



# Douglas Telecom, Inc.

GLOBAL TECHNOLOGY AT A PRICE CLOSE TO HOME

707 SW Washington St. #1410 • Portland, OR 97205 • tel. 503 221 9778 • fax 503 972 0399

## International Toll Free Services Agreement

This Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2008 ("Agreement Effective Date"), between Douglas Telecom, Inc. (together with its Affiliates, "DTI") and \_\_\_\_\_, a(n) \_\_\_\_\_ corporation ("Customer").

DTI hereby agrees to provide international toll free service at the rates and conditions outlined below to customers who sign up for international toll free service by means of this form.

Please fill in the origination countries for which you would like a toll free number assigned, as well as the local destination number that the toll free calls should ring on. If you will be using a SIP-capable device (VoIP telephone, router or other) please fill in "SIP" as the destination.

Origination Country	"Ring To" (aka Local Destination) Number

### Overflow Call Handling.

If the number of calls on your toll free number exceeds the number of telephone lines that you have available at your office to answer them (for example, if you have only ten local telephone lines, but 11 calls to your toll free number), you have three choices:

Option #1 - The overflow callers will hear a busy signal.

Option #2 - The overflow calls are allowed to go to my pre-existing voicemail system.

Option #3 - The all callers will hear a prompt "Please wait while your call is being connected", and in the meantime listen to on-hold music. The system will call and check every minute to see if a line becomes available at your location to answer the call (not busy). The prompt message and on-hold music may be customized. Please ask your sales representative for details on customization.

Option #4 - The overflow callers will be sent to voicemail. You will receive an email notification of the new voicemail message, which you can listen to on the computer and/or by calling a DTI-designated local number.

There is no charge for option #1, #2 or #3. For option #4 there is a one-time set-up fee of \$100.00 but no recurring charges after that. We can also provide a web interface to monitor waiting calls -- please ask your sales representative for details.

Please indicate below which overflow call handling option you choose.

- Option #1 (no charge)
- Option #2 (no charge)
- Option #3 (no charge)
- Option #4 (one-time \$100.00 set-up fee)

### Usage Costs.

The following rates are subject to change on a seven day written notice. If the rates are not specifically agreed to by the customer within seven days of the written notice, the service will be terminated.

Please send the rate change notice to the following person's attention:

Name: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

In the case of a rate change I request that my service not be suspended but instead that the service be continued at the new rates.

5¢ per minute for calls originating in Belgium, Canada, Germany and Netherlands.

10¢ per minute for calls originating in Australia, Bahamas, Brunei, Cyprus, Czech Republic, Denmark, France, Greece, Hong Kong, Italy, Luxembourg, New Zealand, Poland, Portugal, Singapore, South Africa, South Korea, Switzerland, United Kingdom, Venezuela and Vietnam.

15¢ per minute for calls originating in Bahrain, Bermuda, Botswana, Brazil, Cayman Islands, Dominican Republic, Guatemala, Hungary, Ireland, Jamaica, Norway, Panama, Russia, Sweden, Thailand, Trinidad & Tobago and Uruguay.

20¢ per minute for calls originating in Austria, Barbados, Dominica, Egypt, Finland, Grenada, Indonesia, Israel, Mexico, St. Kitts & Nevis, St. Lucia and Taiwan.

There are no additional charges when you forward calls to a telephone number in the contiguous (lower 48) US states or receive the calls on a SIP-capable device (VoIP telephone, router or other). Calls forwarded to non-US telephone numbers will be billed at the current international rate (see [http://douglastelecom.com/international\\_rates.htm](http://douglastelecom.com/international_rates.htm) for current international rates). Calls forwarded to telephone numbers in the US Virgin Islands and Puerto Rico will be billed an additional 4¢ per minute; calls forwarded to telephone numbers in Alaska or Hawaii will be billed an additional 6¢ per minute.

Recurring Payments.

\$10.00 per month per international toll free number.

Call Duration.

By default all call durations are unlimited, but you may choose to have them limited to this duration: \_\_\_\_\_ minutes (\_\_\_\_\_ initial).

Calls are rated in one minute increments, rounded up to the nearest cent. The call timer starts (start time) from the time the dialing has been completed; the call timer stops (end time) when either call party hangs up. The length of the call is calculated by subtracting the start time from the end time.

Taxes.

No additional fees and/or surcharges will be applied other than described above. Your total costs will be based on the actual usage as per the rates above, plus mandatory local, state and federal taxes.

Non-Recurring Payments.

Set-up fee: \$25.00 per number

Termination of Service.

Customer is hereby granted option to cancel service partially or in full by means of the service cancellation form available online at [http://www.douglastelecom.com/forms/cancel\\_toll-free.pdf](http://www.douglastelecom.com/forms/cancel_toll-free.pdf). Upon receipt of the fully executed service cancellation form, DTI will cancel the service partially or in full as indicated on the form within (14) (30) (60) (90) (120) (initials: \_\_\_\_\_) ("notice period") days as long as the account is not past due. There are no disconnection fees.

Duration of Service.

DTI hereby reserves the right to discontinue services to the Customer upon a (30 plus "notice period") day written notice. For example, if you choose a 120-day notice period DTI will be required to provide you with an advanced notice of 150 days prior to discontinuing or modifying the service, other than rate changes (for rate changes see Usage Costs).

Invoicing.

DTI will generated an invoice no more than once a month. Each invoice will include a full list of calls received, duration of the calls (measured in seconds), numerical caller ID (if available), total charge for the call and subtotals for each toll number on your account. Additional real-time reports are available online. Please contact your sales representative for details.

Late Fees.

For the purposes of this Agreement a late fee is set at five percent of the balance past due, but not less than twenty-five dollars, and interest is set at 0.05% per day and calculated daily on all past due balances. A balance is deemed past due if not fully paid within three business days from the invoice date if payment is to be made by credit card or fourteen business days if payment is to be made by other means (check, money order or other).

Payment.

If you will be paying by credit card, please fill out the Credit Card Authorization Form. If payment for your account is to be made by other means, please request a copy of the net terms application.

**This Agreement shall be effective as of the date of the last Party to sign.**

***DTI's Standard Terms and Conditions of Sale and Service (as published at <http://www.douglastelecom.com/terms.htm>) are incorporated by reference and are an integral part of this Agreement. In the event of a conflict between the standard terms and conditions and this agreement, this agreement will prevail.***

Date: \_\_\_\_ of \_\_\_\_\_ 2008

Date: \_\_\_\_ of \_\_\_\_\_ 2008

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name:  
Title:  
Company:  
Address:

Douglas Telecom, Inc.  
707 SW Washington St #1410  
Portland OR 97205



# Douglas Telecom, Inc.

INTERNET SOFTWARE & DATABASE SOLUTIONS

707 SW Washington St. #1410 • Portland, OR 97205 • tel. 503 221 9778 • fax 503 972 0399

## Credit Card Authorization Form

By signing this form, I agree to abide by Douglas Telecom's Terms and Conditions of Sale as published on their website at <http://www.douglastelecom.com/terms.htm>. I acknowledge that the DTI VoIP Service is an Internet-based, telecommunications service and is not a traditional, analog telecommunications service. Accordingly, Buyer further acknowledges and agrees that, due to the nature of the DTI VOIP Service, traditional Emergency 911 Calling Service may not be available to Buyer when using the DTI VOIP Service under certain circumstances or at all and, if available, shall be subject to the Terms.

I acknowledge and understand that DTI will not be liable for any service outage and/or inability to dial 911 using your service or to access emergency service personnel due to the 911 dialing characteristics and limitations set forth in this document. I agree to defend, indemnify, and hold harmless DTI, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing. I acknowledge that DTI does not offer primary line or lifeline services, and that DTI strongly recommends that you always have an alternative means of accessing traditional 911 services.

Furthermore, I agree that this sales agreement shall be deemed made in, and shall be governed by, the laws of the State of Oregon. The venue for any disputes arising out of any sales agreement shall be, at DTI's sole and exclusive option, Multnomah County, Oregon, or the courts with proper jurisdiction at the Buyer's location. In the event DTI files a claim against the Buyer in a court of law for the purpose of enforcing DTI's security interest in the Products or Services or places account with a collection agency, the Buyer agrees to pay seven hundred and fifty dollars default fee to DTI and cover any and all costs associated with such action, including without limitation, attorney's fees, collection agency fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. In the event the sales invoice shall be placed by DTI in the hands of an attorney or a collection agency for the purpose of collection, with or without litigation, or for the purpose of enforcing DTI's security interest in the Products or Services, the I agree to pay any and all costs associated with such placement, including without limitation, attorney's fees, collection agency fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings.

By signing this form, I agree to abide by Douglas Telecom's Terms and Conditions of Sale as published on their website at <http://www.douglastelecom.com/terms.htm>. I am the authorized account holder for the credit card listed below. I have read, understood and agree to be bound by the Terms and Conditions of Sale (see <http://www.douglastelecom.com/terms.htm>). I hereby authorize Douglas Telecom to charge this card for all charges that are placed on my account with Douglas Telecom. I understand that I can withdraw this authorization at any time by sending Douglas Telecom a written notice to the address above.

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV#: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

*Please sign and fax this form to Douglas Telecom at 503 972 0399 and it will be processed promptly.  
This form may also be mailed to: Douglas Telecom, Inc, 707 SW Washington St #1410, Portland, Oregon 97205*

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