



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

Toll Free Services Agreement

This Agreement ("Agreement") is entered into on the _____ day of _____ 2009 ("Agreement Effective Date"), between Douglas Telecom, Inc. (together with its Affiliates, "DTI") and _____, a(n) _____ corporation ("Customer").

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

Please fill in the toll free numbers that you would like to have transferred to our service in the table below, as well as the local destination number(s) that the toll free calls should ring on. For example, calls to our toll free number (800-551-1384) ring on the telephone lines associated with our local number (503-221-9778). If signing up for a new number, under Toll Free Number fill in "new."

If the toll free number is to be used with our electronic fax option, please enter "electronic fax" as the destination and include the electronic fax sign up form with this agreement.

There is a one-time \$25.00 fee to acquire vanity numbers or to port your existing numbers to our service. If requesting a vanity number, please fill in the desired number followed by "(vanity)" in the Toll Free Number column. The \$25.00 fee only applies if the number is successfully acquired.

Toll Free Number	"Ring To" (aka Local Destination) Number

**If transferring existing numbers, please also fill out page 5 of this form*

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 the voicemail system on my local line(s).

Option #3 - The overflow 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 office 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 or #2. 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 (see previous page).

- 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.

3¢ per minute for calls originating in the continental US

20¢ per minute for calls originating in AK

6¢ per minute for calls originating in Canada, GU, HI, PR and VI

99¢ per call payphone surcharge (applies only if call originates from a payphone)

Minimum Usage.

For the purposes of this agreement, a minimum usage is set at \$10.00 per month.

Call Duration.

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

Calls from the continental US are rated in one second increments and rounded up to the nearest cent. Calls from AK, GU, HI, PR and VI 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.

Free call blocking is available. Customer may choose to block calls based on specific caller ID or origination area code. If you would like calls from certain locations blocked, please attach a sheet listing the locations and/or area codes you would like blocked.

Taxes.

No additional fees and/or surcharges will be applied other than described in this document. 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~~ waived

Modifications and Changes.

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. Upon receipt of the fully executed service cancellation form, DTI will cancel the service partially or in full as indicated on the form within (*circle one*) (14) (30) (60) (90) (120) (initials: _____) ("notice period") days as long as the account is not past due. There are no disconnection fees. DTI hereby reserves the right to discontinue services to the Customer upon a (30 plus "notice period") day written notice. Customer's failure to pay an invoice by the due date may result in cessation of some or all services provided by DTI.

Invoicing.

DTI will generate 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.

Warranties and Liabilities.

DTI HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED AS TO THE PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DTI WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST, OR EXPENSE FOR BREACH OF WARRANTY. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, DTI EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON DTI BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

DTI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT OR SERVICES TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF DTI HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

DTI SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM THE PROVISION, OR CUSTOMER'S USE, OF SERVICES (INCLUDING 911 SERVICE), OR FROM THE UNAVAILABILITY OF THE SERVICE (INCLUDING 911 SERVICE), INCLUDING, WITHOUT LIMITATION, RELIANCE BY ANY PERSON ON THE AVAILABILITY OF 911 SERVICE, OR LIABILITY TO THIRD PARTIES, HOWEVER CAUSED, WHETHER BY THE ACT OR NEGLIGENCE OF DTI, OR OTHERWISE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, NO ACTION, REGARDLESS OF ITS FORM, ARISING UNDER THESE TERMS, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE ACTION AROSE.

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 0.045% per day and calculated daily on all past due balances. A balance is deemed past due for the purposes of late fees only 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).

Choice of Law, Forum and Venue.

This Agreement shall be deemed made in, and shall be governed by, the laws of the State of Texas. The forum and the venue for any disputes and claims, including but not limited to defamation, libel and confidentiality claims, arising out of any sales agreement and/or related to any transactions between DTI and Customer shall be, at DTI's sole and exclusive option, Washington County, Oregon, or Dallas County, Texas or the courts with proper jurisdiction at the Customer's location. Any provision of this agreement that is prohibited or unenforceable under the laws of the State of Texas shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of this agreement.

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. Until you are approved for net terms all payments are due immediately on the invoice date.

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

Customer

initial here

I have read, understood and agree to abide by the DTI's Standard Terms and Conditions of Sale (as published at <http://www.douglastelecom.com/terms.htm>).

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 _____ 2009

Date: ____ of _____ 2009

(Signature)

(Signature)

Name:

Title:

Company:

Address:

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Portland OR 97205



Douglas Telecom, Inc.

INTERNET SOFTWARE & DATABASE SOLUTIONS

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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, I further acknowledge and agree that, due to the nature of the DTI VOIP Service, traditional Emergency 911 Calling Service may not be available to me 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 Douglas Telecom's 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 me 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, me 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 I always have an alternate means of accessing traditional 911 services.

Furthermore, this Agreement shall be deemed made in, and shall be governed by, the laws of the State of Texas. The forum and the venue for any disputes and claims, including but not limited to defamation, libel and confidentiality claims shall be, at DTI's sole and exclusive option, Washington County, Oregon, or Dallas County, Texas or the courts with proper jurisdiction at the address below. Any provision of this agreement that is prohibited or unenforceable under the laws of the State of Texas shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of this agreement. In the event DTI files a claim against me in a court of law for the purpose of enforcing DTI's security interest in the Products or Services or places the account with a collection agency, I agree to pay a seven hundred and fifty dollar 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, 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.

I have read, understood and agree to be bound by the Terms and Conditions of Sale (published on <http://douglastelecom.com/terms.htm>). I am the authorized account holder for the credit card listed below. I hereby agree to pay and authorize Douglas Telecom to charge this card for all charges that are placed on _____'s (fill in customer name) 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. I am an authorized person acting on behalf of the account holder listed above. I agree that for the purpose of this agreement, "I" and "me" refer jointly to myself and to the account holder listed above.

Credit Card Number: _____ Exp. Date: _____ CVV#: _____

Signed: _____ Date: _____

Name (please print): _____

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, 14250 NW Science Park Drive, Portland, Oregon 97229*

Telephone Number Release Form

Only required for transferring existing number(s). Do not fill out this page if you are acquiring new number(s).

ID No.: _____

Name: _____

Company: _____

Address: _____

The undersigned, a duly-authorized representative of a customer, has decided to release and grant permission to control the telephone numbers below to Douglas Telecom, Inc.

_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____ Date: _____

Name (please print): _____

Company: _____

Address: _____

**The name and Address listed here must be written exactly as they appear on the current carrier's invoice.*