**EECC General Terms and Conditions**

These General Terms and Conditions (“Agreement”) apply to Services (capitalized terms have meanings ascribed to that term in these General Terms and Conditions) provided by Onvoy Communications Limited(together with its affiliates providing the Services defined below, “Provider”), a Private Company Limited by Shares formed under the laws of Ireland, to its enterprise customers (“Customer”), provided such Services are sold in jurisdictions governed by the Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2011 establishing the European Electronic Communications Code (the “EECC”). Provider (or one of Provider’s affiliates) and Customer may be parties to a Master Services Agreement (“MSA”). If so, these General Terms and Conditions, together with the MSA, comprise the “Agreement”. For purposes of the Agreement, Provider and Customer are referred to individually as “Party” and collectively as the “Parties”. Customer is responsible for the usage of its affiliates.

# 1. SERVICES

1.1 Pursuant to the terms of the Agreement, Provider will provide and Customer will receive those services (“Services”) set forth in and pursuant to any service schedule, exhibit or addendum (each, a “Service Schedule”) executed by the Parties or subsequently added to the Agreement and incorporated therein. The Service(s) provided may be used only as expressly authorized under the applicable Service Schedule(s) by Customer, or any affiliate of Customer or any customer of Customer. The Parties agree that in the event of any conflict or inconsistency, the terms and conditions set forth in the Service Schedule(s) will prevail over the terms and conditions of the Agreement. In the event of a conflict between the MSA and these General Terms and Conditions, these General Terms and conditions will prevail.

# 2. TERM

The term of the Agreement will commence on the date of the MSA, or the first date Provider provides Services to Customer, whichever occurs first (“Effective Date”) and remain in full force and effect for the longer of (i) three years or (ii) the date of expiration of the last surviving Service Schedule(s) entered into pursuant to the Agreement (“Initial Term”). Each Service Schedule(s) will remain in effect for the term set forth in the Service Schedule(s), unless earlier terminated as allowed in the Agreement or the applicable Service Schedule(s). Upon expiration of the Initial Term, the Service Schedule(s) will automatically continue on a month-to-month basis under the terms and conditions (including rates) then in effect, during which time either Party may terminate the Service Schedule(s) upon thirty (30) calendar days’ prior written notice to the other Party. Provider may also change the rates on 30 days’ notice during any month-to-month term.

# 3. TERMINATION/ DEFAULT

3.1 Provider may, without notice, discontinue Services, cancel an application for Services or terminate the Agreement or any Service Schedule without any liability for any of the following reasons: (a) Customer fails to pay any amount by the Due Date (defined below) and does not correct such failure within five days of receiving written notice; (b) Customer fails to comply with any other material term or condition of the Agreement that is not corrected within 30 days of receiving written notice; (c) a violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over the Services; (d) prohibition against Provider furnishing the Services by any competent court or government authority; (e) for usage by Customer beyond the credit limit set by Provider, if any, and Customer fails to provide within two days of receipt of written notice a security deposit in an amount requested by Provider in its sole discretion; (f) Customer provides false or misleading credit information; or (g) Customer uses any Service(s) in such a manner as to interfere unreasonably with the use of Service(s) by other Provider customers or authorized users.

3.2 Upon termination of the Agreement, all documentation, software, data and other materials of any kind belonging to Provider in the Customer’s possession and any copies thereof will be returned to Provider or destroyed and certificated as such by an officer of the Customer.

# 4. RESPONSIBILITIES OF PARTIES

4.1 Provider will provide, maintain and support the Service(s) at the price and terms set forth in the Service Schedule(s) related thereto. Customer will (i) pay all charges for the Service(s) set forth in the individual Service Schedule(s); (ii) provide documentation and information reasonably requested by Provider necessary for the provision or use of the Service(s); (iii) provide reasonable cooperation to Provider regarding the installation of any components as may be required for Provider to interface to Customer's (or its third party customers’) facilities, and any related modification to Customer's (or its third party customers’) facilities or operations; (iv) obtain from any third party any authorizations, access to premises and other cooperation reasonably required by Provider for the provision of the Service(s); and (v) report malfunctions of the Service(s) to Provider as soon as reasonably practicable.

4.2 Interconnection points for the Services are currently available using TDM Trunking, IP Trunking (Dedicated Ethernet Connection via SIP interface), or Virtual IP Trunking (public Internet access). Customer is responsible for obtaining and paying for the transport facility to interconnect with Provider (e.g., from Customer’s switch to Provider’s switch or the Provider designated Point of Interconnect). Provider has no responsibility for any service problems related to the Customer provided transport facility.

# 5. CHARGES FOR SERVICES

5.1 Customer will make all payments due to Provider within thirty calendar days of the date of Provider’s invoice (the “Due Date”). If Provider incurs any expenses in collecting payments due under the Agreement, including but not limited to reasonable attorney’s fee or fees associated with a collection agency, Customer acknowledges and agrees that Customer is responsible for payment of such expenses. Fraud does not excuse Customer’s payment obligations.

5.2 From time to time, Provider may establish a monthly credit limit. Provider, at its election, will not provide Services in excess of the monthly credit limit.

5.3 If any undisputed amount due under the Agreement is not received by the applicable Due Date, in addition to its other remedies available hereunder, Provider may in its sole discretion (i) impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible (such late charge will be payable upon demand by Provider); and/or (ii) require the delivery of a security deposit, as a condition of the continued availability of the Services. Customer authorizes Provider to make any investigations of credit worthiness of Customer that Provider deems necessary. Provider may require a security deposit prior to commencing the provision of any Services. Provider may apply the security deposit against any outstanding amounts and require that Customer replenish the security deposit if so applied. The charges set forth herein do not include any surcharges, fees, taxes or governmental charges and Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provided to Provider. Customer acknowledges and agrees that the treatment of some Services may change, and as a result, additional amounts, such as universal service fund charges, that may not apply on the Effective Date may subsequently apply.

5.4 If Customer wishes to dispute any charges due under the Agreement, Customer must do the following: (i) all disputes must be in writing and specifically identify the invoice and the amounts disputed; (ii) such written notice must be received by Provider no later than 120 days after the applicable Due Date for the invoice that includes the disputed charges otherwise such invoice shall be deemed to be correct and binding upon Customer; and (iii) Customer may not withhold any amounts in dispute. Any amounts unpaid by Customer, including disputed amounts, are subject to any other remedies available to Provider.

# 6. INTELLECTUAL PROPERTY

All right and title to, and interest in, any intellectual property, including all modifications, enhancements, improvements, alterations or updates, utilized by Provider or licensed to Customer by Provider to provide the Service(s) pursuant to the Agreement, belong to Provider or the third party from whom Provider procures such intellectual property. Unless specifically stated in the Agreement or related Service Schedule(s), no licenses, expressed or implied, under any patents, copyrights, trademarks, or other tangible or intellectual property rights are granted by Provider to Customer under the Agreement.

# 7. COMPLIANCE

Customer acknowledges and agrees that the services offered by Provider are subject to: (i) compliance with all applicable laws and regulations; (ii) Provider’s filed and effective tariffs (“Tariff”), the general terms of which will also apply to all services provided under the Agreement; and (iii) any regulatory authorizations.

# 8. EARLY TERMINATION

1. If Customer terminates the Agreement (or any Service Schedule) for its convenience (other than for Cause as fully described in Section 8(b)) or if Provider terminates the Agreement (or any Service Schedule) pursuant to Section 3.1(a), the Parties acknowledge that Provider’s damages will be difficult to ascertain. Therefore, Customer agrees that as liquidated damages, and not as a penalty, the measure of Provider’s damages will be an amount equal to the average of all monthly amounts paid under the Service Schedule(s) being terminated in the six months (or the average of all monthly periods the Service Schedule has been in effect if less than six-months) before the termination became effective multiplied by the number of months remaining in the term of the applicable Service Schedule(s). Customer will promptly pay Provider after receiving an invoice identifying the applicable amount.
2. “Cause” shall mean termination by Customer of the Agreement (i) upon expiration of the Initial Term in accordance with Section 2 or (ii) upon notice of changes in the conditions stipulated in the Agreement, in the Service Schedules or herein, unless the proposed changes are exclusively to the benefit of the Customer, are of a purely administrative nature and have no negative effect on the Customer, or are directly imposed by EU or national law or (iii) in case of significant continued or frequently recurring discrepancy between the actual performance of the Service and the performance indicated in the Agreement or the Service Schedules. If Customer terminates the Agreement for Cause, the early termination liability in Section 8(a) shall not apply to any Services provided in jurisdictions governed by the EECC.

# 9. DISCLAIMER OF LIABILITY; LIMIT ON LIABILITY

9.1 EXCLUDING PAYMENT AND INDEMNITY OBLIGATIONS, NEITHER PARTY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING ANY CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THE AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 IF PROVIDER IS EVER HELD LIABLE IN RELATION TO THE AGREEMENT AND WHETHER THE CLAIM IS UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, PROVIDER’S LIABILITY UNDER THE AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES AND WILL NOT EXCEED THE GREATER OF (i) THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER IN THE THREE MONTHS PRIOR TO THE EVENT OR EVENTS IN QUESTION; OR (ii) $50,000.

# 10. DISCLAIMER OF WARRANTIES

10.1 Each Party warrants that it complies with all applicable laws, rules and regulations applicable to it in connection with the Agreement.

10.2 EXCEPT FOR THE FOREGOING, PROVIDER MAKES NO WARRANTY TO CUSTOMER, OR ITS CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION AND ANYTHING PROVIDED OR USED HEREUNDER, AS A RESULT OF THE AGREEMENT.

# 11. CONFIDENTIALITY

11.1 Except as provided below, the Parties agree that they will not, directly or indirectly, disclose any information concerning the other’s business methods, customers or finances, or any other information which is disclosed to it by the other Party in connection with the Agreement, whether or not in writing and whether or not designated as confidential, without the prior written permission of the disclosing Party (“Confidential Information”). The terms and conditions of the Agreement are deemed to constitute nonpublic Confidential Information subject to the terms of this Section. Provider will only use personal information disclosed to it hereunder in order to provide the Services. Each Party acknowledges that any breach of its obligations under this Section will cause irreparable harm to the other for which its remedies at law will be inadequate and that, in the event of any such breach, the offended Party will be entitled to injunctive or comparable equitable relief (including without limitation, injunctive relief and specific performance) in addition to other remedies provided hereunder or otherwise available.

11.2 The receiving Party will only disclose Confidential Information received from the other Party to its employees and contractors who have a need to know and who are bound by confidentiality obligations at least as strict as those contained in this Section.

11.3 The obligations of the Parties under this Section 11 do not apply to any information that (i) as shown by reasonably documented proof, was in the other's lawful possession without restriction on use or disclosure prior to receipt thereof from the disclosing Party; or (ii) as shown by reasonably documented proof, was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party and without breach of the Agreement; or (iii) now is or later becomes part of the public domain through no breach of a confidential obligation by the receiving Party; or (iv) was developed by the receiving Party independently from and without the developing person(s) having access to any of the information received from the other Party.

11.4 The receiving Party may disclose Confidential Information pursuant to a lawful requirement or request from a court or governmental agency (including by way of stock market rule or regulation); provided that prior to making any disclosure, the receiving Party will (a) give the disclosing Party written notice, to the extent commercially practicable and not otherwise prohibited by law, sufficient to allow the disclosing Party to seek a protective order or other appropriate remedy and (b) disclose only that portion of the Confidential Information it is required to disclose, in the opinion of its counsel, to comply with such legal requirement, and will use commercially reasonable efforts to obtain confidential treatment for any of the Confidential Information so disclosed.

11.5 In addition:

(i) neither Party will announce the execution of the Agreement without the consent of the other Party to the Agreement;

(ii) neither Party will include the other Party’s name in any advertising, sales promotion, or other publicity materials without prior written approval; except that

(iii) Provider may include and publish Customer’s name on Provider’s customer list without Customer’s prior written approval.

# 12. INDEMNIFICATION

Customer agrees to defend, at its own expense, and indemnify and hold harmless Provider and its subcontractors (collectively the “Provider Indemnitees”), from and against any third party claims, suits, damages and expenses asserted against or incurred by any of the Provider Indemnitees arising out of or relating to: (i) Customer’s use of any Services or related products, data and documentation provided to Customer hereunder, including where the same results in a violation of any law or regulation (e.g., the Telephone Consumer Protection Act); and (ii) Customer’s connection of any Provider product or service to any third party service or network, including without limitation, damages resulting from unauthorized use of, or access to, Provider’s network and (iii) Customer’s Equipment (as defined below) or Tools and Applications (as defined below). Notwithstanding any other provision of the Agreement, Customer will pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys’ fees and costs (including allocable costs of in-house counsel) incurred by Provider Indemnitees as set forth in this Section, including, without limitation, reasonable attorneys’ fees and costs (including allocable costs of in-house counsel) incurred in successfully enforcing the terms of the Agreement.

**13. ON-LINE ACCESS AND APPLICATION TOOLS**

13.1 Customer has the sole and exclusive responsibility for the installation, configuration, security (including firewall security), and integrity of all Customer facilities, systems, equipment, proxy servers, software, networks, network configurations and the like (the “Customer Equipment”) used in conjunction with or related to the Service(s) provided by Provider, including, without limitation, Customer’s connectivity to any third party.

13.2 If Provider grants Customer access, either by online access, by API or access by any other means, to a service ordering/management system and/or any other tools and applications or computer software in connection with the Service(s) or the use of any Service(s) (collectively, the “Tools and Applications”), the following apply:

(i) Subject to Customer’s compliance with the Agreement, Provider grants Customer a non-exclusive, non-transferable license to use such Tools and Applications solely in connection with Customer’s use of the Service(s) during the term. Customer will not, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Tools and Applications; (B) modify, translate or create derivative works based on the Tools and Applications; (C) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Tools and Applications or make the Tools and Applications available to any third party; (D) use the Tools and Applications for timesharing or service bureau purposes or otherwise for the benefit of a third party; (E) remove any proprietary notices or labels on any Tools and Applications; or (F) copy, reproduce, post or transmit any Tools and Applications in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or other means.

(ii) The Tools and Applications are Provider’s (or its licensor’s intellectual property). Nothing in the Agreement gives Customer any right or license to any Provider intellectual property.

(iii) Customer is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through or with such Tools and Applications. Customer is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Tools and Applications, and to only allow authorized use of the Tools and Applications to persons that Customer designates. Customer retains full and sole responsibility for all charges for the Service(s) even if incurred in connection with fraud or unauthorized access.

# 14. ASSIGNMENT

Neither the Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred, in whole or part, by either Party without the prior express written consent of the other Party, except that either Party may assign the Agreement without consent to any affiliate or to any party acquiring substantially all of the assets to which the Agreement relates. Notwithstanding the foregoing, Customer’s attempted assignment to an affiliate or a purchaser will be void if such party is not creditworthy.

# 15. NOTICE

All notices required under the Agreement will be given in writing and either (i) hand delivered, (ii) sent by email, or (iii) delivered by a nationally recognized next business day courier, postage paid, in all cases to the addresses provided by Customer. If Customer’s address is a post-office box, Provider may send any written notice by U.S. mail. Notices will be deemed received on the date of delivery or when delivery is refused; provided, however, that if notice is sent by email and received after 5:00 p.m. in the time zone of the recipient or on a non-business day, the notice will be deemed received on the next business day. A Party may change its notice address using the notice procedures described in this Section.

**16.** **FORCE MAJEURE**

Other than payment, neither Party shall be liable under the Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, to the extent that the same is caused by any cause beyond that Party’s reasonable control (a “force majeure event”). The Party experiencing the force majeure event shall use reasonable efforts under the circumstances to avoid, limit and remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. Notwithstanding the foregoing, if a force majeure event results in an interruption of the Services for more than 30 consecutive days, the requesting Party may immediately thereafter terminate the affected Services by notice to the other Party and without liability for any early termination fee or charge, so long as such termination occurs prior to the cessation of the force majeure event.

# 17. MISCELLANEOUS

17.1. Independent Contractors: The Parties are separate and independent legal entities, and independent contractors as to each other and under the Agreement.

17.2 Severability: If any provision of the Agreement is invalid or unenforceable under applicable law, that provision will be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of the Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable.

17.3 Applicability of Tariffs and AUP: Except as may be set forth herein, nothing modifies any Provider tariff in any manner, which tariffs are incorporated herein to the extent required by law. Any AUP (Acceptable use Policy) that may be posted to Provider’s website applies to the Services.

17.4 No Waiver: The failure of either Party to give notice of default or to enforce or insist upon compliance with any term or condition of the Agreement does not constitute a waiver of the default of any term or condition of the Agreement.

17.5 Survival: The Parties agree that those provisions of the Agreement that should survive its termination or expiration in order to effectuate the intentions of the Parties do extend beyond its expiration or termination.

17.6 Choice of Law: The Parties agree that the Agreement will be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to choice of law principles. Exclusive venue for any and all actions arising out of or related to the Agreement will be in the federal or state courts located in Cook County, Illinois.

17.7 Changes: No changes or modifications to these terms and conditions will be effective unless in writing signed by the Party against which enforcement is sought.

17.8 Disclosure of Customer Proprietary Network Information (“CPNI”) and Other Information:  The Parties acknowledge and agree that as between Provider and Customer, Provider will not have information related to the identity of the end users using any telephone numbers (“TNs”) assigned to Customer under the Agreement. If Provider receives complaints or information requests from governmental agencies or third parties regarding TNs assigned to Customer or Customer’s use of the Services, Customer acknowledges and agrees that Provider can reveal Customer’s CPNI and other information so as to allow the complaining party to directly contact Customer to resolve any such matters.

17.9 Change in Law: If any federal, state or local statute, rule, order, regulation or order by a court of law or regulatory authority, ILEC tariff change, or anything similar to the foregoing effects a change (a “Change in Law”) which has a material adverse impact upon either Party under the Agreement, then the Parties will use reasonable efforts to revise the Agreement so that such Party is no longer impacted in a material adverse fashion and preserves, to the maximum extent possible, the respective positions of the Parties. If the Parties are unable to agree upon revisions to the Agreement in accordance with the above, then the Party impacted in a material adverse manner shall have the right, at its sole discretion, to cease performance of the obligation(s) that is materially and adversely affected upon prior written notice.

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