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## 1 INTRODUCTION

This Service Definition is subject to all terms and conditions of the Service Order to which it was attached. This Service Definition describes and contains additional terms that apply to Synoptek's Real-Time Communications (the "Service").

The service definitions found herein reflect Synoptek standards at the time the Service Order(s) was issued. Synoptek reserves the right to change any particular standard herein to reflect Synoptek's best practices or industry standards at its sole discretion with or without notice.

## 2 SERVICE OFFERING

This service provides the customer with a robust, feature-rich, and reliable consolidated communications platform. It primarily consists of a real-time communications delivery system called the Modern Edge, which provides a managed network solution between the Real-Time Communications core network and an End User's edge.

### Key Features and Benefits:

- Single location, multi-application enablement
  - This Service provides the market a delivery system/real-time communications network of world class telecommunications applications. As a result, we can offer a unique blend of services to each End User resulting in a lower total cost of deployment with higher availability and performance. In other words, this service is application agnostic while our competitors are economically restricted to offer applications limited to their telecommunications manufacturer.
- Guaranteed quality of service
  - Traditionally, over-the-top VoIP networks have been unable to provide any service level commitment for Quality of Service (QoS) resulting in expensive private network deployments. Synoptek (via Juxto) has established unique relationships with all major Internet Service Providers (ISPs) across Canada and the United States of America. As a result of these relationships, we are able to leverage the ISP's On-net traffic.
- Pure subscription model
  - This service provides the End User a pure subscription offering negating expensive capital expenditures for hardware and the ability to upgrade equipment triennially avoiding obsolescence.
- Enterprise-level support
  - This service provides 24/7/365 Global support.

### 2.1 CORE COMPONENTS

#### Modern Edge:

The core service is a managed service for the Modern Edge delivery system. Our network of edge devices enables a multitude of voice-centric functionality:

- Scalable configuration based on session license and field upgrade-able as business needs grow
- Topology hiding, encryption, and protection against Denial of Service attacks
- Supports direct fiber connections and data rates up to 1 Gbps
- QoS: Traffic shaping, prioritization, guaranteed bandwidth and call admission control
- Combined deployment of *EdgeView Service Control Center* and *EdgeMarc Intelligent Edge™* allows for efficient remote monitoring and comprehensive troubleshooting

#### Optional Services:

- LTE Failover Bundle for Business Continuity
  - This includes a DIGI EX15 LTE Router and a 1 GB LTE SIM Card

#### EdgeMarc Appliance Deployment Options:

The Modern Edge system is delivered through a *Ribbon EdgeMarc* appliance bundled with Ethernet (POE) switching. There are a few different configuration options for the *EdgeMarc*:

- EdgeMarc appliances as a Single Demarcation Device (no 3rd Party Firewall)
  - This is a typical small customer installation where the EdgeMarc device will act as a local SBC and Firewall
  - Generally, this is deployed as a “flat” network with no VLANs
- EdgeMarc appliances with 3rd Party Firewall – Separate Physical LANs
  - Data network is physically separated from voice network, either via WiFi or 2nd Cat 5 or Cat 6 cable drops
- EdgeMarc appliances in Tandem with a 3rd Party Firewall – Single Physical LAN
  - When customer has a firewall, EdgeMarc is deployed using the proxy ARP feature
  - The LAN switch will pass data to the firewall and voice to the EdgeMarc
  - EdgeMarc will function as an eSBC with firewall functions turned off

#### Microsoft Teams Direct Routing:

This service adds the ability for organizations to route calls from their own telephony solution directly into Teams. This extends the ability for workforces to leverage Teams as their external phone system and achieving cost savings compared to using Microsoft’s equivalent solution.

## 2.2 APPLICATION AND COMMUNICATION INTEGRATIONS

### Kandy for Business Integration

Kandy is a robust unified communications platform manufactured by Ribbon and delivered by Juxto. Kandy UC can be combined with other UC products such as Microsoft Teams or Five9 Contact Center, or it can be solely implemented into an organization. These integrations can help organizations achieve higher availability SLA’s often required for frequent and mission critical communication use cases like Auto Attendants and Hunt Groups that would not be available otherwise with Microsoft Teams alone.

[For a full list of features of Kandy, please follow this link.](#)

## Contact Center Integrations

### Five9

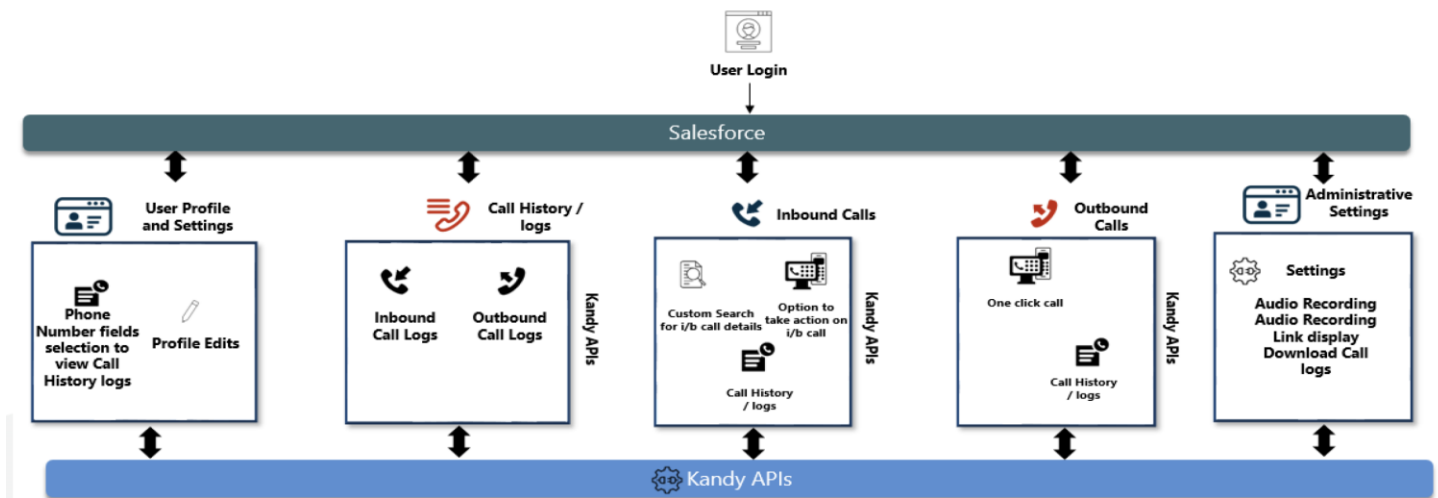
The Five9 cloud contact center application is considered the industry's premier solution and is priced accordingly positioning this application generally for large enterprises or instances in which performance, reliability, and functionality are critical.

### Kandy Contact Center

Ribbon has developed a contact center priced at less than one third of Five9s application positioning this product for smaller organizations or less demanding use cases.

## Salesforce

A proprietary Salesforce integration has been successfully completed for an existing five campus University Juxto client with over 600 users located in the Toronto market. The Salesforce integration is now fully available for all clients with numerous features.



## Custom Integration

An API through Kandy enables custom integration to deliver custom use cases for our Customers. This approach would require consultation with our Professional Services organization and one-time service fees

## Microsoft Teams Integration

Microsoft Teams is a unified communications and collaboration platform included in most Office 365 subscriptions. This service integrates directly with Microsoft Teams Direct Routing for End Users, which enables outbound calling from Microsoft Teams apps:

- Out-of-the-box integration through our Microsoft-certified network. End users can place external calls right from within Microsoft Teams apps, delivered through the Real-Time Communications network.

- Subscription model (per minute) billing as opposed to Microsoft's per user subscription (which can provide cost optimization depending on actual usage).

*Note: MS Teams Phone System licensing is required in order to receive this service*

## **Analog**

Analog devices can be supported by the delivery system by introducing a Cisco Analog Telephone Adapter (ATA) into the environment. Common devices/use cases that will require a Cisco ATA are:

- Paging Systems
- Security Alarms
- Credit Card Terminals
- Fax
- Analog Phones

## **Bring Your Own Carrier Services**

This service can enable an implementation in which the End User consumes carrier services directly with a different carrier by way of providing SBC as a Service to the End User. While Synoptek will be more competitive for the End User than going direct this strategy allows enterprises to manage contracts or complex migrations to many users across many sites.

## **PSTN**

Public Switched Telephone Network (PSTN) is the aggregate of the world's circuit-switched telephone networks that are operated by national, regional, or local telephony operators, providing infrastructure and services for public telecommunication. The PSTN consists of telephone lines, fiber optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables, all interconnected by switching centers, thus allowing most telephones to communicate with each other. Originally a network of fixed-line analog telephone systems, the PSTN is now almost entirely digital in its core network and includes mobile and other networks, as well as fixed telephones.

The Modern Edge bundles include 10,000 minutes and allows optional additional PSTN in bundles of 10,000 minutes per month aggregated for the organization across all of its users.

## **DID**

Direct Inward Dialing (DID) is a telecommunication service offered by telephone companies to subscribers who operate a private branch exchange (PBX) system. The feature provides service for multiple telephone numbers over one or more analog or digital physical circuits to the PBX, and transmits the dialed telephone number to the PBX so that a PBX extension is directly accessible for an outside caller, possibly by-passing an auto-attendant.

## **TFN**

Toll-Free Telephone Numbers (TFN) A toll-free telephone number or freephone number is a telephone number that is billed for all arriving calls instead of incurring charges to the originating telephone subscriber. For the calling party, a call to a toll-free number from a landline is free of charge.

A toll-free, Freecall, Freephone, 800, 0800 or 1-800 number is identified by a dialing prefix similar to a geographic area code, such as 909 (the area code that covers eastern Los Angeles County and southwestern San Bernardino County). The specific service access numbers vary by country.

### International

International calling is available for most countries. Certain high-risk countries are generally excluded unless expressly requested by End Users. Juxto updates international rates periodically throughout the year

## 2.3 DEVICE AS A SERVICE (DaaS)

For select phone devices, we will capitalize the equipment for an implementation and enable the ability to "subscribe" monthly to the device over a minimum 36 month term. The Customer will never own the device, but will receive the full warranty benefits during the subscription term. Once the term has ended, the user has the option to upgrade the device or to continue the subscription on a month-to-month basis.

Devices include but are not limited to:

- **Microsoft Teams Integrated Yealink Office Phones:** Yealink T58A MS Teams Edition, Yealink T56A MS Teams Edition, Yealink T55A Skype for Business / MS Teams
- **Poly Office Phones:** Poly VVX 150, Poly VVX 250, Poly VVX 350, Poly VVX 450, Poly VVX 501, Poly VVX 601
- **Poly Conferencing Phones:** Poly Trio 8500 Conference Phone, Poly Trio 8800 Conference Phone
- **Microsoft Teams Integrated Yealink Conferencing Phones:** Yealink MVC300-Wired MS Teams Video Conferencing System - MVC300-N7i5

## 3 SERVICE REQUIREMENTS

The following specifications are required for Synoptek's Real-Time Communications Service:

- The Real-Time Communications service requires a 36 month customer commitment.
- Client agrees that the number of licenses ordered cannot be subsequently reduced by decommission requests, beyond ten percent of what is ordered on this Sales Order.
- If sessions burst higher than 15% for three consecutive months, the next session block will automatically be added to the fourth month's billing.

## 4 APPENDICES

### 4.1 ACCEPTABLE USE POLICY

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Synoptek, LLC ("Synoptek") including Internet service. The policy is designed to protect the security, integrity, reliability, and privacy of both the Synoptek network and the products and services Synoptek offers to its customers. Synoptek reserves the right to modify this policy at any time, effective immediately upon posting of the modification. Your use of Synoptek's products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your

use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service. All references to currency are to the currency of the country in which Synoptek products and services are delivered.

#### **WHAT USES ARE PROHIBITED?**

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Synoptek's products or services, if in the sole judgment of Synoptek such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or non-United States law or regulation; (b) threatening or abusive; (c) obscene; (d) indecent; (e) communicates hatred; or (f) hacking or unauthorized use of a computer. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.
2. Uses that give rise to civil liability or that violate the rights of Synoptek or any third party, including but not limited to violations of rights relating to: copyright infringement, trademark infringement, patent infringement, misappropriation of trade secrets and defamation.
3. Reproducing, distributing, selling, reselling or otherwise exploiting the services or content provided by Synoptek or which is obtained through the services for any commercial purposes without Synoptek's express written consent.
4. Copying, distributing, sub-licensing or otherwise making available any software or content Synoptek provides or makes available to customer or which customer obtains through the services, except as authorized by Synoptek.
5. Deceptive marketing practices.
6. Actions that restrict or inhibit anyone - whether a customer of Synoptek or otherwise - in his or her use or enjoyment of Synoptek's products and services.
7. Introduction of malicious programs into the Synoptek network or servers or other products and services of Synoptek (e.g., viruses, trojan horses and worms).
8. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.
9. Executing any form of network monitoring that will intercept data not intended for the customer.
10. Circumventing user authentication or security of any host, network or account.
11. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
12. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
13. Any use of services that creates an unusually large burden on Synoptek's network, including but not limited to use of services to operate call centers and telemarketing, automatic (robo) dialer systems, queuing calls, extensive call forwarding, continuous call session connectivity, monitoring services and any other activity that is inconsistent with reasonable personal or business usage patterns at Synoptek's sole discretion.
14. Failing to comply with Synoptek's procedures relating to the activities of customers on Synoptek-owned facilities.

15. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Synoptek's products or services.
16. Assigning a direct inward dialing number to multiple users without Synoptek's express consent.
17. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
18. Using harassing or abusive language or actions, whether verbal, written or otherwise, with Synoptek's employees, suppliers, agents, representatives and any Internet users or groups.
19. Impersonating other Synoptek subscribers and engaging in fraudulent activities, including but not limited to, forging anyone's digital or manual signature or mail header information.
20. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
21. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
22. Use of unsolicited E-mail originating from within the Synoptek network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Synoptek or connected via the Synoptek network.
23. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.
24. Attempting to receive any services without paying applicable fees.
25. Modifying or disassembling services or equipment.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

#### **UNLIMITED MINUTES**

Synoptek's unlimited minute calling plans include: (i) unlimited minutes to the 48 contiguous states but not Alaska, Hawaii, Puerto Rico, Guam, Virgin Islands, Mariana Islands and all other off-shore insular areas which are subject to 50 cent per minute calling rates; and (ii) the provinces of Canada but not the Yukon, Northwest and Nunavut Territories, which are subject to 50 cent per minute calling rates.

#### **ABUSABLE RESOURCES**

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

#### **ENFORCEMENT**

Synoptek may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, Synoptek attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence;



however, Synoptek reserves the right to suspend or terminate based on a first offense. If Synoptek, at its sole discretion, suspects that a customer may have breached any requirement of this policy, it may investigate and audit a customer's account and use of services and Synoptek may immediately suspend or terminate any or all of the customer's services if the customer does not cooperate with any such investigation of audit.

#### **ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE**

Synoptek makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon Synoptek technology, and makes no guarantee that any other entity or group of users will be included or excluded from Synoptek's network. In addition, Synoptek may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

#### **QUESTIONS?**

If you are unsure of whether any contemplated use or action is permitted, please contact Synoptek at CustomerSupport@synoptek.com or call (888) 796-6783.

### **4.2 DEVICE RENTAL AGREEMENT**

The following shall apply to any Equipment leased or rented from JUXTO or assigned by JUXTO ("Assignor") to third-party leasing company:

#### **(a) Lease or Rental Period**

The lease or rental period shall begin on the delivery date of the Equipment and shall continue through the period specified in the applicable Customer Order.

#### **(b) Rent.**

"Rent" means the monthly rent detailed on the Rental Program Sales Order Forms together with all other amounts payable by Customer under this Agreement, which shall be paid in the manner described in Section 2 above. The parties acknowledge that rental of Equipment is a net rental, which cannot be cancelled during the initial term and will not terminate if the Equipment is damaged or destroyed. Customer's obligation to pay Rent is unconditional and is not subject to any reduction, defense, counterclaim, set off, recoupment or interruption, except as otherwise provided in this Agreement.

#### **(c) Movement of Equipment, Additions and Changes**

Equipment shall be moved only by JUXTO or with the prior written approval of JUXTO. Charges for moves, additions and changes shall be those charges in effect at the time.

#### **(d) Upgrades, Modifications, Alterations and Attachments to Equipment**

The Customer may request modifications to the Services ("Service Modifications") by submitting a request to your client representative. Service Modifications are subject to the same terms and conditions as the original contract and are renewed concurrently with the original contract. Customer may request that JUXTO make model or feature changes to the Equipment, provided that Customer agrees to pay JUXTO'S then current pricing in effect for the new Equipment, based upon the length of the lease period and agrees to lease or rent the new equipment for, at a minimum, the remainder of the lease period in effect for the replaced Equipment. Customer may also request that JUXTO upgrade equipment owned by Customer provided that Customer agrees to pay JUXTO'S then current pricing in effect for such upgrade. Customer shall not make any modifications, alterations, relocations or attachments to the Equipment without the prior written approval of JUXTO.

#### **(e) Installation/Removal**

Installation or removal of Equipment, modifications, relocations, alterations and/or attachments will be performed by JUXTO between the hours of 8:30 am and 5:00 pm, Monday through Friday, excluding holidays. Unless otherwise stated

in a Customer Order, installation and removal charges are not included in the monthly lease or rental charge for the Equipment, which shall be subject to then current pricing. Installation or removal at times other than those stated above shall be subject to an additional charge provided that such installation or removal occurs at the request of Customer or due to a Customer default.

**(f) Return of Equipment**

Upon termination of any lease of Equipment, Customer shall promptly return the Equipment to JUXTO in the same condition as provided, normal wear and tear excepted. Customer shall deliver the Equipment, at its own cost, to the location designated by Owner. If any Equipment is damaged when returned, Customer shall replace the Equipment or pay the costs of repair or replacement. Notwithstanding the foregoing, if Customer has paid all Rent for 36 months and is not in default hereunder, Customer may elect, upon 30 days' prior written notice to JUXTO, to (1) retain the Equipment (or any portion thereof) as Customer's property, free of all encumbrances and the interest of JUXTO, in which case title to the Equipment shall automatically pass to Customer and JUXTO shall promptly take all action necessary to eliminate any encumbrance on the Equipment; or (2) return the Equipment (or any portion thereof) to JUXTO in good working condition, in which case JUXTO shall pay Customer an amount equal to 6 months' Rent for the portion of the Equipment returned in good working condition, less any damage assessments in accordance with this Section.

**(g) Risk of Loss**

Customer shall bear the risk of loss or damage to, or theft of, the Equipment from and after the date of delivery until such time as the Equipment is removed by JUXTO or returned by Customer, and shall keep the Equipment free of all security interests, liens and encumbrances. Customer shall indemnify and save harmless JUXTO from and against any loss or damage to, or theft of, the Equipment, or any loss or damage in any way arising from a security interest, lien or encumbrance upon the title to the Equipment, unless such loss or damage is caused by the negligence of JUXTO or imposed by a creditor of JUXTO. JUXTO may require Customer to provide evidence of insurance in the form of a certificate of insurance.

**(h) Use and Preservation of the Equipment**

Customer shall use the Equipment in a careful and proper manner, shall comply with all applicable laws and regulations in the conduct of its business, shall cause the Equipment to remain in the United States of America or Canada, and shall maintain the Equipment in good repair and condition, ordinary wear and tear excepted.

**(i) Remedies**

Upon an occurrence of a Customer default, JUXTO shall have the right to exercise any one or more of the following remedies: To declare the entire amount of Rent hereunder immediately due and payable without notice or demand; to sue for and recover all Rents, and other payments, then accrued or thereafter accruing; to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; to terminate this Agreement; to pursue any other remedy at law or in equity.

## 4.3 ADDITIONAL DISCLOSURES

### EMERGENCY 911

LICENSEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT JUXTO'S VOICE SERVICE IS INTERNET BASED AND THEREFORE 911/E911 SERVICES ARE DIFFERENT FROM TRADITIONAL WIRELINE BASED SERVICES AND ARE OR MAY BE ONLY PROVIDED WITH CERTAIN SERVICES IF SPECIFICALLY DEFINED IN ADDENDUM(S), EXHIBIT(S), SCHEDULES, SLSS, LICENSE TERMS, SERVICE AGREEMENTS, AND ATTACHMENTS TO THIS AGREEMENT, AND INCLUDING OTHER APPLICABLE ADDENDA, AND APPLICABLE ONLINE TERMS & CONDITIONS, ALL OF WHICH ARE FULLY INCORPORATED HEREIN BY REFERENCE. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER JUXTO, ITS UNDERLYING CARRIER(S), NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR

IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND LICENSEE HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO LICENSEE. LICENSEE FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS JUXTO FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OR LICENSEE OF LICENSEE. LICENSEE ACKNOWLEDGES AND AGREES THAT ANY INJURY ARISING OUT OF A LACK OF OR MISROUTING OF 911 CALLS, REGARDLESS OF WHETHER THE CALL FAILED OR WAS ROUTED BY A PUBLIC SAFETY ANSWERING POINT OR AN OFFICIAL EMERGENCY OPERATOR, IS NEITHER THE FAULT NOR LIABILITY OF JUXTO AND LICENSEE HOLDS JUXTO AND ITS SUBSIDIARIES AND AFFILIATES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY DAMAGES OR LIABILITIES. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY. FOR MORE INFORMATION, VISIT [WWW.JUXTO.COM/E911](http://WWW.JUXTO.COM/E911)

### **TOLL FRAUD**

The Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which JUXTO is billed that are passed through to the Customer for billing to Customer's customers (collectively, "Fraudulent Calls"). Customer shall not be excused from paying JUXTO for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. For clarity the Customer shall be responsible to manage the security of the system that permits access to voice mail, web portal, and remote phone features.