



**1645 West Chester Pike, Suite 200 West Chester, PA 19382  
(888) 808-6111**

## Service Agreement

LSI Sales Rep: <b>Grudi Associates</b>		Rep ID:	Existing Account Number:
Customer Name: <b>ABC, Inc.</b>			
Physical Address: <b>1313 Peak Pike</b>			
City: <b>Peak</b>	County:	State: <b>PA</b>	Zip: <b>11717</b>
Electronic Billing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (\$3.89 mthly fee applies)		Billing email:	
Billing Address (if different from above):			
City:		State:	Zip:
Customer Contact: <b>Joe Smith</b>		Phone Number: <b>555-555-5555</b>	
Email Address: <b>president@abcinc.com</b>		Fax Number:	
Tax ID #:	Tax Exempt (YES or NO): <b>No</b>	Forms Attached: <input type="checkbox"/> Fed <input type="checkbox"/> State	
Current Local Service Provider: <b>Verizon</b>		Main Billing Telephone Number: <b>555-555-5555</b>	

**Local Calling Plan (check one):**  
 Per min. (if per min., please provide rate: (\_\_\_\_))    
 **Unlimited Local**    
 **Unlimited Local and LD\***  
\* Unlimited local and LD package is available for voice use only. Other restrictions apply. See Terms and Conditions.

Services To be Provided	QTY	Rate Per	Install fee	Calling Charges	Qty	Rate Per min.
Monthly Pots rate (per line)	2	27.00	waived	Calling Card (attach 4 digit PINs)		
Monthly Centrex rate (per line)				<b>Long Distance and Toll Free Services:</b>		
Monthly RCF rate (per call path)				Interstate Rate		.03
PRI with 100 DID #s	1	325.00	waived	Intrastate Rate		.03
Monthly Pots rate – unlimited local plan				Intralata (Toll) Rate		.03
Monthly Ctx. rate – unlimited local plan				Toll Free Resporg Included:		
Monthly Pots rate – unlimited local/toll/LD				Monthly Toll-Free Fee: <input type="checkbox"/> \$4.95 Stand-alone <input type="checkbox"/> \$10.00		
Monthly Ctx. rate – unlimited local/toll/LD				List Local Features:		
Voice Mail				features (cont.):		
Voice Mail Sub Boxes				Account Codes: Ver. <input type="checkbox"/> Non-Ver. <input type="checkbox"/>		<b>see attached form</b>
Comments:						

**Phone Numbers: List all Billing Telephone Numbers and the # of lines associated with that BTN to be switched to LSI**

BTN	Lines	BTN	Lines	BTN	Lines	BTN	Lines
555-555-5555	2 + PRI						

**Total Number of Local Lines: 2+PRI Term: 36 months**

By signing this form, I hereby change my preferred telecommunication carrier to Line Systems, Inc. (LSI) for local, local toll and long distance service as designated above. I understand that only one telecommunications carrier may be designated for each service and designate LSI as my agent to implement these changes. In addition, I authorize LSI to place a local, local toll and long distance "Don't Touch" (freeze) on all of my lines to prevent unauthorized changes to my account. I agree to pay all charges incurred on my LSI account and to adhere to the Terms and Conditions attached to this Service Agreement and contained in LSI's applicable tariffs. I represent that I am authorized to make these selections for the telephone lines and services listed.

Authorized Signature:	<b>LINE SYSTEMS, INC.</b>
Printed Name: <b>Joe Smith</b>	Printed Name:
Title: <b>President</b>	Title: <b>CONTRACT ADMINISTRATOR</b>
Date: 3/15/11	Date: <b>3/17/11</b>

## TERMS AND CONDITIONS

### 1. Rates and Service

Line Systems, Inc. (LSI) shall provide the Customer with the services indicated on the attached service agreement. During the term of these services, LSI will comply with all applicable rules and regulations filed with appropriate federal and state regulatory agencies which govern the tariffs associated with the services. In the event of a conflict between this agreement and such tariffs, the tariffs shall control. If any portion of this agreement shall at any time violate any law, the same shall not affect the remainder of this agreement, which shall be construed as if such portion had not been contained herein. Any additional services as required by the Customer shall become part of this agreement and subject to the same terms and conditions. Customer agrees to cooperate with LSI's representatives by allowing access to premises for installation of any equipment necessary to accomplish proper operation of the services. Customer acknowledges that LSI is subject to any and all regulated charges and fees, which are approved by state, federal, or any other applicable agencies, and that customer charges are subject to these changes.

### 2. Service Term

This agreement shall become effective upon complete execution by the parties. The term set forth on the service agreement shall commence on the Service Activation Date and shall automatically renew for successive term(s) unless cancelled prior to the expiration of a term. Because time is of the essence, timely notice is a necessity. Customer must inform Line Systems, Inc. of its intention to cancel said service by certified mail, return receipt requested at least 60 days prior to the expiration of the then current term. In the event of the early termination of this agreement by customer or termination by Line Systems, Inc. for material breach, Customer shall pay Line Systems, Inc. all non-recurring charges plus all recurring charges and the minimum long distance usage charges set forth in this service agreement. In the event of a customer caused delay in the Service Activation Date, LSI reserves the right to apply charges, and customer agrees to pay such charges, prior to activation. If the customer cancels service prior to the Service Activation Date, LSI shall bill customer \$500.00, plus any incremental NRCs charged to LSI for service implementation. Subject to aforementioned, the customer may elect to opt into a month to month term; LSI reserves the right to increase the recurring and usage charges effective the date the month to month term begins.

### 3. Billing and Payment Obligation

Billing for the service component will begin on the Service Activation Date, as specified, for the specific service type. The Service Activation Date is the date services were activated by LSI. Customer shall be billed for services monthly by LSI or its duly appointed billing agent, and Customer agrees to pay for services and any applicable federal, state and local taxes, regulatory surcharges and/or applicable fees associated with the services, within 25 days of the bill date. These credit terms will be provided when a routine credit check has been performed by LSI. This credit check procedure may result in a deposit or prepaid terms required by LSI. LSI may, at its discretion, change credit terms assigned. All billing disputes must be submitted in writing within 60 days of the date of the invoice on which the error or problem first appeared. Failure to comply with this timeframe requirement will result in a denied claim. The invoice shall be considered past due after 25 days of the bill date. Payment shall be remitted in U. S. funds to the current address of LSI. Interest of 1.5% (or as permitted by law) per month will be assessed on past due amounts. LSI will notify Customer by mail that the account is past due. If payment with interest has not been received within 30 days of the bill date service could be suspended and a reactivation fee will be assessed prior to reactivation of service. LSI reserves the right to charge a return check fee. Customer shall pay all collection costs including reasonable attorney's fees. All system implementation and training fees will be billed immediately following contract execution.

### 4. Quality of Service

No quality of service commitment is express or implied. Customer acknowledges and agrees that the Services are provided "as is, where is." Credit allowances for interruptions of service shall not be provided.

### 5. Unlimited Local and LD Package

To be eligible, Customer must select and retain LSI as its local, regional toll, and long distance provider. The use of dialers or equipment for the purpose of auto call center, telemarketing or other high call volume purposes is prohibited. In the event that usage exceeds double that of the average customer in the same area, LSI reserves the right to move customer to a different pricing plan. This plan only relates to domestic outbound usage and excludes offshore, international, Mexican, Canadian, calling card or inbound usage.

### 6. Use of Customer Information

In the course of providing service to Customer, LSI will obtain certain usage-related information about the type, quantity or amount of telecommunications services that Customer uses. This information is referred to as customer proprietary network information ("CPNI") under federal law. LSI also obtains and possesses information regarding the number called or the number from which a call was placed and the time, location or duration of any calls. This information is referred to as Call Detail Records. The use of the term CPNI includes Call Detail Records. You have the right, and we have a duty, to protect the confidentiality of Customer's CPNI. Under federal law, we may use your CPNI to provide service to you, to bill and collect for such services, to protect our property rights and as otherwise permitted or required by law. In addition, LSI may use CPNI to offer you better prices or packages of the types of services you currently receive from LSI. LSI will seek your approval in accordance with FCC rules prior to using CPNI to market other services to you. LSI will not disclose CPNI to independent contractors or joint venture partners without obtaining your prior approval in accordance with FCC rules. If you obtained service from LSI with the assistance of an independent Sales Agent, you hereby consent to LSI sharing CPNI with the Sales Agent(s) so that Sales Agent may use this information in marketing additional products and services to Customer offered by LSI or its affiliates. Sales Agent will not share this information with any third parties, nor use this information except as described above. You may withdraw this consent at any time by contacting LSI directly.

### 7. Liability, Indemnification and Warranty

LSI will respond promptly upon notification of any disruption of service and will promptly restore equipment and/or services under its control to a proper working condition. If it is determined that the disruption of service is the responsibility of others, LSI will notify Customer and, if it can be determined, notify the responsible party and continue to monitor and diligently solicit the responsible party to properly repair affected equipment or condition. In no event shall LSI and/or its third party providers be liable to Customer for damages or loss of any kind resulting from the use of the system or service(s). The services provided by LSI and/or its third party providers are without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. LSI and/or its third party providers will not be responsible or liable for, including but not limited to, any damages whatsoever arising out of or in connection with the use or performance of the service(s), including but not limited to, loss of use, data or profits, whether or not advised of the possibility of damage. Customer agrees to indemnify and hold harmless LSI and/or its third party providers. No defect, unfitness, or other condition of system equipment or service(s) shall relieve Customer of the obligation to pay any charges hereunder or perform any other obligations under this agreement.

### 8. Governing Law

The Agreement and the relationship between LSI and the customer shall be governed by the laws of the state of Pennsylvania without regard to its conflict of law provisions. LSI and Customer agree to submit to the personal and exclusive jurisdiction of the courts within the state of Pennsylvania, to the extent possible in Chester County, and waive any objection as to venue or inconvenient forum. The failure of LSI to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provisions, and the other provisions of the Agreement remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9. Prohibited Usage

You agree not to use the service or allow the services to be used for any illegal activities. You are responsible for all use and misuse, with or without your knowledge or consent, of the services. You understand and agree that the use of LSI's services without payment, as well as any attempt to avoid payment for service by fraudulent means is prohibited. You shall not use the services to disseminate any materials which LSI, in its sole discretion, deems to be offensive or inappropriate, including, but not limited to, materials which violate the rights of other parties, which are obscene or pornographic or which advocate hatred or violence against any person or group. You shall immediately cease dissemination of any such materials upon demand by LSI. You shall not disclose any information provided by LSI to you, including any login names, passwords or other security devices, to any other person or entity, or allow use of the services by or for the benefit of any other person or entity, including resale or redistribution of the services for profit or otherwise. You shall comply with any reasonable rules imposed by LSI in connection with the services at any time hereafter immediately following your receipt of notice thereof. You agree not to use LSI's services in the course of any criminal activity. You agree not to use LSI's services in the course of any conduct that constitutes tortuous activity, including but not limited to activity that constitutes defamation; fraud; false advertising; or violation of copyright, trademark, service mark, trade dress, or trade secret rights. You agree not to use LSI's services in the course of any conduct intended to harass, threaten, or abuse, or that is designed to harass, threaten or abuse, or that actually harasses, threatens, or abuses any person. You agree not to use LSI's services to distribute unsolicited commercial e-mail (UCE or SPAM). You agree not to use LSI's services to post or distribute obscene materials or other sexually explicit or violent materials, display or distribution of which is restricted by local, state, or federal law. In the event Customer participates in or carries out any of the aforementioned items LSI may immediately terminate this Agreement and any other service being provided to Customer, without notice.

10. Entire Agreement

This agreement sets forth the entire understanding between the parties and supersedes all prior understandings and oral arrangements, unless there is a written modification, amendment or rider executed by both parties and signed by both parties. It is agreed and acknowledged that this agreement was complete on its face when executed and that this agreement is made and accepted on the express warranty and representation that the Customer has the authority to negotiate this agreement. The waiver by any party of any term or condition of this agreement at any time shall not be construed as a waiver of that or any other term or condition at any other time.

11. Force Majeure

LSI shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers, or other difficulties as may occur in spite LSI's best efforts.

Customer Initials: \_\_\_\_\_

