



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 _____ 2008 ("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 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."

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

**If transferring existing numbers, please also fill out page 3 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 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 #3 - 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 #3 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 (one-time \$100.00 set-up fee)

Usage Costs.

3¢ per minute for calls originating in the continental United States

20¢ per minute for calls originating in AK

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

75¢ 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.

Free call blocking is available. Customer may choose to block calls based on specific caller ID or origination area code.

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 second 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.

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~~ **WAIVED**

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. 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 and/or rates.

Invoicing.

DTI will generated 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).

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

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.*

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 #: _____ Exp: _____ 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*