

Sparkplug IP LLC - Terms and Conditions

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Section 1 – Introduction

These Terms and Conditions ("Agreement") constitute a legal agreement between the Customer ("Customer", "you", or "your") and **Sparkplug IP LLC**, a VoIP telecommunications provider, with respect to the use of Sparkplug IP LLC's products and services, including but not limited to SIP trunking, Hosted PBX, Dedicated Internet Access (DIA), LTE Failover, and all related hardware and software components (collectively, the "Service(s)").

By signing a Service Order Form or otherwise activating or using the Service(s), the Customer agrees to be bound by this Agreement and all referenced or incorporated documents, including the Acceptable Use Policy (AUP), Service Level Agreements (SLAs), and pricing schedules.

This Agreement supersedes all prior agreements, representations, or understandings between the parties with respect to the Service(s). Any handwritten or conflicting terms not expressly approved by Sparkplug IP LLC are void. Sparkplug IP LLC may update or modify these Terms and Conditions at any time. Any such changes shall become effective upon posting to the Sparkplug IP LLC website unless otherwise noted.

Customer acknowledges that this Agreement governs all Service(s) provided to the Customer by Sparkplug IP LLC, whether now existing or hereafter ordered, and agrees to comply with all terms as updated from time to time. Continued use of the Service(s) constitutes acceptance of such changes.

Section 2 – Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below. Any term not defined herein shall be interpreted according to its commonly understood meaning in the telecommunications and VoIP industries:

- **Agreement:** These Terms and Conditions, including all referenced or incorporated attachments, addendums, policies, Service Orders, and SLAs.
- **Customer:** The individual or legal entity that enters into this Agreement with Sparkplug IP LLC by signing a Service Order Form or using the Service(s).
- **Service(s):** Any and all telecommunications products and services provided by Sparkplug IP LLC including, but not limited to, SIP Trunking, Hosted IP-PBX, Dedicated Internet Access (DIA), LTE Failover, VoIP services, and related CPE (Customer Premises Equipment).
- **Service Order Form (SOF):** A written or electronically submitted document executed by Customer and accepted by Sparkplug IP LLC which specifies the services to be provided and the applicable rates, terms, and service locations.
- **CPE:** Customer Premises Equipment. Hardware or software provided by Sparkplug IP LLC or purchased/rented by Customer that resides at the Customer's location and is used to access or deliver the Services.
- **Effective Date:** The date on which the Agreement is executed by both Parties or the date upon which the Customer begins using the Service(s), whichever comes first.

- **MRC:** Monthly Recurring Charges. Charges billed monthly for ongoing service(s), as specified in the Service Order Form.
- **NRC:** Non-Recurring Charges. One-time setup fees, installation costs, restocking fees, or other charges that do not recur monthly.
- **SLA:** Service Level Agreement. A Sparkplug IP LLC document outlining specific performance standards for certain services.
- **FOC:** Firm Order Commitment. The confirmed date on which a port of a telephone number or provisioning of a service is scheduled to be completed.
- **LOA:** Letter of Authorization. A document signed by the Customer authorizing Sparkplug IP LLC to port telephone numbers from another service provider.
- **ANI:** Automatic Number Identification. The telephone number of the calling party used to determine jurisdiction, origin, and billing.
- **Porting:** The process of transferring a phone number from one telecommunications provider to another.
- **Toll-Free Service:** A service that allows inbound calls to a telephone number without charge to the calling party, where the Customer pays for the inbound call.

Section 3 – Scope of Services

3.1 Service Description

Sparkplug IP LLC agrees to provide Customer with telecommunications services as detailed in the applicable Service Order Form(s) executed between the Parties. These services may include but are not limited to: SIP Trunking, Premise Base PBX, Hosted IP-PBX, VoIP calling, LTE Failover Internet, Dedicated Internet Access (DIA), number porting, and related support and maintenance services.

3.2 Customization and Modifications

All services are provided subject to availability and may be customized only as mutually agreed in writing by both Parties. Sparkplug IP LLC reserves the right to modify or discontinue any service with reasonable notice to the Customer, unless otherwise stated in a specific Service Order or governed by regulatory conditions.

3.3 CPE and Software Licenses

If services require the use of hardware or software (including CPE), such hardware may be rented or purchased by the Customer. CPE is subject to manufacturer warranties and software license agreements. Sparkplug IP LLC provides no warranty for third-party hardware or software and accepts no liability for their performance or maintenance unless otherwise stated in writing.

3.4 Network Access

The Customer is responsible for providing access to their premises, facilities, wiring, and network infrastructure as necessary to install and deliver the services. Sparkplug IP LLC reserves the right to conduct a Network Assessment prior to service activation to ensure technical compatibility.

3.5 Porting and Numbering

Sparkplug IP LLC will make commercially reasonable efforts to port in or assign requested telephone numbers, subject to availability, regulatory approval, and the accuracy of Customer-submitted information. Sparkplug IP LLC does not guarantee that specific numbers will be available or transferable. Porting is subject to FCC regulations, the completion of an LOA, and payment of applicable charges.

3.6 Service Limitations

Services are provided on a best-effort basis and may be subject to limitations such as network congestion, availability of underlying infrastructure, and third-party interconnection. Emergency services (e.g., 911) are provided only where technically and contractually supported and are subject to limitations based on IP routing and geographic assignment of numbers.

3.7 Bundled Services

Where the Customer orders bundled voice and internet services, Sparkplug IP LLC will coordinate delivery to align installation and activation. However, due to underlying provider timelines, internet service may become active before VoIP services, and billing may begin accordingly.

3.8 PBX Services

Sparkplug IP LLC can provide Hosted PBX services via cloud infrastructure and manage customer-owned on-premises phone systems. Management services include remote diagnostics, firmware updates, maintenance, and user support. Customer Premise Equipment (CPE) can be provided, installed, or serviced as part of system management.

Section 4 – Service Agreement Term and Renewal

4.1 Initial Term

The initial term of this Agreement shall begin on the Effective Date stated in the executed Service Order Form(s) and shall remain in effect for a period of not less than one (1) year and up to three (8) years, as specifically stated in each such Service Order Form. Each Service Order Form shall set forth its own individual Service Term which shall be governed by the terms of this Agreement.

4.2 Automatic Renewal

Upon the expiration of the initial Service Term, the Agreement shall automatically renew for successive one (1) year periods, unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Such notice must be delivered via email [support@Sparkplug IP.com](mailto:support@SparkplugIP.com) or certified mail to the other Party's designated point of contact.

4.3 Post-Term Continuation of Services

Upon expiration or termination of this Agreement, any Services still in effect shall continue to be governed by the terms of this Agreement for the remainder of their respective Service Terms, unless separately renegotiated or discontinued in writing.

4.4 Sparkplug IP LLC Rights Upon Renewal

Sparkplug IP LLC reserves the right, in the event of automatic renewal, to:

- (i) Maintain the pricing, rates, and terms as stated in the original Service Order Form;
- (ii) Provide updated pricing and terms with thirty (30) days' written notice to the Customer prior to renewal;
- (iii) Terminate the Services in accordance with the Termination provisions in this Agreement if Customer objects to updated terms and pricing.

4.5 Service Revisions During Renewal

If Customer wishes to modify, reduce, or expand its Services upon renewal, such modifications shall be incorporated into a new or amended Service Order Form executed prior to the renewal date. Sparkplug IP LLC is not obligated to honor modification requests submitted after the renewal has occurred.

4.6 Termination Rights Preserved

Nothing in this Section shall limit the rights of either Party to terminate this Agreement for cause or under other conditions as described in the Termination provisions of this Agreement (Section 23 and Section 24).

Section 5 – Charges for Service

5.1 Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC)

All charges for Services, including monthly recurring charges ("MRC") and non-recurring charges ("NRC"), shall be set forth in the applicable Service Order Form(s). MRCs apply to ongoing Services, while NRCs apply to one-time installations, activations, or configuration work.

5.2 Taxes and Surcharges

All service charges are exclusive of federal, state, and local taxes, fees, surcharges, and assessments including, but not limited to, Universal Service Fund (USF) charges, regulatory fees, and 911 fees. Sparkplug IP LLC shall pass through such charges as required by law. Customer shall be solely responsible for payment of these charges unless Customer provides Sparkplug IP LLC with a valid and applicable tax-exempt certificate.

5.3 Security Deposits and Credit Policy

Sparkplug IP LLC reserves the right to require a security deposit if Customer's creditworthiness, as determined by Sparkplug IP LLC, is insufficient to support service provisioning. Sparkplug IP LLC may also request immediate payment via wire or certified funds and may block Customer's traffic if Customer exceeds the approved level of credit.

5.4 Pricing During Initial Term

Except as expressly provided in this Agreement or as required by regulatory changes, Sparkplug IP LLC shall not increase the MRC or NRC pricing during the initial term of the applicable Service Order Form. After the initial term, Sparkplug IP LLC reserves the right to adjust pricing upon at least thirty (30) days' written notice. Does not apply to Taxes and Fees.

5.5 Regulatory and Legal Changes

Sparkplug IP LLC may, without liability, pass through to Customer all or part of any surcharges, taxes, fees, or rate changes resulting from regulatory or legal activity. In the event such regulatory activity materially impairs the provision of Services, Sparkplug IP LLC may terminate the affected Services upon notice.

5.6 Billing Disputes

Customer must notify Sparkplug IP LLC in writing of any billing disputes within fifteen (15) days of the invoice date. Disputes must be submitted to support@Sparkplug IP.com with “Notice of Billing Dispute” in the subject line and include:

- Customer name and contact details
- Invoice date and amount in dispute
- Detailed explanation and any supporting documentation

Sparkplug IP LLC shall respond in writing within thirty (30) days. Valid disputes will be credited on the next invoice. If the charges are deemed valid, Customer must remit payment immediately. Unpaid disputed amounts are subject to late fees if not resolved.

5.7 Late Payments and Collection Costs

Payments not received within thirty (30) days of the invoice date shall accrue late fees at 10% per month or the maximum rate allowed by law. Customer shall be responsible for all reasonable collection costs, including attorney’s fees.

5.8 Corrected or Amended Invoices

Sparkplug IP LLC may issue corrected or amended invoices for up to twelve (12) months following the date Services were rendered. Customer agrees to pay any valid amended charges within standard payment terms.

Section 6 – Emergency Services Dialing

6.1 Availability of 911 Services

Customer will have access to either Basic 911 or Enhanced 911 (E911) as the default emergency calling service depending on geographic and technical constraints.

6.2 Enhanced 911 (E911) Service

When dialing 911 from a number registered with E911, the caller’s Sparkplug IP LLC telephone number and registered address are automatically sent to the appropriate local emergency center. Emergency personnel will receive the call-back number and address, even if the caller cannot communicate with them. In rare cases, such calls may be routed to a national emergency call center instead.

6.3 Basic 911 Service

With Basic 911, the emergency call is routed to the appropriate local emergency center.

However, the operator may not receive automatic access to the call-back number or registered address. The caller must be prepared to provide both. If the call is disconnected or the caller is unable to speak, help may not be dispatched to the correct location. Sparkplug IP LLC may upgrade Basic 911 to E911 as local capabilities improve, without advance notice.

6.4 National Emergency Call Center

If neither Basic 911 nor E911 is available, 911 calls will be routed to a national emergency call center. The trained operator will ask for the caller's location and transfer the call to the appropriate emergency center. This may also happen if the registered address cannot be validated or a technical failure prevents proper routing.

6.5 911 Charges and Fees

Customers who have not requested 911 or E911 service may be charged a \$75.00 one-time fee if they place an emergency call using Sparkplug IP LLC services.

Section 7 – Specific Charges for Sparkplug IP LLC SIP Trunk Service

7.1 LNP Charges

- Cancellation of a Local Number Portability (LNP) request more than 48 hours before the Firm Order Commitment (FOC) date incurs a \$25 per-telephone-number (TN) non-recurring charge.
- Cancellation within 48 hours of FOC incurs a \$75 per-TN charge.
- Requests to reinstate a newly ported number to the original carrier within 24 hours incur a \$350 per-TN charge.

7.2 Payphone Surcharges

Inbound calls to 800/Toll-Free numbers from payphones will incur a surcharge (typically \$0.60 per call) as determined by FCC compensation rules.

7.3 Call Duration Thresholds

If more than 5% of a Customer's completed calls in any billing cycle are six (6) seconds or shorter, Sparkplug IP LLC may apply a \$0.05 surcharge per short-duration call.

7.4 Local and Inbound Minute Thresholds

Each SIP trunk (with or without DID) is subject to a monthly usage cap for local outbound and inbound minutes. Usage above the soft cap may be billed at \$0.025 per domestic minute.

7.5 Long Distance Minimum Threshold

If average long-distance usage per SIP trunk (interstate/intrastate/international) does not reach 300 minutes/month, Sparkplug IP LLC may impose a soft threshold charge at a minimum of \$0.025 per minute.

7.6 Call Rating Methodology

- Local calls are determined by whether the call terminates within the local calling area of the originating ANI (must be Sparkplug IP LLC provided or ported DID).
- Calls outside of this area are rated as interstate, intrastate, or international based on ANI values in the SIP header.
- In cases of invalid or missing ANI, Sparkplug IP LLC may rate the call at the prevailing intrastate long-distance rate.

7.7 Local Call Rating Exclusion

Only calls using Sparkplug IP LLC provided or ported DIDs are eligible for local call rating. Other calls are rated as intrastate or interstate long distance.

7.8 International Rates

If not included in the rate schedule, international per-minute rates are available upon request and are subject to change without notice. High-cost routes may be blocked unless Customer requests access in writing.

7.9 Interstate and Intrastate LD Rates

- Interstate calls (including Alaska) are billed per Sparkplug IP LLC's quoted per-minute rate (Alaska may be up to \$1.30/min).
- Intrastate calls are billed on a per-LATA basis with rates updated every 3 days.

7.10 800 Services

- Domestic 800 inbound calls are billed at the quoted rate.
- Offshore 800 calls (from Alaska, Canada, CNMI, Guam, Hawaii, Puerto Rico, USVI) are billed separately and may be updated every 15 days.

7.11 Directory Assistance and Operator-Assisted Dialing

Use of services like 411 or operator-assisted calls may incur additional per-call or per-minute charges.

Section 8 – Usage Charges and Billing Terms

8.1 Bulk Forwarding to the PSTN

If Customer configures inbound calls to be forwarded to a number on the Public Switched Telephone Network (PSTN)—such as a landline or mobile number—then both the inbound leg to the original TN and the forwarded outbound leg are billable. The outbound forwarded leg will be rated as either interstate or intrastate based on caller ID or originating number details. Forwarding calls between Customer's Sparkplug IP LLC-provided TNs will be rated as local, interstate, or intrastate as applicable.

8.2 Billing and Payment

- Sparkplug IP LLC will bill for Services in accordance with the rates specified in the Service Order Form.

- Charges will include applicable federal, state, and local taxes and surcharges unless Customer has provided valid tax-exemption documentation.
- First and second month recurring charges will be billed upon Service Commencement.
- Partial month charges will be prorated.
- Usage charges are billed after usage occurs.
- Payment is due within fifteen (15) days from the invoice date unless otherwise specified.

8.3 Late Fees

Invoices unpaid after thirty (30) days from the due date will incur a **10% late fee on the outstanding balance**, compounded every thirty (30) calendar days. Sparkplug IP LLC may suspend or terminate Service if nonpayment persists, following written notice.

8.4 Collections

Customer is liable for all costs Sparkplug IP LLC incurs to collect past due amounts, including legal fees, collections agency charges, and court costs.

8.5 Retroactive Billing and Adjustments

Sparkplug IP LLC retains the right to retroactively bill or adjust any invoice for up to **twelve (12) months** from the original service date, regardless of previous invoice status. This includes corrections to under-billed or mis-rated usage.

8.6 Suspension and Resumption of Services

- Suspension due to nonpayment or breach does not relieve Customer of responsibility for past due balances.
- Restoration of Services may require Customer to pay in full, pass a new credit check, provide a deposit, or sign a new agreement.
- Reconnection and reinstatement fees apply.
- Required ACH or Credit Card with autopay.
- Refer to Section 18 Resumption of Service

8.7 Additional NRCs (if applicable)

- **Service Reinstatement Fee:** \$200 + any carrier fees
- **Missed Appointment Fee:** \$200
- **Returned Payment Fee:** \$40 or legal maximum
- **Relocation Fees:** \$75 (same rate center); \$275 (new rate center)
- **Upgrade/Downgrade Charges:** Based on the scope of service change

8.8 Customer Responsibility for Inside Wiring

Customer is responsible for any internal wiring, extensions, conduit, facilities, or power needed to support Sparkplug IP LLC Equipment and phones.

Section 9 – Material Breach and Termination

9.1 Material Breach by Either Party

Either Sparkplug IP LLC or Customer may terminate this Agreement, in whole or in part, in the event of a material breach by the other party that remains uncured thirty (30) days after written notice is delivered. Notice by Customer must:

- Be submitted via email to: support@sparkplug.com
- Include “Notice of Material Breach” in the subject line
- Provide detailed explanation and any supporting documentation

Notice by Sparkplug IP LLC shall be sent to Customer’s registered billing contact.

9.2 Serious Material Breach

Sparkplug IP LLC reserves the right to terminate the Agreement immediately in cases of serious material breach, including but not limited to:

- Fraud or illegal use of the service
- Resale of the service in violation of this Agreement
- Repeated nonpayment
- Breach of Acceptable Use Policy (AUP)

9.3 Customer Liability Upon Breach

In the event of Customer’s uncured material breach, including early termination of this Agreement, Customer shall pay the following:

- Charges for all Services used through the date of termination
- One hundred percent (100%) of any outstanding balance at the time of termination
- Any non-recurring charges (NRCs) that had originally been waived
- The full amount of all monthly minimum commitments remaining for the rest of the Service Term
- Any additional early termination fees stated in Service Order Forms

9.6 Effect of Termination

Upon valid termination:

- If for any other reason, Customer shall pay all accrued charges and the remaining balance for the full term of the Agreement plus applicable taxes and fees.

9.7 Sparkplug IP LLC Right to Suspend or Terminate Without Cause

Sparkplug IP LLC reserves the right to suspend or discontinue Services at its sole discretion without cause. In such cases, Customer is only responsible for charges accrued through the termination date, including pro-rated monthly recurring charges.

9.8 Number Portability Upon Termination

Upon valid termination, Sparkplug IP LLC may release telephone numbers to a new provider if:

- The number was originally ported to Sparkplug IP LLC;

- The account is current and fully paid;
- The Customer has requested the port at time of account closure.

Section 10 – Limitation of Liability and Indemnification

10.1 Limitation of Liability

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST REVENUE, PROFITS, OR BUSINESS OPPORTUNITIES) ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Cap on Liability

SPARKPLUG IP LLC'S TOTAL LIABILITY TO CUSTOMER, FOR ALL CLAIMS OF ANY KIND (INCLUDING ANY CLAIM RELATING TO THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO SPARKPLUG IP LLC FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE CLAIM DURING THE THREE (3) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.

10.3 Service Credits

Customer's sole remedy for any failure or defect in Service shall be the issuance of a credit for affected Services, if applicable, pursuant to the Service Level Agreement ("SLA"), if such SLA is in effect. Service credits shall not exceed the monthly recurring charges for the affected Service.

10.4 Indemnification by Customer

Customer agrees to indemnify, defend, and hold harmless Sparkplug IP LLC, its affiliates, officers, directors, employees, and agents from and against all third-party claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees and costs) arising out of or related to:

- Customer's use of the Services or Equipment;
- Violation of applicable laws, regulations, or third-party rights;
- Any breach of this Agreement or the Acceptable Use Policy by Customer or its end-users;
- Unauthorized access to or use of the Services through Customer's account or equipment.

10.5 Indemnification by Sparkplug IP LLC

Sparkplug IP LLC shall indemnify, defend, and hold harmless Customer from and against any third-party claims directly resulting from Sparkplug IP LLC's gross negligence, willful misconduct, or violation of applicable law in the provision of Services.

10.6 Customer Responsibility for Network and Security

Customer acknowledges and agrees that it is solely responsible for the configuration, integrity, and security of its own systems, network, and any equipment used in connection with the Services. Sparkplug IP LLC is not liable for unauthorized access to Customer's network or for loss or corruption of data.

10.7 Electronic Tools Access

Where Customer is granted access to Sparkplug IP LLC's provisioning portal or API tools (collectively, "Electronic Tools"), Customer assumes full responsibility for use, access controls, transaction security, and user management. Any actions taken using such tools are deemed authorized by Customer, and Customer shall indemnify Sparkplug IP LLC for all costs or damages resulting from unauthorized or erroneous use of the Electronic Tools.

Section 11 – No Warranties and Customer Assumption of Risk

11.1 Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE SERVICE LEVEL AGREEMENT (SLA), AGENT OR RESELLER AGREEMENT, SPARKPLUG IP LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, EQUIPMENT, OR PRODUCTS PROVIDED UNDER THIS AGREEMENT. ALL SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11.2 No Warranty on Uninterrupted or Error-Free Service

SPARKPLUG IP LLC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. SPARKPLUG IP LLC MAKES NO GUARANTEE REGARDING THE RELIABILITY OR ACCURACY OF ANY INFORMATION TRANSMITTED OVER ITS NETWORK.

11.3 Customer Assumption of Risk

Customer acknowledges and agrees that:

- The Services may be subject to limitations, interruptions, delays, and other issues inherent in the use of the internet and electronic communications.
- The security, reliability, and performance of internet-based services are not guaranteed.
- The Customer assumes all risks associated with the use of the Services, including those arising from unauthorized access, data loss, and transmission errors.
- The Customer is solely responsible for maintaining adequate data backup and recovery procedures, including firewalls, antivirus protection, and access control policies.

11.4 Exclusion of Oral or Written Statements

No advice or information, whether oral or written, obtained by Customer from Sparkplug IP LLC, its affiliates, or any third party, shall create any warranty not expressly stated in this Agreement.

Section 12 – Acceptable Use and Resale Prohibition

12.1 Prohibition on Resale

Customer shall not resell, redistribute, or otherwise provide Sparkplug IP LLC Services to third parties, including affiliates or end users, without prior written consent from Sparkplug IP LLC.

Section 13 – Third-Party Beneficiaries and Dispute Resolution

13.1 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of Sparkplug IP LLC and the Customer. Nothing in this Agreement shall be construed to create any duty, liability, or benefit to any third party, including but not limited to any customer, end user, affiliate, or agent of either Party. No person or entity not a party to this Agreement shall have any rights under this Agreement, whether by implied terms, statute, or otherwise.

13.2 Mutual Dispute Resolution Commitment

The Parties mutually agree to seek prompt and informal resolution of any disputes arising under or related to this Agreement. Neither Party shall make any public statement regarding any such dispute until it has followed the procedures set forth in this Section.

13.3 Escalation Procedure

If a dispute cannot be resolved informally, the complaining Party shall provide the other Party with written notice describing the nature of the dispute (“Escalation Notice”). Each Party shall appoint a representative with authority to resolve the dispute, and such representatives shall meet (in person or by conference call) within fifteen (15) days of the Escalation Notice to attempt resolution. All such discussions shall be confidential and considered compromise negotiations under applicable rules of evidence.

13.4 Mediation

If the dispute is not resolved through escalation, either Party may initiate mediation by providing written notice. The Parties shall then attempt, in good faith, to mediate the dispute using a mutually agreed mediator, with costs of mediation shared equally. Mediation must be conducted within thirty (30) days of the notice and shall take place in Alexandria, Virginia.

13.5 Arbitration and Waiver of Jury Trial

If mediation fails to resolve the dispute, the Parties agree to resolve any remaining controversy, claim, or dispute by binding arbitration conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. Arbitration shall take place in Alexandria, Virginia before a single arbitrator experienced in telecommunications matters.

- **Discovery:** Each Party may use reasonable discovery methods including depositions and requests for production.
- **Expedited Hearings:** For disputes involving less than \$500,000, the expedited AAA procedures shall apply.
- **Finality:** The arbitrator's decision shall be final and binding, and enforceable in any court of competent jurisdiction.
- **Waiver:** The Parties expressly waive the right to a trial by jury in any legal proceeding related to this Agreement.

13.6 Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia without reference to conflict of law principles. The Parties consent to exclusive jurisdiction and venue in the state courts of Fairfax, Virginia, and waive any right to transfer or remove the case to federal court or any other jurisdiction.

Section 14 – Optional Product and Service Offerings

14.1 Unlimited Trunk Service – Definitions and Restrictions

When applicable, if the Customer has purchased “Unlimited Trunk” service, such service shall be subject to the following terms:

- Unlimited inbound/outbound SIP Trunk service is provided solely for use with a business phone system by small to medium-sized businesses.
- It may only be used for lawful, proper, and appropriate purposes. Prohibited uses include (but are not limited to): resale or transfer of service, auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcasting, telemarketing, predictive dialing, or any other usage inconsistent with typical small to medium business operations.
- Sparkplug IP LLC reserves the right to measure for appropriate use and may, at its sole discretion, determine that the service is being misused.
- If inappropriate usage is detected, Sparkplug IP LLC may require the Customer to adjust usage patterns, switch to a metered plan, or may immediately terminate the service.
- In the case of termination for inappropriate usage, Sparkplug IP LLC may charge a minimum misuse fee of \$500 and/or a per-minute rate of \$0.05 for all minutes used during the period of misuse (plus any applicable international charges), whichever is greater, in addition to early termination fees.

14.2 Included Usage Scope

Unlimited trunk service pricing includes:

- Local Outbound Calling
- Intrastate Outbound Calling
- Interstate Outbound Calling
- Toll-Free Outbound Calling
- Inbound Calling within the 48 contiguous United States

This scope is subject to the limitations and proper usage terms as outlined in Section 14.1.

14.3 International and Non-Standard Routes

International calling and calls outside the defined geographic scope of the unlimited trunk plan are excluded and shall be billed at Sparkplug IP LLC's then-current international rates or as otherwise quoted in the Customer's Service Order Form. Sparkplug IP LLC reserves the right to block or restrict access to high-cost international routes.

14.4 Violation Consequences

Misuse or breach of this section may constitute a material breach under Section 23 of this Agreement. In such an event, Sparkplug IP LLC may take immediate action, including suspension or termination of Services and billing of applicable fees, as specified herein.

Section 15 – Network Assessment and Service Activation for Hosted IP-PBX

15.1 Network Assessment Requirement

Prior to provisioning Hosted IP-PBX service, the Customer must complete a successful **Network Assessment**. This process determines whether the Customer's premises, internal wiring, and Local Area Network (LAN) are capable of supporting Sparkplug IP LLC VoIP services.

The Network Assessment may be:

- Conducted remotely via tools and questionnaires provided by Sparkplug IP LLC; or
- Performed onsite by a Sparkplug IP LLC technician, depending on the service ordered.

If Customer fails to complete the Network Assessment or if the assessment reveals that the Customer's network is not suitable, Sparkplug IP LLC will provide a written list of necessary upgrades or changes. Service activation will be paused until the required changes are made to Sparkplug IP LLC's satisfaction.

15.2 Customer Responsibilities

Customer agrees to:

- Provide timely and complete information for the Network Assessment;

- Implement all corrective actions, including inside wiring, equipment upgrades, or router/firewall configuration changes as identified by Sparkplug IP LLC's Sales Engineer (SE);
- Notify Sparkplug IP LLC when corrective measures have been completed.

If Customer is unwilling or unable to comply with the requirements necessary to make the network compatible, the Agreement may be canceled. Customer will not be responsible for termination fees if service has not been activated.

15.3 Service Activation with Bundled Internet

For Customers ordering both Hosted IP-PBX and bundled internet services:

- Sparkplug IP LLC and the Customer will agree on a **Requested Activation Date**;
- Final activation will be contingent on both the installation of the internet circuit and receipt of the **Confirmed Port Date** for number transfers.

The Confirmed Port Date is the date when the Customer's current provider agrees to release phone numbers to Sparkplug IP LLC. This typically occurs **2 to 4 business weeks** after the port request is submitted.

If Sparkplug IP LLC incurs circuit costs prior to VoIP activation and Customer delays installation, Sparkplug IP LLC may still begin monthly billing on the data service portion.

15.4 Service Activation without Bundled Internet

For Hosted IP-PBX without bundled internet, activation is based solely on the **Confirmed Port Date** received from the underlying provider.

- Sparkplug IP LLC will notify the Customer of the port date by phone or email.
- The Customer may request changes up to **48 hours** before the scheduled port.
- Sparkplug IP LLC will use best efforts to coordinate porting to meet Customer expectations but cannot guarantee exact timing due to third-party carrier dependencies.

Section 16 – Service Activation and Porting Requirements

16.1 Definition of Service Activation Date

The Service Activation Date is defined as the date upon which Sparkplug IP LLC completes the provisioning of all services and equipment associated with the Customer's Service Order and makes the service available for use by the Customer. This may be the same day as the number porting date or another mutually agreed-upon date, depending on service and equipment readiness.

16.2 Porting of Telephone Numbers

Sparkplug IP LLC will assist the Customer in porting existing telephone numbers from the Customer's current provider(s), subject to applicable regulations and industry practices. The following terms apply:

- The Customer must provide accurate and complete information, including a recent Customer Service Record (CSR) from their current provider.
- Porting may take between 2 to 4 weeks or longer depending on the losing carrier's responsiveness and accuracy of the submitted information.
- A **Confirmed Port Date** will be communicated once established by the losing carrier and Sparkplug IP LLC's underlying provider.

Sparkplug IP LLC is not responsible for delays caused by the Customer's previous service provider, nor for service disruption resulting from inaccurate information provided by the Customer.

16.3 Coordination with Equipment Installation

For porting to proceed successfully:

- All required on-site equipment (e.g., phones, routers, switches, firewalls) must be installed and operational before the Confirmed Port Date.
- Sparkplug IP LLC may conduct test calls, endpoint registration validation, and ensure QoS (Quality of Service) compliance prior to number porting.
- If Customer delays installation beyond the Confirmed Port Date, Sparkplug IP LLC reserves the right to reschedule porting, and additional NRCs (Non-Recurring Charges) may apply.

16.4 Temporary Numbers and Forwarding

If porting delays are expected, Sparkplug IP LLC may assign temporary numbers to be used for initial testing and service operation. Customer agrees that:

- Temporary numbers are not guaranteed to be retained.
- Call forwarding from original numbers to Sparkplug IP LLC may incur additional costs from the current provider.
- Any forwarding or call routing established prior to port completion is the Customer's responsibility.

16.5 Post-Activation Support

Following service activation:

- Sparkplug IP LLC will monitor service performance and assist with post-installation issues for up to **30 days** as part of standard activation support;
- Any changes or support requests after this period may be subject to additional hourly rates unless covered by a separate support agreement;

- Customer acknowledges that maintaining accurate Caller ID, E911 location information, and regulatory registrations is a shared responsibility between Customer and Sparkplug IP LLC.

Section 17 – Number Transfer on Service Termination

17.1 Porting Out Numbers upon Termination

Upon termination of Service, Sparkplug IP LLC may, at its sole discretion, release a Customer's telephone number that was originally ported to Sparkplug IP LLC from another provider, provided all of the following conditions are met:

- The number was originally ported into Sparkplug IP LLC and is eligible for release under FCC and industry guidelines;
- The Customer account associated with the number is fully terminated and no longer active;
- The Customer has no outstanding balance due on the account, including but not limited to MRCs, NRCs, taxes, fees, or termination liabilities;
- The Customer initiates the port-out request with a valid gaining provider authorized to receive the number; and
- The Customer provides written notice of intent to port out, including the number(s) involved, at least **five (5)** business days in advance to support@Sparkplug IP.com.

17.2 Numbers Not Eligible for Transfer

The following numbers may not be eligible for transfer:

- Numbers originally assigned by Sparkplug IP LLC that have not been ported in;
- Numbers reserved, inactive, or no longer associated with an active or terminated account;
- Numbers subject to dispute, fraud, or regulatory action;
- Temporary or virtual numbers, including those assigned for call forwarding or short-term use.

Sparkplug IP LLC is not responsible for any numbers lost due to Customer inaction, untimely request, miscommunication with the gaining provider, or account delinquency.

17.3 Customer Responsibilities

The Customer bears the following responsibilities:

- Ensuring all account balances are paid in full prior to porting out;
- Coordinating directly with the gaining provider to ensure a valid and complete port-out request;
- Monitoring the status of the port with the gaining provider;

- Providing Sparkplug IP LLC with written notice of intent to port, as required under this Agreement.

Failure to comply with these requirements may result in delay or denial of number transfer.

17.4 Sparkplug IP LLC Rights

Sparkplug IP LLC reserves the right to:

- Deny any port-out request that does not comply with this Agreement;
- Delay number transfer due to unresolved billing disputes or account irregularities;
- Retain and recycle unclaimed or abandoned numbers for future use;
- Charge administrative fees for expedited port-out processing, if requested by the Customer.

Section 18 – Resumption of Service

18.1 Restoration After Suspension or Termination

If Customer requests reinstatement of Services following a suspension or termination due to non-payment, breach of this Agreement, or other cause, Sparkplug IP LLC may, in its sole and absolute discretion, determine whether to restore such Service. Sparkplug IP LLC shall have no obligation to reinstate Service unless all of the following conditions are met:

- Customer provides written request for Service reinstatement;
- All outstanding amounts, including past due balances, late fees, and collection costs, have been paid in full;
- Customer has resolved the issue that led to the suspension or termination;
- Customer must be placed on ACH or Electronic Debit for monthly payments
- Sparkplug IP LLC has verified that reinstating Services does not expose it to undue financial or operational risk.

18.2 Reinstatement Conditions

Sparkplug IP LLC may condition reinstatement on the satisfaction of one or more of the following requirements:

- Execution of a new agreement or addendum;
- Successful completion of a new credit review;
- Advance payment of a reinstatement fee as specified below;
- Posting of a security deposit or establishment of a prepaid account;
- Updated contact or billing information;
- Reconfiguration of equipment or network components.

18.3 Applicable Reinstatement Fees

Unless otherwise agreed in writing, the following standard fees shall apply:

- **Service Reinstatement Fee:** \$200.00 per reinstatement event;
- **Carrier Reconnection Charges:** Any additional fees incurred by Sparkplug IP LLC from underlying carriers or service providers for reconnection.

These fees must be paid in full prior to reinstatement.

18.4 No Waiver

The decision to restore any Service does not waive Sparkplug IP LLC's rights under this Agreement or limit its ability to enforce future defaults. Sparkplug IP LLC retains the right to decline reinstatement, limit available Services, or impose new terms as a condition of resuming Services.

Section 19 – Additional Non-Recurring Charges (NRCs)

19.1 Standard NRC Coverage

In addition to the NRCs detailed in any applicable Service Order Form or Statement of Work, Sparkplug IP LLC reserves the right to impose the following additional NRCs, where applicable, based on customer actions, scheduling issues, or service modifications.

19.2 Fee Schedule for Common Events

The following NRCs apply to common customer-initiated or customer-caused events:

Event Type	Non-Recurring Charge
Service Reinstatement Fee	\$200.00 + carrier charges
Missed Appointment Fee	\$200.00
Rejected Credit Card / Bounced Check	\$40.00 or legal maximum
Relocation within same rate center	\$75.00
Relocation to a new rate center	\$275.00
Upgrade Charge	Varies based on request
Downgrade Charge	Varies based on request

19.3 Determination of Custom Charges

Upgrade and downgrade charges, as well as any other custom service modification fees, shall be determined based on the scope of work required. Sparkplug IP LLC may issue a Service Change Order or invoice to reflect such charges prior to executing the requested change.

19.4 Billing of Additional NRCs

All applicable NRCs shall be included on Customer's invoice as a separate line item. Payment for such charges is due under the same payment terms as recurring service charges (typically within fifteen (15) days of invoice date unless otherwise specified).

19.5 Customer Notification

Where possible, Sparkplug IP LLC shall inform Customer in writing of any expected NRCs prior to performing the associated action. However, Sparkplug IP LLC may assess NRCs retroactively in cases involving emergency support, repeated scheduling issues, or customer breach of policy.

Section 20 – Inside Wiring for VoIP Component

20.1 Customer Responsibility

Customer acknowledges and agrees that it is solely responsible for providing, installing, maintaining, and supporting any and all inside wiring, cabling, conduit, power infrastructure, and associated facilities necessary for the deployment and use of Sparkplug IP LLC VoIP services at the Customer's premises.

20.2 Scope of Inside Wiring

Inside wiring includes, but is not limited to:

- Ethernet cabling (Cat5e, Cat6, etc.) from demarcation point to VoIP devices;
- Conduit for cable management or compliance with local code;
- Network drops and patch panels;
- Power sources, power strips, or backup power (such as UPS systems);
- Any other infrastructure required to enable service functionality at the endpoint.

20.3 Installation Requirements

Sparkplug IP LLC will not be responsible for delays in service activation, quality issues, or equipment failures resulting from improper or incomplete inside wiring. Customer shall ensure that all wiring meets applicable electrical and telecommunications standards, and shall be installed in accordance with local regulations and building codes.

20.4 Third-Party Contractors

If Customer utilizes third-party contractors for installation or maintenance of inside wiring, Customer remains solely responsible for their performance. Sparkplug IP LLC shall have no liability for the work performed or damage caused by Customer's contractors.

20.5 Inspection and Verification

At Sparkplug IP LLC's request, Customer shall permit on-site inspection of the inside wiring to verify compliance and readiness for VoIP service installation. If any deficiencies are found, Sparkplug IP LLC shall provide Customer with a list of corrections needed. Customer shall bear all costs for remediation.

20.6 Optional Installation Services

Where available, Sparkplug IP LLC may offer inside wiring services as an optional add-on, subject to additional charges and scheduling. If such services are requested, a separate quote or service order will be provided for Customer approval.

Section 21 – Material Breach

21.1 Right to Terminate for Cause

Either Party (Sparkplug IP LLC or Customer) may terminate this Agreement, including any active Service Order(s), in the event of a material breach by the other Party that is not cured within thirty (30) calendar days following written notice specifying the breach. For critical or egregious breaches as determined solely by Sparkplug IP LLC, immediate termination may be initiated without a cure period.

21.2 Notice Requirements

- **By Customer:** To initiate a material breach claim, Customer must send written notice to support@Sparkplug IP.com with the subject line "Notice of Material Breach." The notice must include:
 - Customer name and account number
 - Contact information
 - Detailed description of the alleged breach
 - Supporting documentation, if available
- **By Sparkplug IP LLC:** Sparkplug IP LLC may notify Customer of a breach via email or written correspondence. If Customer fails to cure the breach within the allowed timeframe, Sparkplug IP LLC may suspend or terminate Services.

21.3 Termination Consequences for Breach by Sparkplug IP LLC

If Sparkplug IP LLC is found to have materially breached this Agreement and fails to cure within the permitted period:

- Customer will not be liable for any fees for Services following the termination date (except charges already incurred).
- Any prepaid but unused fees shall be refunded on a prorated basis.
- All outstanding balances through the date of breach notification remain due.

21.4 Termination Consequences for Breach by Customer

If Customer materially breaches the Agreement (including early termination without cause, failure to pay, or unauthorized resale), the following apply:

- Customer shall pay all outstanding balances owed through the breach notification date.
- Customer shall pay 100% of the remaining monthly minimum commitments for the duration of any active Service Order term.
- Any non-recurring charges (NRCs) previously waived shall become immediately due and payable.
- Sparkplug IP LLC may immediately suspend or disable all Services and reclaim all allocated resources.

21.5 Additional Remedies

Termination for breach does not limit either Party's rights to pursue other legal or equitable remedies. Sparkplug IP LLC reserves the right to collect all unpaid fees and seek damages where appropriate.

Section 22 – Termination

22.1 Termination for Cause

Either Party may terminate this Agreement and any related Service Order(s), in whole or in part, upon written notice to the other Party under the following conditions:

- **Material Breach:** As detailed in Section 21, a material breach that is not cured within thirty (30) calendar days after written notice.
- **Regulatory Requirement:** If a government or regulatory authority recommends or mandates service termination or imposes conditions making continuation commercially impracticable.
- **Insolvency or Bankruptcy:** If the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, or receivership proceeding, or makes an assignment for the benefit of creditors.

22.2 Effect of Termination

A. Customer-Initiated Termination for Cause

If Customer terminates Services for cause due to Sparkplug IP LLC's material breach:

- Customer is not liable for fees or charges for terminated Services following the effective termination date, except charges incurred prior.
- Sparkplug IP LLC shall issue a pro-rata refund of any prepaid, unused charges for affected Services.

B. Sparkplug IP LLC-Initiated or Customer Breach Termination

If Sparkplug IP LLC terminates the Agreement or any Service due to Customer's breach or for any other reason not due to Sparkplug IP LLC's fault:

- Customer shall pay all outstanding charges incurred through the termination date.
- Customer shall be liable for early termination fees as detailed in Section 21, including unpaid minimum commitments and waived NRCs.
- All prepaid fees shall be non-refundable unless Sparkplug IP LLC elects otherwise.

22.3 Right to Suspend or Discontinue Services

Sparkplug IP LLC may, at its sole discretion and without further liability:

- Suspend or discontinue the provision of any Services generally.
- Terminate any specific Service or account with or without cause.
- In cases of termination without cause, Customer is only responsible for charges accrued through the termination date, including any prorated final month's recurring charges.

22.4 Number Transfer on Service Termination

Upon termination, Sparkplug IP LLC may, at its discretion, release Customer's telephone numbers to a new provider, provided:

- Customer's account is current with no outstanding fees;
- The receiving carrier can accept the number;
- Customer requests the transfer in writing upon termination;
- The number was originally ported to Sparkplug IP LLC and is not a Sparkplug IP LLC native number held under an exclusive block.

Section 23 – Limitation of Liability

23.1 Exclusion of Certain Damages

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 24 (INDEMNIFICATION), UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE PROVISION OF SERVICES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23.2 Limitation of Direct Damages

SPARKPLUG IP LLC'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY CUSTOMER TO SPARKPLUG IP LLC FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

23.3 Service Credits

Customer's sole remedy for service outages, interruptions, or defects shall be limited to the issuance of service credits in accordance with any applicable Service Level Agreement (SLA) referenced in this Agreement. Service credits shall not exceed the fees paid for the affected service during the affected period.

23.4 Exclusions from Limitation

The above limitations shall not apply to:

- Either Party's indemnification obligations under this Agreement;
- Breach of confidentiality or data security obligations;
- Customer's liability for unauthorized or fraudulent use of the Services;
- Willful misconduct or gross negligence by either Party.

23.5 Allocation of Risk

The limitations and exclusions of liability in this Agreement reflect the allocation of risk between the Parties and are an essential basis of the bargain between them. Without these limitations, the pricing and terms provided would be substantially different.

Section 24 – Indemnification

24.1 Mutual Indemnification

Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its affiliates, officers, directors, employees, and agents (collectively, the "Indemnified Party") from and against any and all third-party claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- a) a material breach of this Agreement by the Indemnifying Party;
- b) any act or omission that results in bodily injury (including death) or damage to tangible property;
- c) any gross negligence or willful misconduct by the Indemnifying Party.

24.2 Customer-Specific Indemnification

Customer further agrees to indemnify, defend, and hold harmless Sparkplug IP LLC from and against any and all losses, claims, liabilities, damages, or expenses (including attorneys' fees) arising out of or related to:

- a) Customer's unauthorized use of the Services or Equipment;
- b) breach of applicable laws, including data protection and privacy laws, by Customer;
- c) use of Customer-provided equipment, networks, or configurations that result in damage or claims;
- d) Customer's failure to maintain proper security on its systems or to prevent unauthorized access.

24.3 Indemnification Procedures

The Indemnified Party shall provide prompt written notice to the Indemnifying Party of any claim subject to indemnification. Failure to provide such notice shall not relieve the Indemnifying Party of its obligations, except to the extent it has been materially prejudiced. The Indemnifying Party shall have the right to control the defense and settlement of such claims, provided that it may not settle any claim that imposes any liability or obligation on the Indemnified Party without that Party's prior written consent, which shall not be unreasonably withheld.

24.4 Exclusive Remedy

The indemnification obligations set forth in this Section shall be the sole and exclusive remedies of the Parties with respect to third-party claims and liabilities arising out of or related to the matters covered by this Agreement, except for equitable relief.

Section 25 – No Warranties and Assumption of Risk

25.1 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN A SEPARATE WRITTEN SERVICE LEVEL AGREEMENT (SLA) EXECUTED BY BOTH PARTIES AND INCORPORATED BY REFERENCE, SPARKPLUG IP LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

25.2 No Guarantee of Uninterrupted Service

Sparkplug IP LLC does not warrant that the Service will be uninterrupted, error-free, or completely secure, or that all defects will be corrected. Customer acknowledges that the Service may be subject to limitations, interruptions, delays, or other problems inherent in the use of the Internet and electronic communications. Sparkplug IP LLC is not responsible for any delays, delivery failures, or other damage resulting from such problems.

25.3 No Responsibility for Customer Content or Systems

Sparkplug IP LLC exercises no control over and expressly disclaims any responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of any content transmitted through or stored using the Services. Customer assumes full responsibility for the content of all communications transmitted through the Services.

25.4 Assumption of Risk by Customer

Customer expressly assumes all risks associated with use of the Services, including but not limited to risks of unauthorized access, service interruptions, and data loss. Sparkplug IP LLC shall not be responsible for any loss or damage to Customer or any third party arising out of the use or inability to use the Services or Equipment.

25.5 Exclusive Remedy

Customer's sole and exclusive remedy for any failure or non-performance of the Services (including any breach of warranty) shall be those remedies expressly set forth in any applicable

SLA. If no SLA is incorporated into this Agreement, Customer's sole remedy shall be to discontinue use of the Services.

Section 26 – Limitation of Liability

26.1 Indirect and Consequential Damages

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES, BUSINESS OPPORTUNITIES, OR LOSS OF DATA), WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26.2 Cap on Direct Damages

EXCEPT FOR CLAIMS ARISING FROM (i) EITHER PARTY'S INDEMNITY OBLIGATIONS, (ii) A BREACH OF CONFIDENTIALITY OR PRIVACY, (iii) WILLFUL MISCONDUCT, OR (iv) FRAUD, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO SPARKPLUG IP LLC FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

26.3 Service Credits as Sole Remedy

To the extent Sparkplug IP LLC has made any commitments to Customer regarding service performance under a Service Level Agreement (SLA), such commitments are solely reflected in the applicable SLA. Any credits or remedies described in the SLA constitute Sparkplug IP LLC's sole liability and Customer's exclusive remedy for failure to meet those commitments.

26.4 Exclusions from Limitation

The foregoing limitations of liability shall not apply to (a) Customer's payment obligations under this Agreement, (b) either Party's obligations under Section 24 (Indemnification), or (c) damages caused by gross negligence, fraud, or willful misconduct.

26.5 Time Limitation for Claims

No claim may be brought by either Party under this Agreement more than one (1) year after the date the claim arose.

Section 27 – Acceptable Use Policy (AUP)

27.1 Compliance Requirement

Customer agrees that all use of Sparkplug IP LLC services must comply with Sparkplug IP LLC's Acceptable Use Policy ("AUP"), which is incorporated herein by reference and posted at [www.Sparkplug IP.com](http://www.SparkplugIP.com). By accepting and using Sparkplug IP LLC services, Customer confirms its acceptance of and agreement to comply with the AUP and any subsequent modifications.

27.2 Modifications to the AUP

Sparkplug IP LLC reserves the right to update or modify the AUP at any time. Modifications shall become effective immediately upon posting the updated AUP at the URL above. Customer is responsible for reviewing the AUP regularly. Continued use of the Services after such posting shall constitute acceptance of the AUP as modified.

27.3 Prohibited Activities

The AUP prohibits certain behaviors including, but not limited to:

- Unauthorized access to systems, networks, or data
- Distribution of malware, viruses, or phishing attempts
- Use of the service to send spam or bulk unsolicited messages
- Intellectual property infringement
- Use of services for unlawful, threatening, abusive, or harassing activity
- Impersonation of any person or entity, or false association with Sparkplug IP LLC
- Violations of any local, state, national, or international laws or regulations

27.4 Enforcement and Suspension

Violation of the AUP is considered a material breach of this Agreement pursuant to Section 23. Sparkplug IP LLC may, in its sole discretion and without prior notice:

- Suspend or restrict the Services
- Remove or block content
- Report illegal activities to law enforcement authorities
- Terminate this Agreement in the event of repeated or egregious violations

27.5 Customer Responsibilities

Customer is responsible for the conduct of all users who access or use the Services through its account or infrastructure. Customer shall take reasonable steps to prevent violations of the AUP and shall cooperate with Sparkplug IP LLC in the investigation of any alleged violation.

Section 28 – RFC 3261 Compliance

28.1 SIP Protocol Requirement

Customer acknowledges that the Service provided by Sparkplug IP LLC is based on the Session Initiation Protocol (SIP) as defined in RFC 3261 – “SIP: Session Initiation Protocol” published by the Internet Engineering Task Force (IETF). Accordingly, Customer is required to ensure all systems, devices, and SIP-related signaling conform to the standards and practices outlined in RFC 3261.

28.2 Signaling Accuracy

To ensure proper interoperability and accurate billing, Customer must configure its network equipment to generate valid SIP headers consistent with RFC 3261. This includes proper population of the “FROM” field and consistent use of standardized SIP headers for caller identification (e.g., “Remote-Party-ID,” “P-Asserted-Identity”).

28.3 Impact of Non-Compliance

If Sparkplug IP LLC determines that Customer is violating RFC 3261 standards, and such violations prevent Sparkplug IP LLC from accurately rating, routing, or billing for calls, Sparkplug IP LLC reserves the right to:

- Block specific calls or SIP messages;
- Suspend Services until compliance is restored;
- Apply estimated billing based on Sparkplug IP LLC's best determination of call usage and jurisdiction in accordance with Section 5.8;
- Terminate the Agreement for material breach if non-compliance is not corrected following notice under Section 23.

28.4 Jurisdiction Determination in Case of Incomplete Signaling

If Sparkplug IP LLC is unable to determine call jurisdiction (i.e., whether a call is intrastate, interstate, or international) due to missing, malformed, or manipulated SIP header information, Sparkplug IP LLC will default to charging the prevailing intrastate rate for such traffic.

28.5 Audit and Testing Rights

Sparkplug IP LLC reserves the right to audit the SIP implementation of Customer's CPE or PBX systems at any time to verify compliance with RFC 3261. Customer agrees to provide access or remote diagnostic assistance upon request.

Section 29 – Resale Prohibition

29.1 Non-Resale Provision

The Services provided by Sparkplug IP LLC under this Agreement are solely for use by the Customer and may not be resold, redistributed, or otherwise offered for commercial resale or sublease to third parties without the express prior written consent of Sparkplug IP LLC. This includes, but is not limited to, reselling access to SIP trunks, hosted PBX services, or bundled voice/data solutions.

29.2 Prohibited Activities

Examples of prohibited resale or redistribution include, but are not limited to:

- Offering VoIP termination or origination services to unaffiliated third parties.
- Leasing or wholesaling SIP trunks to downstream resellers.
- Providing voice services under a white-label or rebranded offering not pre-approved by Sparkplug IP LLC.
- Hosting or serving as a telephony provider to any entity other than the Customer's internal business operations.

29.3 Monitoring and Enforcement

Sparkplug IP LLC reserves the right to monitor traffic patterns and call behavior to detect unauthorized resale activity. If Sparkplug IP LLC reasonably determines that Customer is engaging in resale or redistribution in violation of this Agreement, Sparkplug IP LLC may:

- Immediately suspend or terminate the affected Services.
- Demand immediate payment of all charges incurred through unauthorized resale.
- Levy additional charges based on a retroactive reclassification of traffic at non-discounted retail rates.
- Assess a minimum breach penalty of \$500 per SIP channel and initiate collection proceedings.

29.4 Breach and Termination

Violation of this Section shall be considered a material breach of the Agreement as defined in Section 23. In addition to immediate termination of Service, Customer shall be liable for all applicable early termination fees, as well as any legal, investigative, or administrative costs Sparkplug IP LLC incurs in connection with enforcement of this provision.

29.5 Co-Branding Exception (if applicable)

To the extent Sparkplug IP LLC explicitly authorizes a co-branded relationship through a separate written agreement (e.g., for authorized resellers or referral partners), Customer must comply strictly with any branding, pricing, or operational restrictions imposed by Sparkplug IP LLC. Unauthorized deviation from these terms shall result in immediate revocation of such authorization.

Section 30 – Third Party Beneficiaries

30.1 No Intended Beneficiaries

This Agreement is entered into solely for the benefit of Sparkplug IP LLC and the Customer. Except as expressly set forth herein, nothing in this Agreement, whether express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

30.2 No Rights to Enforce

No third party shall have the right to:

- Enforce any term of this Agreement,
- Rely on the performance or non-performance of either party, or
- Assert any claim arising from or related to this Agreement.

30.3 Limited Exception for Indemnified Parties

The only exception to this provision shall be in the case of indemnified parties as set forth in this Agreement (e.g., officers, directors, employees, agents, and affiliates of Sparkplug IP LLC or the Customer), who may be deemed third-party beneficiaries solely for the purpose of enforcing those specific indemnification rights outlined herein.

Section 31 – Dispute Resolution and Applicable Law

31.1 Good Faith Effort to Resolve Disputes

It is the mutual intention of the Parties to resolve all disputes, controversies, or claims arising out of or relating to this Agreement through prompt and good faith negotiations. Both Parties agree

to first attempt resolution through informal discussions before initiating any formal dispute resolution process.

31.2 Escalation Procedure

If informal resolution fails, either Party may initiate a formal escalation by delivering written notice (“Escalation Notice”) to the other Party. Each Party shall designate an executive with decision-making authority as its representative to meet within fifteen (15) calendar days after the date of the Escalation Notice. Such meeting may be conducted in person or via video/teleconference.

31.3 Mediation

If the dispute is not resolved through the escalation procedure, either Party may demand mediation. The Parties shall, in good faith, select a mutually agreeable mediator and commence non-binding mediation within thirty (30) calendar days of the mediation demand. The cost of mediation shall be shared equally by both Parties.

31.4 Arbitration

If the dispute remains unresolved following mediation, the Parties agree to submit the dispute to binding arbitration under the Commercial Rules of the American Arbitration Association (AAA). Arbitration shall be conducted:

- Before a single arbitrator with significant telecommunications or commercial contract experience;
- In Alexandria, Virginia;
- Within sixty (60) calendar days of demand;
- With each Party bearing its own legal fees and sharing arbitration costs equally, unless otherwise ordered by the arbitrator.

31.5 Judicial Relief and Injunctive Relief

Nothing in this section shall prevent either Party from seeking injunctive or equitable relief from a court of competent jurisdiction for matters involving confidentiality, intellectual property rights, or service abuse, provided such relief is limited to preventing irreparable harm.

31.6 Waiver of Jury Trial

The Parties expressly waive any right to a jury trial in any action or proceeding relating to this Agreement.

31.7 Governing Law and Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Virginia, without regard to its conflict of law provisions. The Parties agree that the state courts located in Fairfax, Virginia shall have sole and exclusive jurisdiction over any dispute not subject to arbitration under this section.

Section 32 – Optional Product and Service Offerings

32.1 Unlimited Trunk Service – Applicability

This section applies only if the Customer has expressly purchased “Unlimited Trunk” service as specified in the applicable Service Order Form or contract.

32.2 Definition of Unlimited Trunk Service

Unlimited Inbound/Outbound SIP Trunk Service is a voice service intended for use with a business-grade Phone System. It is designed for small to medium-sized business use and includes:

- Local Outbound Calling
- Intrastate Outbound Calling
- Interstate Outbound Calling
- Toll-Free Outbound Calling
- Inbound Calling within the 48 contiguous U.S. states

32.3 Acceptable Use of Unlimited Trunk Service

Unlimited SIP Trunk Services may only be used for lawful, customary business purposes. Prohibited uses include, but are not limited to:

- Resale or transfer of service
- Auto-dialing or mass call generation
- Continuous or extensive call forwarding
- Fax blasting or broadcast
- Telemarketing or predictive dialing
- Abnormally high-volume calling inconsistent with typical business use

32.4 Monitoring and Enforcement

Sparkplug IP LLC reserves the right to monitor usage patterns to ensure compliance. If Sparkplug IP LLC determines, in its sole discretion, that the service has been used in violation of the above restrictions, it may:

- Require Customer to modify usage behavior or service type
- Immediately terminate service for cause
- Assess a minimum Inappropriate Use Fee of \$500 or charge \$0.05 per minute for all minutes of prohibited usage (whichever is greater)
- Apply applicable early termination fees in accordance with Section 24

32.5 International Calling Exclusion

International calling is not included in the Unlimited Trunk Service. Such calls will be billed at the then-current international rates unless otherwise agreed upon in writing.

Section 33 – Network Assessment for Hosted IP PBX

33.1 Requirement Prior to Provisioning

Before Sparkplug IP LLC provisions Hosted IP PBX service, the Customer must successfully complete a Network Assessment. This ensures the Customer’s premises, Local Area Network

(LAN), and internet connectivity are compatible with Sparkplug IP LLC's VoIP service requirements.

33.2 Assessment Methods

The Network Assessment may be conducted in one of the following ways:

- Completed by the Customer using a Sparkplug IP LLC-provided form
- Conducted remotely with the assistance of a Sparkplug IP LLC Sales Engineer (SE)
- Conducted on-site by a Sparkplug IP LLC technician, when applicable

33.3 Assessment Outcome

Based on the Network Assessment, the Sparkplug IP LLC SE will determine one of the following:

- **Approved:** The network is compatible, and service may proceed
- **Incomplete:** Additional details or testing are required
- **Incompatible:** The network does not currently support VoIP and must be upgraded

33.4 Remediation Requirements

If the network is deemed incompatible, Sparkplug IP LLC will provide a list of remediation steps necessary to meet service standards. These may include:

- Rewiring or additional inside cabling
- Equipment upgrades (e.g., routers, switches)
- Modifications to Quality of Service (QoS) configurations

33.5 Customer Responsibilities

The Customer agrees to:

- Provide required information or access to complete the assessment
- Complete any required upgrades or cabling prior to the scheduled activation date
- Notify Sparkplug IP LLC of their intent to proceed or cancel

33.6 Non-Compliance and Termination

If the Network Assessment identifies compliance issues the Customer chooses not to resolve, Sparkplug IP LLC may terminate the Agreement without penalty to the Customer.

Section 34 – Optional Product and Service Offerings

34.1 Scope

Sparkplug IP LLC may offer optional add-on services or products that enhance or complement the core VoIP and SIP trunk services provided under this Agreement. These offerings may include, but are not limited to, hardware procurement, managed firewall services, voice recording services, premise base PBX, PBX Monitoring and Management, call analytics platforms, failover LTE services, extended support hours, or custom configurations.

34.2 Separate Service Orders

Optional services are not included in the standard Service package and will be outlined in separate Service Order Forms or Addendums. Each optional service is subject to its own pricing, term, and Service Level Agreement (if applicable).

34.3 Service Activation and Billing

Optional services will be provisioned upon mutual execution of the applicable Service Order Form. Billing for optional services shall commence upon activation of the service and will follow the same billing terms as outlined in Section 5 of this Agreement unless otherwise stated.

34.4 Modification or Cancellation

- Sparkplug IP LLC reserves the right to modify, suspend, or discontinue optional offerings at any time with thirty (30) days' notice to the Customer.
- Customer may request cancellation of optional services with written notice, subject to early termination penalties if a minimum commitment period is specified in the applicable Service Order.

34.5 No Warranty of Compatibility

Sparkplug IP LLC makes no guarantee of compatibility between optional services and Customer's existing systems or third-party applications unless expressly stated in writing. It is the Customer's responsibility to ensure their environment can support the optional offering.

34.6 Optional Product Liability

All optional hardware or equipment provided shall be subject to manufacturer warranties only, unless a separate Sparkplug IP LLC support agreement is signed. Sparkplug IP LLC shall not be liable for any damages resulting from the malfunction or failure of optional equipment, except as required under applicable law.

Section 35 – Equipment Ownership and Risk of Loss

35.1 Sparkplug IP LLC Owned Equipment

Any equipment provided by Sparkplug IP LLC to Customer for use in conjunction with the Services (e.g., phones, routers, ATA devices, LTE failover units) that is not purchased outright by Customer shall remain the property of Sparkplug IP LLC. Customer agrees to use such equipment solely for the purposes of receiving Sparkplug IP LLC Services and to maintain the equipment in good working condition.

35.2 Customer Responsibility for Sparkplug IP LLC Equipment

While in possession of Sparkplug IP LLC owned equipment, Customer is responsible for:

- Preventing damage, theft, or loss;
- Using the equipment in accordance with Sparkplug IP LLC's guidelines and applicable law;
- Returning the equipment in good condition upon termination of Services.

If equipment is not returned, is damaged beyond normal wear and tear, or is lost or stolen, Customer agrees to pay the full replacement cost as determined by Sparkplug IP LLC.

35.3 Purchased Equipment

Any equipment purchased by the Customer from Sparkplug IP LLC becomes the sole property of Customer upon full payment. Sparkplug IP LLC shall assign or transfer any manufacturer warranties (if applicable) to Customer at the time of sale.

35.4 Risk of Loss and Insurance

The risk of loss or damage to equipment (whether owned or leased) shall pass to the Customer at the time of delivery. Customer is responsible for insuring any equipment in its possession and assumes all risk for damage, theft, loss, or improper use.

35.5 Return and Replacement Policy

If a device provided by Sparkplug IP LLC malfunctions under normal usage within the warranty period, Sparkplug IP LLC will provide a replacement upon return of the faulty unit. Sparkplug IP LLC reserves the right to charge Customer for equipment that is:

- Not returned within 30 days of disconnection or replacement;
- Returned damaged due to negligence or misuse.

35.6 Equipment Access

Customer shall not alter, repair, or remove any markings from Sparkplug IP LLC owned equipment. Customer shall provide Sparkplug IP LLC reasonable access, remotely or physically, for the purpose of maintenance, updates, or recovery of Sparkplug IP LLC owned devices.

Section 36 – General Provisions

36.1 Entire Agreement

This Terms and Conditions document, together with all referenced and incorporated documents including but not limited to any Service Order Forms, Service Level Agreements (SLAs), Acceptable Use Policies (AUPs), and Price Lists, constitutes the entire agreement between Sparkplug IP LLC and the Customer. It supersedes all prior or contemporaneous understandings, whether oral or written, regarding the subject matter herein.

36.2 Modifications and Amendments

All Agreements may only be amended or modified by a written instrument executed by both parties. No handwritten changes made by Customer to any document or form shall be deemed part of the Agreements unless expressly agreed to in writing by Sparkplug IP LLC.

36.3 Governing Law and Jurisdiction

All Agreements shall be governed by and construed under the laws of the State of Virginia, without regard to its conflict of law provisions. The parties agree to exclusive jurisdiction and venue in the courts of Fairfax, Virginia, for any legal proceedings relating to Agreements.

36.4 Waiver and Severability

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default. If any provision of Agreements is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

36.5 Assignment

Customer may not assign or transfer Agreements or any rights or obligations under it without Sparkplug IP LLC's prior written consent. Sparkplug IP LLC may assign Agreements to any affiliate or successor without Customer's consent.

36.6 Force Majeure

Sparkplug IP LLC shall not be liable for any failure or delay in the performance of its obligations under Agreements due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor strikes, power outages, equipment failures, or government regulations.

36.7 Relationship of the Parties

Nothing in Agreements shall be construed as creating a joint venture, partnership, employer-employee, or agency relationship between the parties. Each party is acting as an independent contractor.

36.8 Headings and Interpretation

Headings are for convenience only and shall not affect the interpretation of Agreements. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation."

36.9 Execution and Counterparts

This Agreement may be executed in counterparts and via electronic signatures, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

36.10 Survival

Sections of this Agreement that by their nature should survive termination or expiration (including without limitation, payment obligations, indemnification, limitation of liability, confidentiality, and dispute resolution provisions) shall so survive.

Section 37 – Regulatory Compliance

37.1 CALEA Compliance

Sparkplug IP LLC certifies that its telecommunications and interconnected VoIP services are capable of supporting lawful electronic surveillance pursuant to CALEA and all related FCC regulations.