys, other authentication, or technical data or perform a factory reset of the Janus Remote Communications Equipment, without express permission from Janus Remote Communications. Janus Remote Communications reserves the right to terminate the Service should Customer tamper with the Janus Remote Communications Equipment. If leased Janus Remote Communications Equipment was damaged due to Customer's intentional acts, negligence, or use inconsistent with these Terms, as determined by Janus Remote Communications, the Customer will be responsible for the price of repair or replacement of the Janus Remote Communications Equipment. Any tampering with the Janus Remote Communications Equipment, including, for example, opening and attempting to modify the Janus Remote Communications Equipment, or attempting to connect it to unauthorized hardware, will be treated as damage due to Customer's intentional acts or negligence.

Customer agrees to maintain the premises where Janus Remote Communications Equipment is installed using good business judgment in a manner that protects the Janus Remote Communications Equipment from excessive wear and tear and overheating, and keeps the Janus Remote Communications Equipment functional. Customer is required to provide the physical location of all leased Janus Remote Communications Equipment and must notify Janus Remote Communications within five (5) days if any Janus Remote Communications Equipment is moved to another location. Customer shall be responsible for all property and business taxes associated with the Janus Remote Communications Equipment.

### **Equipment Upgrades**

Upon completion of the Initial Term and Customer renews its services for a Renewal Term, Customer may be eligible for a Janus Remote Communications Equipment upgrade or update. In addition, if Customer requests an upgrade of its Janus Remote Communications Equipment and an upgrade is provided, Customer will be responsible for any increase in the monthly lease fee for the upgraded equipment. Customer will also be responsible for restocking fees and shipping and handling charges for the returned items associated with Janus Remote Communications Equipment upgrades requested by Customer. Janus Remote Communications may provide some equipment updates automatically. During this automatic update you may be unable to obtain a dial tone or make and receive calls, including the ability to make 911 calls.

### **Prohibited Equipment**

You are prohibited from using Janus Remote Communications Services with any equipment other than Janus Remote Communications-approved Equipment received from Janus or an Authorized Distributor. (See Acceptable Use Policy at the Janus website: <http://www.janus-rc.com/>)

### **Equipment Purchased from a Distributor**

If you purchased your Janus Remote Communications Equipment from an authorized distributor, you must return your Janus Equipment only to that distributor. We may not accept any Janus Equipment returned directly to us if purchased from a distributor.

### **Janus Remote Communications Equipment Warranty**

If you purchased the Janus Remote Communications Equipment, you must notify Janus Remote Communications within the warranty period of 1 (one) year, if you suspect that the Janus Remote Communications Equipment has a defect. If the defective Janus Remote Communications Equipment is not returned within the above warranty period you may be charged a replacement fee equal to full replacement cost of the Janus Remote Communications Equipment. If you notify us within such time period, the leased or purchased Janus Remote Communications Equipment will be repaired, replaced, replaced with comparable equipment, or refurbished, at Janus Remote Communications discretion, at no charge except for any applicable restocking fee and shipping and handling charges for the returned items. (See Wireless Hardware Limited Warranty at the Janus website: <http://www.janus-rc.com/>)

## 5. Equipment continued....

If you lease the Janus Remote Communications Equipment, Janus Remote Communications shall warranty such equipment during the Initial Term, and during the Renewal Term for any leased Janus Remote Communications Equipment. Such lease Janus Remote Communications Equipment warranty shall be subject to the following.

All returns are subject to trouble-shooting, inspection and confirmation of the defect by Janus Remote Communication's technical support personnel. The Janus Remote Communications warranty does not apply to any defect or failure other than a manufacturing defect. Without limiting the generality of the warranty, it does not apply to any defect caused by damage in the handling of your Janus Remote Communications Equipment by you or any other person after it is delivered to you.

For returns subject to this limited warranty by Janus Remote Communications, you must comply with the following:

- (1) We receive your Janus Remote Communications Equipment, in its original condition (reasonable wear and tear excluded) together with the original packaging, all parts, accessories, and documentation;
- (2) Before returning your Janus Remote Communications Equipment to us, you need to obtain a valid return authorization (RMA) number from Janus Remote Communications,
- (3) You pay all costs of shipping your Janus Remote Communications Equipment back to us.

Your only remedy for breach of any limited warranty or breach of any duty regarding Janus Remote Communications Equipment is to get repaired or comparable replacement Janus Remote Communications Equipment by following our return procedures. (See RMA Terms and Conditions at the Janus website: <http://www.janus-rc.com/>)

OTHER THAN EXPRESS WARRANTIES FOR THE EQUIPMENT IN THE DOCUMENTATION THAT COMES WITH YOUR EQUIPMENT, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE, AVAILABILITY, 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", AVAILABLE FOR THE SENDING OR RECEIPT OF CALLS OR WILL MEET YOUR REQUIREMENTS. THIS SECTION DOES NOT LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY IN THE DOCUMENTATION PROVIDED WITH YOUR EQUIPMENT.

Some States do not allow limitations on how long an implied warranty lasts and some of the above limitations may not apply to you.

### **Janus Remote Communications Equipment Return Upon Termination**

Upon termination of the Services, for whatever reason, you must return the leased Janus Remote Communications Equipment, undamaged, within thirty (30) calendar days to Janus Remote Communications. All components must be included and Equipment must be in good condition, as determined by Janus Remote Communications. Customer will be responsible for paying for the applicable return shipping and handling fees. If the Equipment is not returned within thirty (30) calendar days, or is returned damaged, you will be charged the full replacement cost for the Equipment. Janus Remote Communications may retain any advance payment or deposit, or portion thereof that previously had not been refunded if you fail to return the Equipment within the thirty (30) day time period. If the Equipment is returned within thirty (30) days of termination, any unused advance payment or deposit will be refunded. No refunds will be made for any Equipment returned more than thirty (30) days after termination. If the Janus Remote Communications Equipment is returned during the Initial Term or any Renewal Term, Customer shall be responsible for applicable restocking fees and shipping and handling charges for the returned items.

### **All Equipment and Telephone Numbers**

You agree that you will use the Equipment and any Telephone Number we provision for you only for their intended use, and not for any other purpose.

## 6. Software

The Services and/or the Equipment may use and include certain software and/or firmware (the "Software") provided by Janus Remote Communications.

### End User License

**If you downloaded or installed Software, your use of that Software is subject to the End User License Agreement that accompanied that Software.**

#### **Non-Janus Remote Communications Software**

Your use of the Services and the Equipment may cause you to use or interact with software of non-Janus Remote Communications third-parties. In such cases, those third-parties' terms and conditions apply to your access and use of such non-Janus Remote Communications software. Janus Remote Communications is not liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any such software accessed through, or in conjunction with, the Service or Equipment.

#### Janus Remote Communications License

With regard to any Janus Remote Communications Software (including Software upgrades, changes, or supplements) which is not accompanied by an End User License Agreement, and which is incorporated into the Services or the Janus Remote Communications Equipment, Janus Remote Communications, grants you a limited, personal, nontransferable, and nonexclusive right and license to use the object code of its Software on the Services and the Equipment; provided that you do not (and do not allow any third-party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or structure, sequence and organization of, sell, assign, sublicense, distribute, rent, lease, grant a security interest in, or otherwise transfer any right in the Software. You acknowledge that this license is not a sale of intellectual property and that Janus Remote Communications or its third-party licensors, providers, or suppliers continue to own all rights, title, and interest to the Software and related documentation. The Software is protected by the copyright laws of the United States and international copyright treaties.

#### Export Limits

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.

***NOTICE ABOUT AUTOMATIC SOFTWARE UPGRADES. Janus Remote Communications may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand and agree that Janus Remote Communications has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on the Services and/or Equipment at any time. Software upgrades, updates, or supplements could reset your Equipment and erase saved preferences and stored content.***

## 7. Fraudulent Conduct; Security Measures

Customer agrees to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and is solely responsible for any liability or damages resulting from Customer's failure to maintain that confidentiality. Customer is solely and fully responsible and liable for all activities that occur under Customer's Janus Remote Communications account, assigned telephone number(s), password, user ID, or IP address.

If Customer suspects any breach of security such as loss, theft, public use or unauthorized disclosure or use of the Services, Customer's Janus Remote Communications account, password, user ID, or any credit card number provided to Janus Remote Communications, Customer must immediately contact Janus Customer Service.

There is a risk that other users may attempt to access Customer's Services, such as through the internet or connected networks or through hacking. Customer acknowledges this risk as inherent to the nature of the Services and Customer agrees to take full responsibility for maintaining adequate security precautions to restrict access to the Services, or through the Services, to Customer's facilities, equipment, hardware, software, systems, computers, servers, IP addresses, telephone numbers and Janus Remote Communications Equipment, to prevent hacking, theft, tampering and/or unauthorized access and prevent the fraudulent, unauthorized, illegal or improper use of the Janus Remote Communications Services, equipment and systems and of the services, equipment and systems of non-Impact third-parties.

Regardless of Customer's Service, Customer agrees to pay any Service fees and charges (and any applicable taxes and governmental surcharges) incurred from the use of the Services (including usage charges) even if these result from the fraudulent, unauthorized, illegal or improper use of the Services by third-parties. Customer agrees to pay any claims, costs, damages, liabilities and expenses incurred by Janus Remote Communications as a result of the fraudulent, unauthorized, illegal or improper use of the Janus Remote Communications Services.

Customer agrees to notify Janus Remote Communications immediately, by contacting Janus Customer Service, if the Janus Remote Communications Equipment is stolen or if Customer becomes aware at any time that Services are being stolen or fraudulently used. When Customer contacts Customer Service, Customer must provide Customer's Janus Remote Communications Account number and a detailed description of the circumstances of the theft or unauthorized use, including documentation (e.g., a copy of a police report). Customer will be responsible for all charges incurred under Customer's Janus Remote Communications account (including usage charges) until Customer reports the theft or fraudulent use of the Services. Customer will be responsible for stolen or damaged Equipment and is advised to maintain adequate insurance coverage to protect against such loss. Failure to provide notice to Janus Remote Communications of any theft or fraudulent use of the Services or the Equipment in a timely manner may result in the termination of Customer's Services and additional charges to Customer.

## 8. Resale Prohibited

Customer is authorized to use the Services solely for its own internal business purposes. Customer is prohibited from reselling, or permitting to be resold, the Services or any portion thereof. In addition to other responsibilities under this Agreement, Customer agrees that it and anyone using the Services will (a) upon request, take all actions necessary in order to install and activate the Services; (b) comply with any Janus Remote Communications Acceptable Use Policy applicable to the Services and published by Janus Remote Communications from time to time (on the website); (c) comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or these Terms.

## 9. Completed Calls

Customer is liable for all completed calls made utilizing Janus Remote Communications Equipment operated at Customer's Service Locations, whether such calls are authorized or unauthorized, and regardless of suitability for Customer's applications, and/or any failure of other network elements or services which may impact Customer's ability to operate. Customer shall not hold Janus Remote Communications liable for any fraudulent calls that may occur using the Janus Remote Communications Services on any equipment located at the Customer's Service Locations, including any fraud related to unauthorized access of Customer's telecommunications equipment. Janus Remote Communications or its underlying carriers reserve the right to discontinue furnishing Services, cancel the Customer's account, and/or block the Customer's access to the underlying carrier network, without incurring any liability, immediately and without notice, if Janus Remote Communications deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Janus Remote Communication's personnel, agents, facilities or Services. Regardless of whether or not Janus Remote Communications blocks Service, Customer shall still be fully liable for all completed calls made using the Services, whether or not these are fraudulent.

## 10. Service Levels

Janus Remote Communications will provide Customer with the rights and remedies set forth in its service levels guidelines and Customer's exclusive remedy or recovery for any loss of Service or network outages shall be as provided under such guidelines. Damages and credits arising out of or related to the Services shall not exceed the amount of the credit described in the service level guidelines. In addition, Customer may terminate the Service as described in Section **15 (b)** below. All network outage credit requests are subject to Janus Remote Communication's review and verification. Customer must be current on all payments in order to receive credit under the service level guidelines. Credits will appear within two (3) billing cycles after credit approval.

## 11. Janus Remote Communications as Reseller or Licensor

Janus Remote Communications is acting only as a reseller or licensor of certain components of the Services (certain services) which components are provided by third-parties ("Non-Janus Remote Communications Products and Services"). Customer agrees that Janus Remote Communications may release Customer's name and billing information directly to such third-parties so that Customer may be billed directly, if applicable, as to those Non-Janus Remote Communications Products and Services. Janus Remote Communications shall not be responsible for any changes in the Products and/or Services that caused the Non-Janus Remote Communications Products and Services to become obsolete, require modification or alteration, or that otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-Janus Remote Communications Products and Services sold, licensed, used or provided by Janus Remote Communications to Customer or purchased directly by Customer and used in connection with the Services will not be deemed a breach of Janus Remote Communication's obligations under this Service Schedule. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of Non-Janus Remote Communications Products and Services are limited to those rights extended to Customer by the manufacturer or provider of such Non-Janus Remote Communications Products and Services. Customer is entitled to use any Non-Janus Remote Communications Products and Services supplied by Janus Remote Communications only in connection with Customer's permitted use of the Services. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by Janus Remote Communications to Customer through any Non-Janus Remote Communications Products and Services and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or re-export any Services or Non-Janus Remote Communications Products and Services, or any technical data derived therefrom, in violation of any applicable United States or foreign law. Customer understands and agrees that Janus Remote Communications utilizes various underlying providers to provide portions of the Services to Customer and reserves the right, without consent of Customer, to change underlying providers at any time during the Service Term.

## **12. Service Locations; Relocation**

Janus Remote Communications will only provide the types of Services listed on the Managed Services Order Form for the Service Location listed on the Managed Services Order Form for use solely by Customer at such Service Locations. If Customer desires to transfer Service for any Service Location to a different Service Location, Customer must request that move in writing to Janus Remote Communications at least six (6) weeks in advance. If Customer's new Service Location is within Janus Remote Communication's service area, then Customer and Janus Remote Communications must enter into a new agreement with a Service Term of no less than the original Initial Term. The new agreement may include additional non-recurring, recurring charges and fees. If the Service at the prior location terminates upon Customer's relocation and Customer's new Service Location is not within Janus Remote Communication's service area, or Janus Remote Communications and Customer do not enter into a new agreement for the new location, then Customer will be deemed to have terminated the Service and Early Termination Charges will apply if the termination occurs during the Initial Term.

## **13. Optional Monitoring**

Janus Remote Communications has no obligation to monitor the Commercial Services, but may do so and disclose information regarding the use of the Services for any reason if Janus Remote Communications, in its sole and absolute discretion, believes that it is reasonable to do so, including, without limitation, to satisfy laws, regulations, or governmental or legal requests; operate the services properly; or protect itself and its customers. Janus Remote Communications may immediately remove Customer's materials or information from Janus Remote Communication's servers, in whole or in part, where Janus Remote Communications, in its sole and absolute discretion, determines that such materials or information possibly infringe another's property rights or possibly violate these Terms or other policies or laws.

## **14. Service Interruptions, Limits, Modifications**

Service may be temporarily interrupted or otherwise limited for a variety of reasons; some beyond the control of Janus Remote Communications. Janus Remote Communications reserves the right to refuse credit allowances for interruptions of Service. Janus Remote Communications also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability. You acknowledge that Janus Remote Communications may establish general practices and limits concerning use of the Services, including without limitation, the limits set forth in any Service Schedule or on the Janus Remote Communications websites.



## 15. Termination Rights; Early Termination Charges

**(a) Janus Remote Communications. Janus Remote Communications may terminate and/or limit, suspend or discontinue Commercial Service:**

- (1) If Customer fails to take any action requested by Janus Remote Communications to establish Service, and such failure continues for ten (10) days after notice from Janus Remote Communications; or
- (2) Customer fails to perform or comply with any other obligation under these Janus Remote Communications Commercial Terms and Conditions, including any applicable Service Order or Service Schedule and such failure continues without being cured to Janus Remote Communication's reasonable satisfaction within ten (10) days after notice from Janus Remote Communications;
- (3) If Customer fails to:
  - (i) Pay an invoice and this failure remains uncorrected for ten (10) days after the due date; or
  - (ii) Fails to provide any security or additional security within the timeframe required under these Terms;
- (4) Immediately, if:
  - (i) Usage by Customer exceeds or is projected to exceed Customer's credit limit without the prior written consent of Janus Remote Communications;
  - (ii) Customer provides false or misleading Customer credit, billing or other information;
  - (iii) Customer (or its parent) files any voluntary or involuntary petition in bankruptcy court which names Customer (or its parent) as the debtor or upon filing to seek dissolution or cessation of Customer's (or its parent's) business operations;
  - (iv) Janus Remote Communications is ordered or requested to terminate Service by a governmental entity or upon state PUC or FCC approval, and Commission required customer notice, should Janus Remote Communications file to withdraw its authority to provide Services;
  - (v) The Service(s) are no longer made available to Janus Remote Communications by the underlying carrier;
  - (vi) Janus Remote Communications, in its sole and absolute discretion, detects fraudulent or illegal use of the Services, or Janus Remote Communications, in its sole and absolute discretion, believes that Customer has materially violated Janus Remote Communication's service policies or determines that Customer's use of the Services is prohibited (including without limitation, with respect to web hosting services, if Customer's web site or content violates any Janus Remote Communications web hosting acceptable use policy or these Terms).

**(b) Customer. Customer may terminate its Commercial Service without liability:**

- (1) In accordance with any applicable service level guidelines, or
- (2) If Janus Remote Communications fails to perform or comply with any material obligation under these Terms or any Service Schedule or Managed Services Order and such failure is not cured (as reasonably determined by Janus Remote Communications) within thirty (30) days after written notice from Customer.

**(c) Termination for Convenience. Customer may terminate the Service at any other time so long as Customer pays Early Termination Charges specified in this Service Schedule. Customer is responsible for all fees and charges incurred prior to any termination of the Service.**

**(d) Early Termination Charges. In the event Customer terminates Service prior to the end of the Initial Term or any Renewal Term or has Service discontinued for any reason other than under Section 15 (b) above, Customer agrees to pay Janus Remote Communications early termination charges ("Early Termination Charges") as liquidated damages and a reasonable approximation of Janus Remote Communication's loss from early termination (not as a penalty), in an amount equal to:**

- (1) All fixed recurring charges (including all "Minimum or Maximum Usage Commitments," if any) for the number of months remaining in the current Term (pro-rated for any partial months), and
- (2) All outstanding but unpaid non-recurring charges and other unpaid charges incurred prior to termination.

In addition, Customer agrees to return the Janus Remote Communications Equipment in accordance with these Terms.

## **15. Termination Rights; Early Termination Charges continued....**

Any suspension or termination of the Service may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While Customer's Service is suspended, billing will continue for Customer's recurring charges and any usage-based charges plus any applicable taxes and governmental surcharges.

### **Service Plans**

Janus Remote Communications will continue to bill Customer's account until Customer contacts Janus Remote Communications to cancel Customer's Janus Remote Communications Service. It is Customer's responsibility to make the necessary arrangements with Customer's new provider to transfer Customer's service. If Janus Remote Communications is Customer's local provider or preferred long distance carrier, that means that Customer will need to contact Customer's new local exchange carrier to transfer such Services to stop further billing by us. The new service provider will transfer the services; Janus Remote Communications cannot initiate or effectuate the transfer. However, Customer must also contact Janus Remote Communications to cancel the Janus Remote Communications Services. Until the transfer of Service is successful and confirmed, Customer will remain responsible for charges applicable to Customer's Janus Remote Communications Service.

Termination or cancellation of Service by Janus Remote Communications does not excuse Customer from paying all unpaid and/or accrued charges due in relation to these Terms, including any early termination fees that may apply, all of which immediately become due and payable. If Customer leases Janus Remote Communications Equipment, Customer may also be charged its full replacement cost if the Janus Remote Communications Equipment is not returned in accordance with Section 5. Termination or suspension by Janus Remote Communications of the Services also constitutes termination or suspension (as applicable) of Customer's license to use any Software.

### **Provider Changes**

Janus Remote Communications will continue to bill Customer's account until Customer contacts Janus Remote Communications to cancel Customer's Janus Remote Communications Service. It is Customer's responsibility to make the necessary arrangements with Customer's new provider to transfer Customer's service. If Janus Remote Communications is Customer's local provider or preferred long distance carrier, that means that Customer will need to contact Customer's new local exchange carrier to transfer such Services to stop further billing by us. The new service provider will transfer the services; Janus Remote Communications cannot initiate or effectuate the transfer. However, Customer must also contact Janus Remote Communications to cancel the Janus Remote Communications Services. Until the transfer of Service is successful and confirmed, Customer will remain responsible for charges applicable to Customer's Janus Remote Communications Service.

### **Porting from Janus Remote Communications**

Customer may or may not be able to transfer, or port, Customer's current Janus Remote Communications Equipment phone number to another service provider. To avoid interruption of service, it is strongly recommended that Customer first verify that Customer's phone number has been successfully ported to Customer's new carrier or service provider prior to terminating Services with Janus Remote Communications. Should Customer's Service be terminated with Janus Remote Communications prior to successfully porting Customer's number to a new service provider, Janus Remote Communications will not be able to port that number to Customer's new service provider.

Please be aware that Impact will only terminate Services specifically designated by Customer. For that reason, if Customer is seeking to port multiple numbers and/or additional Equipment, Customer must inform Janus Remote Communications of Customer's intent to terminate all the Services on Customer's account, prior to the successful completion of the requested port.

If a port is unsuccessful for any reason, it is imperative that Customer again requests disconnection as stated in these Terms. Otherwise, Customer's Service will otherwise remain active and Customer will continue to be responsible for all charges and fees associated with Customer's Janus Remote Communications Account.

Once Customer's Service is terminated and/or Customer's telephone number has been ported, Customer will remain responsible for all charges and fees through the end of the current billing cycle, including any unbilled charges, as well as any applicable early termination fees that apply.

Unless required by law, recurring fees will not be prorated in any partial termination month.

## 16. Disclaimer of Warranties; Limitation of Liability

### *YOU UNDERSTAND AND AGREE THAT:*

#### **(a) No Warranties:**

1. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JANUS REMOTE COMMUNICATIONS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. JANUS REMOTE COMMUNICATIONS MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (V) THE SERVICES WILL NOT CONFLICT OR INTERFERE WITH OTHER SERVICES FROM JANUS REMOTE COMMUNICATIONS OR THIRD-PARTIES THAT YOU RECEIVE AT YOUR PREMISES.
3. CREDIT ALLOWANCES FOR INTERRUPTION OF SERVICE OR SERVICE OUTAGES OR FOR SERVICE DEFECTS OR ERRORS, INCLUDING INTERNATIONAL CALLING SERVICES, WILL BE NOT BE PROVIDED, UNLESS REQUIRED BY LAW OR SPECIFIED IN SERVICE LEVEL GUIDELINES.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU JANUS REMOTE COMMUNICATIONS OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **(b) Limitation of Liability:**

1. YOU UNDERSTAND AND AGREE THAT, UNLESS PROHIBITED BY LAW, JANUS REMOTE COMMUNICATIONS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF REVENUE OR PROFITS, BUSINESS OR GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF JANUS REMOTE COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) USE OF THE SERVICES (WHICH INCLUDES EQUIPMENT, SOFTWARE, AND INSIDE OR OUTSIDE WIRING), (b) THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, (c) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF THE SERVICES, EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF AN JANUS REMOTE COMMUNICATIONS INSTALLER, TECHNICIAN, OR OTHER REPRESENTATIVE, AND/OR (d) ANY INABILITY TO REACH 911 EMERGENCY SERVICES, ANY ALLEGED INTERFERENCE WITH ALARM OR MEDICAL MONITORING SIGNALS, OR ANY FAILURE OF ALARM OR MEDICAL MONITORING SIGNALS TO REACH THEIR INTENDED MONITORING STATIONS ALLEGEDLY AS A RESULT OF THE SERVICES. (SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.)
2. IN ADDITION, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH JANUS REMOTE COMMUNICATIONS IN CONNECTION WITH THE SERVICE, INCLUDING ANY DIRECT DAMAGES ARISING FROM OR RESULTING FROM ANY OF THE CAUSES LISTED IN SECTIONS B(1) (a) THROUGH (d) IN THE PRECEDING PARAGRAPH, IS A REFUND NOT TO EXCEED THE TOTAL AMOUNT OF THE SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.

## 17. Notice from Janus Remote Communications to You

Janus Remote Communications may, from time to time, change the Terms and the other rates and charges for Services by giving notice of the changes. Unless otherwise stated in these Terms, notice to you may be made via email, regular mail, posting online at [www.janus-rc.com](http://www.janus-rc.com) (or on any other website operated by Janus Remote Communications that describes your Service), recorded announcement, Invoice message, Invoice insert, postcard, letter, or call to your place of business. It is your responsibility to check these materials for updates and notices. Unless otherwise stated in these Terms, notice will be considered given, and will become effective prospectively, fifteen (15) days after the date that the change is posted on [www.janus-rc.com](http://www.janus-rc.com) or fifteen (15) days after such change is communicated to you as specified in this Section, or as otherwise required by law.

## 18. Notice from You to Janus Remote Communications

All notices or other communications under the Agreement, except as provided for elsewhere herein, must be in writing and will be deemed to have been duly delivered or given when (a) delivered by hand (with written confirmation of receipt) before 5:00 p.m. Central time on a business day (or otherwise on the next succeeding business day); (b) sent by email before 5:00 p.m. local time on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (c) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, UPS, DHL, and addressed or sent to the appropriate address or email address as set forth below (or to such other addresses or facsimile numbers as a Party may designate by notice to the other Party).

Janus Remote Communications  
Attn: Customer Service  
2359 Diehl Road  
Aurora, IL 60502

Email: [info@janus-rc.com](mailto:info@janus-rc.com)

## 19. Intellectual Property

All portions of the Services and Equipment and any firmware or software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on related website(s) are the property of Janus Remote Communications or third-party providers and 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 Janus Remote Communications or third-party providers are and shall remain the exclusive property of Janus Remote Communications or third-party providers, and nothing in this Agreement shall grant you the right or license to use such Marks.

## 20. Indemnity

You agree to indemnify, defend and hold harmless Janus Remote Communications and its direct and indirect subsidiaries and affiliates and the directors, officers, agents, and employees of any of these (the "Impact Indemnified Parties") from any claim, demand, action, citation, or legal proceeding, including, but not limited to, those arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, and for reasonable attorneys' fees, made by any party against the Janus Remote Communications Indemnified Parties that arise out of or result from your use of or inability to use the Services or your violation of any of these Terms, or your violation of any rights of any third-party.

## 21. Dispute Resolution

### **PLEASE READ THIS SECTION CAREFULLY.**

- (a) In this Section 21, references to "Janus Remote Communications" "Customer," "you," and "us" include our respective subsidiaries, affiliates, providers, and the agents, employees, predecessors in interest, successors, and assigns, of any of these as well as all authorized or unauthorized users or beneficiaries of the Services or Equipment under this or prior agreements between us.

Most concerns can be resolved quickly by contacting Customer Service. If we cannot agree on an informal resolution, we each agree to resolve the dispute through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court, and is subject to very limited review by courts. Arbitrators can award the damages that a court can award subject to any limitations specified in these Terms. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted

#### **(b) Arbitration Agreement**

1. IF YOU THINK THERE HAS BEEN AN ERROR IN A CHARGE POSTED TO YOUR ACCOUNT OR YOU HAVE A DISPUTE ABOUT OUR SERVICES, YOU MUST FIRST NOTIFY US WITHIN THIRTY (30) DAYS AFTER THE CHARGE IS POSTED TO YOUR ACCOUNT BALANCE.  
IF WE HAVE NOT RESOLVED THIS DISPUTE TO YOUR SATISFACTION, ANY CLAIM OR DISPUTE ARISING OUT OF THIS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE DATE ON WHICH THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.
2. Janus Remote Communications and Customer agree to arbitrate all disputes and claims arising out of or relating to any aspect of the Services. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - Claims arising out of or relating to any aspect of the Services, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - Claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual law suit (instead of arbitration) but only in small claims court.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission (FCC) or the Canadian Radio-television Telecommunications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

3. Waiver of Certain Punitive Damage Claims. The arbitrator will have no authority to award consequential, incidental, punitive, or exemplary damages. Both you and Janus Remote Communications expressly waive any rights to any such damages, whether the proceeding takes place before an arbitrator or court of law. To the extent such damages may not be so waived, if an arbitrator or judge decides to award such damages they shall be limited to the total amount of the Service fees paid during the immediately preceding twelve (12) month period. Unless applicable substantive law provides otherwise, each party pays its own expenses to participate in the arbitration or legal proceeding, including attorney's fees and expenses for witnesses and production and presentation of evidence. All waivers specified in this Section apply even if these Terms are amended or modified and they will survive termination of this Agreement.
4. Waiver of Jury Trial; Jurisdiction. IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND WE EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. INSTEAD, A JUDGE WILL DECIDE ANY DISPUTE. YOU AGREE TO SUBMIT YOURSELF TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS.

## 21. Dispute Resolution continued....

5. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Janus Remote Communications should be addressed to: Legal Department, Janus Remote Communications, 2111 Comprehensive Drive, Aurora, IL., 60505 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Janus Remote Communications and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Janus Remote Communications may commence an arbitration proceeding.
6. All administrative fees and expenses of arbitration will be divided equally between you and us. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except those issues relating to the scope and enforceability of the arbitration provisions, are for the court to decide. Unless Janus Remote Communications and you agree otherwise, any arbitration hearings will take place in Illinois. If your claim is for \$10,000 or less, you and we agree that the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing, or, if you and we agree, by an in-person hearing. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of fees and costs will be governed by the AAA Rules. In such case, you agree to reimburse Janus Remote Communications for these fees and costs. Each party bears the expense of its own preparation and presentation of evidence at the arbitration hearing, including the expense of its own counsel, experts, witnesses and other preparation.
7. The arbitrator may award declaratory or injunctive relief. The arbitrator may not award punitive or exemplary damages. The arbitrator may award a monetary award in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND JANUS REMOTE COMMUNICATIONS AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Janus Remote Communications agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything in this Arbitration Agreement to the contrary, if this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
8. Any arbitration shall remain confidential. Neither you nor Janus Remote Communications may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.

## 22. Assignment

Janus Remote Communications may assign this Agreement and its rights and obligations hereunder or pertaining to the provision of the Services, or parts thereof, to a parent or affiliated company or to a successor in interest, with or without notice to you, unless required by law. You may not assign this Agreement or your rights or obligations hereunder or pertaining to the Services or any parts thereof without the written consent of Janus Remote Communications.

## 23. Force Majeure

Other than with respect to Customer's failure (a) to make payments when due, (b) provide any required security or (c) implement Security Measures, neither Janus Remote Communications nor Customer shall be liable for delays, failures to perform, damages, losses, destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, flood, water, the elements, acts of God, third-party labor disputes, utility curtailments, cable cuts, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, or unavailability of transportation. Janus Remote Communications shall be excused from its failure to perform any obligation to the extent such failure is caused by Customer's delay.

## 24. Regulatory Modifications

If the Federal Communications Commission ("FCC"), a state Public Utility or Service Commission, a court of competent jurisdiction, (or in Canada, the Canadian Radio-television Telecommunications Commission or any provincial authority) or other governmental entity issues a rule, regulation, law or order that has the effect of canceling, changing or superseding any material term or provision of the Service ("Regulatory Requirement"), we may modify, discontinue or limit the Service, or impose requirements, as necessary to meet changing regulatory rules and standards.

## 25. No Relationship

No agents, representatives or employees of other carriers shall be deemed to be agents or employees of Janus Remote Communications. Nothing in the agreement or in the course of dealing between Janus Remote Communications and Customer shall be deemed to create between them (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship. Neither Party shall have the authority to commit or legally bind the other Party in any manner whatsoever, including, but not limited to, the acceptance or making of any agreement, representation or warranty.

## 26. Waivers and Amendments

Unless otherwise expressly specified in these Terms (including any applicable Managed Services Order, Service Schedule or acceptable use policy):

- (a)** No failure or delay by either Janus Remote Communications or the Customer in exercising any right, power or remedy will operate as a waiver of that right (i.e., all waivers will be enforceable only if it is in writing and signed by the party waiving the term or condition); and
- (b)** This Agreement between Janus Remote Communications and Customer may not be modified or amended except by a writing signed by both Janus Remote Communications and Customer (provided, however that the Agreement may be amended by any addendum, attachment or change order executed by Customer and accepted by Janus Remote Communications). Notwithstanding the foregoing, Janus Remote Communications may modify the availability and scope of its Services by giving Customer no less than fifteen (15) days prior written notice of said modifications).

## 27. General Terms

1. These Terms do not provide any third-party with a remedy, claim, or right of reimbursement.
2. These Terms (including the contents of any Service Schedules, Service Orders, tariffs, price lists, signed contracts, policies, service level guidelines, or other documents referenced herein and applicable to your Service) constitute the entire agreement between Janus Remote Communications and Customer and supersede any prior agreements and representations between Customer and Janus Remote Communications with respect to the subject matter of these Terms, the Services and Equipment.
3. These Terms and the relationship between Customer and Janus Remote Communications will be governed by the law of the State of Illinois for U.S. Customers except to the extent such law is preempted by or is inconsistent with applicable federal or national law.
4. If any provision of these Terms is found by a court or agency of competent jurisdiction to be unenforceable, Customer and Janus Remote Communications nevertheless agree that the remaining provisions of these Terms shall remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.
5. To the fullest extent permitted by law, you and Janus Remote Communications 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 arising from or related to these Terms must be filed within two (2) years after such claim or cause of action arose or be forever barred.
6. The section titles and paragraph headings in these Terms are for convenience only and have no legal or contractual effect.
7. All sections relating to confidentiality, limitation of liability, indemnity and other terms that by their nature and import are intended to survive, shall survive the termination or expiration of this Agreement.

## Rates and Charges

### 28. Fees and Charges; Taxes and Governmental Surcharges; Collection

#### **Rates, Charges and Taxes**

Customer agrees to pay all recurring, nonrecurring, usage and access charges, and charges for features, data usage, and for charges incurred at Customer's specific request, and charges and administrative fees related to Equipment installation and maintenance, and all other charges associated with your Janus Remote Communications Services. This responsibility is not changed by virtue of any use, misuse, or abuse of your Services undertaken or caused by third-parties. If you subscribe to or activate Services on behalf of another but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by these Terms as though you had activated Services on your own behalf. Any fixed recurring charge applicable to your Service is billed in advance and applies whether or not you make any calls, and whether or not your billing period covers a full billing cycle, (unless proration of the recurring charge is required by law). If you discontinue your Janus Remote Communications Services as your primary long distance carrier, you must contact your new service provider and Janus Remote Communications to cancel Janus Remote Communications Services. Until the transfer of the Service is successful and confirmed, you will remain responsible for charges applicable to your Janus Remote Communications Services.

#### **International Mobile Destinations**

Janus Remote Communication's advertised rates for international calls are generally the rates charged for calls to landline telephones. Most calls to international mobile telephones are charged a different (usually higher) rate than calls to landline telephones.

#### **No Trouble Found (NTF) Charges**

Customer may be charged at Janus Remote Communication's standard hourly rates when a reported Service interruption results in the use of the Janus Remote Communication's technical support staff when (a) no trouble is found by the technician; or (b) the cause of the interruption was not due to Janus Remote Communications facilities, Equipment or systems used to provide Service.



## **28. Fees and Charges; Taxes and Governmental Surcharges; Collection continued....**

### **Activation/Reactivation/Deactivation Charges**

Customer will pay charges associated with activating, reactivating, or deactivating Customer's services.

### **Early Termination Third-Party Charges**

If Customer submits a change order that is accepted by Janus Remote Communications that will result in an early termination charge to Janus Remote Communications from an underlying provider, Customer shall pay Janus Remote Communications the amount of such early termination charge in addition to other fees due hereunder.

### **Ancillary Charges**

Customer agrees to pay ancillary charges and fees added from time to time by Janus Remote Communications upon written notice to Customer.

### **Paper Invoice Fee**

If applicable and where permitted by law, the Paper Invoice Fee is applied to customers who choose to receive paper invoices. The Paper Invoice Fee is applied per billing cycle and equals \$2.00 per invoice.

### **Third-Party Billing**

You are also responsible for any charges from third-parties that arise when you use your phone numbers as a billing mechanism for third-party products and services.

### **Federal Universal Service Surcharge**

Janus Remote Communications imposes a surcharge to recover the Federal Universal Service Fee ("FUSF") that all telecommunications carriers are required to pay to the federal program that ensures that basic phone service is available in all areas of the country at affordable rates. This surcharge is not a government mandated charge but is added to invoices to recover this cost from customers. The FUSF contribution percentage is reviewed and adjusted quarterly by the FCC.

### **Taxes and Governmental Surcharges**

Customer agrees to pay all taxes and governmental fees, surcharges, and assessments when applicable for the Services. In addition, in order to provide Customer with the Services, Janus Remote Communications may pay taxes and governmental fees and surcharges to the federal and state governments and to municipalities and other governmental entities, which Janus Remote Communications may pass on to Customer as a surcharge or regulatory fee as permitted by law.

### **Exemption**

If Customer is exempt from payment of any Taxes or Federal Universal Service Surcharges, Customer may provide Janus Remote Communications with a valid original exemption certificate in a form and substance satisfactory to Janus Remote Communications (an "Exemption Certificate"). The exemption will only apply to Taxes and USF Surcharges incurred after the date Janus Remote Communications receives the Exemption Certificate. Customer will not receive credit for any Taxes and USF Surcharges already paid by Janus Remote Communications prior to processing a valid Exemption Certificate. If Customer provides Janus Remote Communications with a valid original Exemption Certificate, Customer is responsible for the collection and remittance of all Federal, state and local sales, use, excise or utility taxes and governmental assessments, surcharges or fees and for all USF contributions pertaining to Customer's use of the Services, as may be applicable. Janus Remote Communications may revoke the Exemption Certificate at any time, and Customer shall immediately remit payment to Janus Remote Communications for any Taxes and USF Surcharges owed for previous billing periods but not paid, if Janus Remote Communications determines the information or disclosures in the Exemption Certificate are not, were not or will not be, true, correct and accurate in all respects.

### **Rounding**

Each call completed will have an initial minimum charge of at least one minute, unless a greater or lesser billing increment is specified in the Service Schedule, and any time beyond that minimum will be billed in additional one minute increments, rounded up to the next whole minute, unless a greater or lesser billing increment is specified in the Service Schedule.

## **28. Fees and Charges; Taxes and Governmental Surcharges; Collection continued....**

### **Timing of Calls**

Timing of metered calls generally begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Janus Remote Communications must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Janus Remote Communications for a completed call. In these situations, Janus Remote Communications will charge for the call as if it were answered by the called party.

### **No Rollover**

If Customer selects a plan that includes an unlimited or predetermined allotment of services (for example, an unlimited or predetermined allotment of voice minutes), unless otherwise specifically provided as part of such Service plan, any unused allotment of services from one billing cycle will not carry over to the next billing cycle.

### **No Refunds**

Neither non-usage of the Service nor misdialing while using the Service entitles Customer to a credit for, or refund of, any portion of a payment made to us.

### **Collection**

Janus Remote Communications may assign unpaid late balances to a collection agency or attorney for appropriate action. Even if we accept late or partial payments (including those marked "Paid in Full" or similar text), it will not waive any of our rights to collect the full amount due to us for the Services. Customer agrees to reimburse Janus Remote Communications for all reasonable costs and legal expenses incurred to recover sums due, including the fees of any collection agency or attorney. Customer expressly authorizes, and specifically consents to allowing Janus Remote Communications and/or its outside collection agencies, outside counsel, or other agents to contact Customer in connection with any and all matters relating to unpaid past due charges billed by Janus Remote Communications to you. Customer agrees that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that Customer has provided, or may in the future provide, to Janus Remote Communications. Customer agrees that any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set email messages delivered by an automatic emailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

### **Returned Payment Charges**

Customer will be charged a fee greater of \$25 or 5% of the amount of the payment for any check or other instrument (including credit card charge-backs) tendered by Customer and returned unpaid by a financial institution for any reason.

## **29. Service and Rate Changes**

Notwithstanding the provisions of the Terms to the contrary, during the Initial Term of the Janus Remote Communications Commercial Service, Janus Remote Communications will not increase the (a) Monthly Recurring Service Rates, (b) Minimum Usage Commit/Guarantee, (c) Voice Channel Charge, or (d) Per Minute Usage Rates (if applicable) for intrastate or interstate calls (i.e., calls originating and terminating within the continental U.S. and between the U.S. and Canada) that are stated on the Managed Services Order Form. After the Initial Term, Janus Remote Communications may revise and/or increase the rates and charges noted in (a) through (d) above at any time upon thirty (30) days prior written notice to Customer. Notification of any such changes and of any change to the terms and conditions of the Service will be provided consistent with Notice methods specified in Section 21 (Notice To You by Janus Remote Communications) of these Terms.

Notwithstanding the foregoing, during the Initial and any Renewal Service Term, Janus Remote Communications may change and/or increase the international per-minute rates and charges (for calls from the U.S. to countries other than Canada) and/or for calls to extended U.S. domestic destinations (i.e., U.S. destinations outside the continental U.S.) effective five (5) days after the date that the change is posted on [www.janus-rc.com](http://www.janus-rc.com) for your

## 29. Service and Rate Changes continued....

Services. In addition, Janus Remote Communications may be forced to increase its Monthly Recurring service Rates in as a result of increased rate(s), install fees, or newly implemented underlying carrier charges. In such an event, where applicable, Janus Remote Communications shall provide a thirty (30) day written notice to the Customer. If the Customer elects to terminate the Services affected by the rate increase, the Customer shall be released from the term agreement relative to the Service(s) directly impacted by the rate increase with no early termination fee assessed. However, the Customer must notify Janus Remote Communications within thirty (30) days of such notice in writing if Customer elects to terminate applicable Service(s). Your continued use of the Services following notice of any changes to the Services and the applicable rates, fees and charges constitutes your acceptance of those changes.

## 30. Credit Evaluation; Credit Reporting Authorization

Customer must have and maintain credit satisfactory to Janus Remote Communications to receive and continue to receive Services. As permitted under applicable laws and without limitation to other rights provided in these Terms or other applicable policies, Customer authorizes Janus Remote Communications to (a) disclose Customer's account information, including Customer's payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use Customer's credit report and other credit information from any source in connection with Janus Remote Communication's offering of the Services. Customer understands that if Customer fails to fulfill the terms of Customer's obligations under these Terms, Janus Remote Communications may report Customer's failure to a credit reporting agency.

We may require Customer to make deposits or advance payments for Services, which we may use to satisfy or offset against any unpaid balance due and owing to Janus Remote Communications under Customer's Janus Remote Communications account. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Upon determination solely by Janus Remote Communications of satisfactory payment history or as required by law, Janus Remote Communications may begin refunding the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Janus Remote Communications. Based on Customer's creditworthiness, we may require Customer to enroll, and remain enrolled, in an automatic payment or electronic funds transfer plan.

We will notify our business customers by letter, fax or e-mail if we will require security amounts in the form of (a) a cash deposit, (b) an irrevocable, stand-by letter of credit from a financial institution and in a format acceptable to Janus Remote Communications, (c) a guarantee by one or more owners or affiliates of our customer or third-parties, or (d) some other form of security acceptable to Janus Remote Communications in its sole discretion. Janus Remote Communications is not obligated to provide or continue to provide any Services, until Janus Remote Communications receives the required security.

Janus Remote Communications may assign our business customers a credit limit. If Customer's account balance goes beyond the limit we set, we may immediately interrupt or suspend service until the account balance is brought below the limit. Any charges incurred in excess of the credit limit become immediately due. In addition, if Customer's charges for the Services are projected to exceed (based on Janus Remote Communication's measurement of Customer's daily usage run rate), or do exceed, the credit limit, Janus Remote Communications may require additional security of its choice from the customer in an amount to be determined by Janus Remote Communications in its sole discretion. Customer must provide this additional security to Janus Remote Communications within five (5) business days.

Janus Remote Communications reserves the right at any time, upon notice to Customer, to withdraw credit approval for Customer, limit the amount of credit Janus Remote Communications may make available to Customer, change the length of billing cycle and/or due date and/or change the security requirements applicable to Customer from time to time hereunder in Janus Remote Communication's sole discretion. Janus Remote Communications shall be entitled to suspend or terminate, in whole or in part, any or all Services hereunder if Janus Remote Communications has withdrawn its credit approval of Customer, Customer has exceeded or, in Janus Remote Communication's sole determination, will soon exceed its credit limit, or Customer has failed to comply with the then applicable security requirements hereunder.

### 30. Credit Evaluation; Credit Reporting Authorization continued....

Additionally, if at any time Janus Remote Communications determines that, in its sole and absolute discretion, payment for Services may not be made when due, Janus Remote Communications may suspend the Services. Janus Remote Communications may suspend the Services, apply any deposit, draw on any letter of credit, collect from any guarantor, or apply other security if any amounts due by Customer for the Services (including early termination charges), not properly disputed are not paid in full by the due date. Customer agrees to restore any security to the amounts previously in place after Janus Remote Communications applies any of the security to Customer's obligations.

Janus Remote Communications will return the unapplied portion of any deposit to Customer at the end of the Service Term. Interest will not be paid on advance payments or deposits unless required by law.

### 31. Invoicing and Payment

#### Invoices

On the first invoice following the Service Commencement Date, Customer agrees to pay (a) all non-recurring charges (b) the first billing cycle's fixed recurring charge (prorated if it is a partial billing cycle) and (c) the fixed recurring charge for the second billing cycle. Thereafter, fixed recurring charges (other than usage) will be billed in advance. Usage and Minimum Usage Commit Shortfall Charges will be assessed and billed in arrears, beginning with the second (2nd) invoice. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction and may be back billed in a subsequent month to the extent allowed by applicable law. Any charges not included in your rate plan and any additional usage charges may be billed in a later billing period. We may initiate mid-cycle billing of additional amounts due that exceed \$75.00.

Janus Remote Communications will invoice Customer for the billing cycle specified for the Services selected by Customer. Janus Remote Communications will invoice Customer via email, regular mail or another reasonably acceptable method to the Billing Address set forth on the Service Order Form. Customer represents that the address provided to Janus Remote Communications for billing purposes is either Customer's business street address or the post office box to which Customer receives all of its bills. Unless otherwise permitted in the section below (titled "Billing Disputes") Customer shall pay each invoice in full upon receipt in immediately available U.S. Dollars (Canadian Dollars for Canada Customers). No payment due for the Services is otherwise subject to reduction, set-off or adjustment of any nature by Customer. If payment is not received by the payment due date, Customer will be charged a late payment charge of one and one-half percent (1.5%) plus \$1.50 per month (two percent (2%) per month for Canada customers), or the highest rate allowed by law, calculated from the billing date on all unpaid sums due and owing to Janus Remote Communications. Payments made via credit card are subject to the "Credit Card" terms below (in the section titled "Credit Card Payments"). Customer agrees to pay any Service fees and charges (and any applicable taxes and governmental surcharges) incurred from the use of the Services (including usage charges) **even if these result from the fraudulent, unauthorized, illegal or improper use of the Services by third-parties, including Customer's employees.** Customer agrees to pay any claims, costs, damages, liabilities and expenses incurred by Janus Remote Communications as a result of Customer's failure to establish and maintain adequate security measures to protect against the fraudulent, unauthorized, illegal or improper use of the Janus Remote Communications Services.

#### Billing Agent

If we choose to use a payment agent instead of rendering a bill directly to Customer, then all charges due by Customer are payable to any agency duly authorized to receive such payments. The billing agent may be a local exchange telephone company, credit card company or other billing service.

## **31. Invoicing and Payment continued....**

### **Billing Disputes**

Customer shall have the affirmative obligation of providing written notice of any good faith dispute within thirty (30) days of the invoice date (which notice shall include sufficient detail for Janus Remote Communications to investigate the dispute). Customer may withhold payment only on amounts so disputed in good faith within such period and may not withhold payment of amounts disputed thereafter. If Customer does not report a dispute with respect to an invoice within such thirty (30) day period, Customer is deemed to have waived its dispute rights for that invoice and to have agreed to pay that invoice in full. If Customer has provided sufficient detail for investigation of a timely good faith dispute, Janus Remote Communications will use reasonable good faith efforts to resolve and communicate its resolution of the dispute within thirty (30) days of its receipt of the dispute notice. If the dispute is resolved in Janus Remote Communication's favor, any amounts to be paid by Customer are subject to the late payment charges retroactive to the due date of the disputed invoice. Notwithstanding the foregoing, Customer shall not withhold any disputed amounts while its Janus Remote Communications account is delinquent, and claims of fraudulent usage shall not constitute a valid basis for a dispute. If a dispute is resolved in Customer's favor, Janus Remote Communications will apply a credit for the amount determined by Janus Remote Communications on Customer's future invoices. Customer's sole remedy for any disputed invoice shall be as provided in this Section, and Customer shall not be eligible to receive the cash value of any dispute resolved in Customer's favor. Customer must be current on all payments (i.e., no balance older than thirty (30) days) in order to receive any credits.

### **Credit Card Payments**

Customer may be asked to provide Janus Remote Communications with a valid email address and a credit card number from a card issuer that we accept in order to activate Customer's Services as well as other information to enable us to bill Customer's credit card account. Customer authorizes the issuer of the credit card to pay any amounts incurred by Customer as described in these Terms without requiring a signed receipt, and Customer agrees that these Terms are to be accepted as authorization to the issuer of the credit card to pay all such amounts. Customer authorizes Janus Remote Communications and/or any other company who bills products or services, or acts as billing agent for Janus Remote Communications to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to Customer's credit card until such amounts are paid in full. In addition, Customer hereby authorizes Janus Remote Communications to charge and/or place a hold on Customer's credit card with respect to any unpaid charges related to the Services. Customer agrees to provide Janus Remote Communications with updated credit card information upon Janus Remote Communication's request. If, at any time the information Customer previously provided is no longer valid, Customer is solely responsible for maintaining and updating the credit card information we have for Customer on file. Customer will remain responsible for all Janus Remote Communications charges, fees, taxes and surcharges even if these cannot be paid through Customer's authorized credit card account for any reason. Customer acknowledges and agrees that Janus Remote Communications will have no liability for any non-sufficient funds or other charges incurred by Customer as a result of such attempts to charge, and/or place holds, on Customer's credit card. If Customer mistakenly provides a different credit card number, instead of the number Customer intended to provide, Customer authorizes all charges described herein to be applied to the credit card number Customer has provided to us. In the event Customer is enrolled, or later enrolls, in an automatic payment or electronic funds transfer plan, Customer agrees that all sums described herein may be charged, at Janus Remote Communication's option, to the account number provided for such automatic payment or electronic funds transfer plan. Janus Remote Communications reserves the right to charge credit card handling fees of up to four percent (4%) of the bill or any higher industry standard rate as may become applicable. All charges owed at the time of cancellation or termination will be immediately payable. We will immediately charge the credit card you have provided to us for payment, or initiate an electronic funds transfer if that is your payment method, for all amounts due at that time. We will pursue collection for unpaid amounts and may report these unpaid charges to credit bureaus.

## 31. Invoicing and Payment continued....

### **Automatic Prepayments**

By registering for automatic prepayment Customer agrees to have an amount Customer selects deducted from Customer's credit card account and added to Customer's Janus Remote Communications Account. All Janus Remote Communications charges, rates and fees, plus applicable taxes and governmental surcharges applicable to Customer's Services will automatically be deducted from Customer's prepaid account balance. There are no refunds for any unused services and automatic prepayments are non-refundable. Customer must call us at least ninety (90) days prior to the end of Customer's account billing cycle to stop further prepaid charges to Customer's credit card account.

If any charges, fees, taxes or any other assessments cannot be deducted in real time from your account balance (for example, due to system errors, insufficient account balance or other factors), they will be deducted as soon as the cause of the delay is cured.

### **No Credit for Non-Usage or Misdialing**

Neither non-usage of the Services nor misdialing while using the services entitles Customer to a credit for, or refund of, any portion of a payment made to us.

### **Promotions**

Any and all benefits provided you under a promotion are provided to you so long as you continue to meet qualification requirements. Any promotional benefits may be modified or terminated at any time as set forth in these Terms or if you change your Services after installation. Standard monthly rates will be charged at the conclusion of the promotional benefits period or when you no longer qualify for the benefits.

## Acceptable Use

## 32. Compliance with Laws and Acceptable Use; Usage Limitations

- (a) In addition to compliance with Janus Remote Communication's current Acceptable Use Policy found at [www.janus-rc.com](http://www.janus-rc.com), Customers shall comply with all federal, state and local laws and regulations applicable to its business operations and use of the Services, including, without limitation, laws and regulations relating to data protection, privacy, do-not-call restrictions, CAN-SPAM, unsolicited faxes and anti-pornography laws. Customer agrees to abide by the Janus Remote Communication's acceptable use of services as provided herein as well as the acceptable use policies of underlying providers, as applicable.
- (b) Further, Customer agrees that Customer will NOT use Customer's Janus Remote Communications Commercial Service:
- (1) To engage in monitoring services, data transmissions, transmission of recorded material, auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for other connections that do not consist of uninterrupted live dialog between two individuals or for uses that result in excessive usage patterns inconsistent with normal commercial use.
  - (2) As an announcement service, particularly with regard to Janus Remote Communications messaging, which is provided as an integral component of Janus Remote Communication's Service and is designed as a voicemail, not an announcement, service. Customer agrees that Customer will not use our voice and messaging services to send messages that (i) contain advertising or a commercial solicitation, (ii) are bulk messages (iii) are automatically generated; (iv) interfere with another customer's use or enjoyment of Janus Remote Communication's Services; (v) generate significant or serious customer complaints, or (vi) falsify or mask the sender/originator of the message. Use of Janus Remote Communications messaging Services as an announcement service and/or other improper or excessive use may impair Janus Remote Communication's ability to provide reasonable service to other customers.
- (c) For conduct that Janus Remote Communications believes (i) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (ii) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (iii) is a violation of these Terms.

## **32. Compliance with Laws and Acceptable Use; Usage Limitations continued...**

**(d) For usage that exceeds maximum usage levels, customers will be charged at 10 cents per minute.**

**(e) To connect Customer's Janus Remote Communications Service to a device which converts use of the Service to an outbound trunk line for use by more than one individual or entity.**

If Janus Remote Communications determines, in its sole discretion, that Customer is reselling or transferring the Janus Remote Communications Service or that Customer is using the Janus Remote Communications Service in violation of the above Terms, or otherwise determines that Customer's usage is excessive or unreasonable, Janus Remote Communications reserves the right, without advance notice, to immediately terminate, suspend or modify the Services, or to change Customer's calling plan to a different offer on a prospective basis, including to one with no unlimited usage components or to one with higher rates, and in addition, to assess additional charges for each month in which excessive usage occurred. If Customer subscribes to a calling plan which includes unlimited calling of any type, UNLIMITED DOES NOT MEAN AND DOES NOT PERMIT EXCESSIVE OR UNREASONABLE USE. Janus Remote Communications reserves the right to cancel Customer's Janus Remote Communications Service at any time, with or without notice, if, as determined solely by Janus Remote Communications, based on its network/service design and usage experience, Customer's messaging service is (a) consistently generating excessive usage, or (b) affecting Janus Remote Communications's ability to provide reasonable service to other customers. Janus Remote Communications may refer any illegal, fraudulent or harassing use to law enforcement authorities without notice to Customer.

## **911**

### **33. Emergency 911 and E-911 (Traditional Voice Service)**

#### **Registered Location**

Customer shall be required to provide Janus Remote Communications with the true, accurate and complete physical street address for all equipment and devices associated with such Calling Party Number ("Registered Location"). Customer further agrees that all equipment and devices associated with such Calling Party Number and its domain shall not be moved to another location without first providing Janus Remote Communications with written notification of such move and the new physical address on a change of address form designated by Janus Remote Communications. Customer understands that the address registered with Janus Remote Communications as being associated with a device and area code and number for the out-pulsed Calling Party Number will be the address provided when Emergency 911 service is accessed from such device and/or area code and number.

#### **Other Limitations**

There are certain circumstances in which Emergency 911 service will not function properly or be available, including without limitation (a) any loss of power to the system, equipment or a particular telephone device, (b) the telephone device to which a particular number has been assigned is moved to another location or area where it was originally installed and registered, and (c) there is an outage, degradation or other disruption to Customer's broadband connection. Janus Remote Communications has made available to Customer stickers that may be placed on telephone equipment alerting users of the above limitations, and Janus Remote Communications recommends Customer places them on each device that may be used to make calls. Also, any Service that does not include local service will not include Emergency 911 service.

# Privacy

## 34. Privacy and CPNI

Janus Remote Communication's Privacy Policy may be found at [www.janus-rc.com](http://www.janus-rc.com).

## 35. Confidentiality

(a) Janus Remote Communications and Customer each agree that all non-public information furnished by Janus Remote Communications or Customer in connection with the Services:

- (1) that is designated or labeled as "confidential" or
- (2) that relates to the disclosing party's financial, business operations, trade secrets, customers, prices and customer lists, is confidential and proprietary information or trade secrets (collectively, "Proprietary Information") of the disclosing Party and will remain the sole and exclusive property of the disclosing Party.

(b) Except as provided for these Terms, Janus Remote Communications and Customer shall each:

- (1) Make reasonable efforts to protect the Proprietary Information from disclosure to anyone other than its employees and agents who have a need to know it in connection with the performance of the such Party's obligations under these Terms;
- (2) Advise those to whom disclosure of the Proprietary Information is made of the confidential nature of the Proprietary Information and of these prohibitions;
- (3) Not duplicate such Proprietary Information, except as reasonably necessary to perform the Party's duties under these Terms;
- (4) Not remove or destroy any proprietary or copyright notice appearing on the Proprietary Information; and
- (5) Return all Proprietary Information (including all copies thereof in any media) to the disclosing Party at the disclosing Party's request and in any event on the termination or expiration of the Service.

(c) If the receiving Party is requested or legally compelled by a governmental agency or court order or as otherwise required by law, or in any legal or arbitration proceeding; to disclose any of the Proprietary Information of the disclosing Party, the receiving Party agrees that it will provide the disclosing Party with prompt written notice of these requests (if permitted by law) so that the disclosing Party has the opportunity to pursue its legal and equitable remedies regarding potential disclosure.

## 36. No Publicity

Customer agrees not to issue any publicity materials, press releases or other public statements that refer to or describe any aspect of the Services without the prior written approval of Janus Remote Communications.

*Full information on Janus Business Terms and Conditions (as well as company policies) can be found at [www.janus-rc.com](http://www.janus-rc.com). Please read all Janus terms and conditions, as well as policies, before signing forms.*