

**TELE-ONE COMMUNICATIONS
SERVICE AGREEMENT**

The undersigned _____ hereafter referred to as subscriber, hereby, subscribes to the services of Tele-One Communications in accordance with the terms and conditions below.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT TELE-ONE COMMUNICATIONS WILL NOT COMMENCE the provision of telephone answering service to the SUBSCRIBER until such time SUBSCRIBER executes this agreement and returns it to TELE-ONE COMMUNICATIONS with completed account information and payment in the amount of **two month's basic monthly charge and the initial setup fee.**

ALL AMENDMENTS TO THIS AGREEMENT AND SUBSCRIBER PROCEDURES MUST BE IN WRITING, SIGNED BY AUTHORIZED REPRESENTATIVE AND ACCEPTED BY AUTHORIZED REPRESENTATIVE OF TELE-ONE COMMUNICATIONS

ANSWERING SERVICE RESPONSIBILITIES:

TELE-ONE COMMUNICATIONS CANNOT WARRANT OR GUARANTEE THAT SERVICE ERRORS WILL NOT OCCUR. TELE-ONE COMMUNICATIONS pledges its best efforts. The SUBSCRIBER acknowledges by executing this agreement that TELE-ONE COMMUNICATIONS will not be liable for ANY errors, damages, incidental or consequential, or loss of revenue. TELE-ONE COMMUNICATIONS has limited liability for any actual damages. IN NO EVENT WILL TELE-ONE COMMUNICATIONS LIABILITY BE GREATER THAN ONE MONTH'S BASIC SERVICE CHARGE.

Answering service shall mean, WITHIN EQUIPMENT CAPABILITIES, answering calls made to the SUBSCRIBER'S incoming telephone line to the SUBSCRIBER in the manner indicated in writing and signed by the SUBSCRIBER.

SUBSCRIBER RESPONSIBILITIES:

PROVISION OF INFORMATION: SUBSCRIBER shall provide TELE-ONE COMMUNICATIONS with current telephone numbers answered by TELE-ONE COMMUNICATIONS, current office locations, current names of persons authorized to receive information concerning calls, current and correct telephone, pager and mobile numbers for employees and persons authorized to receive call, current and correct information of persons who will be receiving calls as ON CALL EMPLOYEE(S). SUBSCRIBER shall provide TELE-ONE COMMUNICATIONS current billing information.

Should SUBSCRIBER fail to provide TELE-ONE COMMUNICATIONS with any of the above information, SUBSCRIBER accepts full responsibility for any resulting errors, damages or loss of revenue.

TELE-ONE COMMUNICATIONS will not be held liable in any way for SUBSCRIBER'S employee's failure to respond to SUBSCRIBER'S messages.

SUBSCRIBER AGREES AND UNDERSTANDS THAT CHARGES ARE DUE IN FULL BY THE TENTH (10) OF THE MONTH. SUBSCRIBER further acknowledges that should statement not be received by SUBSCRIBER on or before the 30th day of the month, SUBSCRIBER agrees to contact TELE-ONE COMMUNICATIONS and obtain copies of SUBSCRIBER'S statement. SUBJECT TO STATE LAW, A LATE PAYMENT CHARGE OF THE LESSER OF THE MAXIMUM LAWFUL INTEREST RATE OR 1.5% PER MONTH MAY BE ASSESSED ON OVERDUE BALANCES.

TERMINATION OF SERVICE:

TELE-ONE COMMUNICATIONS and SUBSCRIBER acknowledges that this agreement may be terminated upon thirty (30) days written notice by the terminating party.

TELE-ONE COMMUNICATIONS reserves the right to terminate this agreement without notice and discontinue all service on or after the 10th day of any month if the subscription charges become thirty (30) days or more delinquent. Such termination shall not preclude recovery of any and all sums due TELE-ONE COMMUNICATIONS hereunder, together with attorney's fees, court costs and all costs of collections.

If answering service is disconnected for non-pay, there will be a **\$25.00 reconnect fee** due at the time of reconnection.

INTERRUPTION OF SERVICE:

TELE-ONE COMMUNICATIONS will not be liable or obligated in any manner, nor shall it be considered a breach of its duties hereunder, should TELE-ONE COMMUNICATIONS be unable, due to equipment failure, acts of God or any other cause beyond the control of TELE-ONE COMMUNICATIONS, to provide SUBSCRIBER the service described herein.

TELE-ONE COMMUNICATIONS RATE INCREASES:

SUBSCRIBER acknowledges that the rate applicable to the service provided hereunder may be adjusted by TELE-ONE COMMUNICATIONS upon thirty (30) day written notice. Such adjustments shall take effect without otherwise affecting the terms of this agreement.

SEVERABILITY CLAUSE:

In the event a court of competent jurisdiction determines that any provision of the Agreement is void or not enforceable, such determination shall affect only the provision in question and shall not impair the remaining provisions.

PAYMENT OF SERVICES:

SUBSCRIBER agrees to pay TELE-ONE COMMUNICATIONS **\$95.00 per month** basic charge and any additional charges not limited to those detailed below that you select when applicable. AN INITIAL SET UP FEE OF **\$25.00** (ONE TIME FEE) will be due when service is established. The recurring cycle will be calendar month. Clients starting during the billing cycle should expect a prorated bill to adjust their account to a calendar month. The system usage allowance included in the base rate is 60 minutes of system time excluding hold time. System usage in excess of the base allowance will be billed at the rate of \$.95 per minute.

DEDICATED LOCAL NUMBER OR DEDICATED 800 ANSWERING SERVICE ACCESS

\$10.00 PER MONTH FLAT RATE

WAKE-UP SERVICE

\$20.00 per month flat rate

VOICE MAIL SERVICE

\$20.00 voice mail only

\$27.50 voice mail with 1 dial out

\$35.00 voice mail with 2 dial outs

All charges are subject to any applicable taxes.

TELEPHONE CALLS MAY BE MONITORED BY SUPERVISORY PERSONNEL, RECORDING DEVICES OR BOTH TO ENSURE QUALITY CONTROL.

NAME _____

(STATUS) _____ CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP

TAX_ID _____ SS# _____ DL# _____ STATE _____

Company Name

Owner's Name

Address

City State Zip

Telephone

BILLING INFORMATION:

Billing Name

Address

City State Zip

Subscriber's contact for billing _____

Please e-mail invoices to _____

Contact Telephone number _____

Signature of Customer Title Date

TELE-ONE COMMUNICATIONS Title Date

Account Information Sheet

DATE: _____

SERVICE BEGIN DATE: _____

ANSWERING PHRASE: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

OFFICE NO: _____
SECOND LINE: _____
THIRD LINE: _____
FAX NO: _____
OWNER: _____
RES NO: _____
PAGER NO: _____
MOBILE NO: _____
EMAIL: _____

OFFICE HOURS: _____
LUNCH HOURS: _____
OFFICE EMAIL: _____
MANAGER: _____
RES NO: _____
PAGER NO: _____
MOBILE NO: _____
EMAIL: _____

PERSONNEL AUTHORIZED TO PICK UP OR RECEIVE CALLS:

NAME	RES NO:	MOBILE NO:	EMAIL:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TYPE OF BUSINESS, OPERATION OR SERVICE YOU PROVIDE:

INFORMATION NEEDED FROM YOUR CALLERS:

NAME _____ COMPANY _____ ADDRESS _____ PHONE NUMBER _____ MESSAGE _____
WILL YOU ACCEPT COLLECT CALLS: _____ YES _____ NO
DO WE ASK IF THE CALL IS AN EMERGENCY? _____
DO WE ASK NATURE OF THE ER/SERVICE? _____
WHAT DO YOU CONSIDER AN EMERGENCY? _____

DIRECTIONS TO OFFICE: _____

INFORMATION NEEDED FOR DISPATCHING MESSAGES

HOLD ROUTINE CALLS, WILL CHECK IN: _____ YES _____ NO

TEXT ERS AND HOLD ROUTINE CALLS: _____ YES _____ NO

TEXT AT _____ MINUTE INTERVALS ON ALL CALLS: _____ YES _____ NO

TEXT AT _____ MINUTE INTERVALS ON ERS ONLY: _____ YES _____ NO

TEXT ONE TIME AND CLEAR: _____ YES _____ NO

TEXT ONCE ON EVERY CALL TO CALL A/SERVICE: _____ YES _____ NO

TEXT ONCE WITH CALLERS NUMBER AND CLEAR: _____ YES _____ NO

HOLD MESSAGES GIVEN OUT AFTER HOURS FOR OFFICE THE NEXT DAY: _____ YES _____ NO

FAX MESSAGES DAILY AT: _____ : _____ AM/PM _____ YES _____ NO

EMAIL MESSAGES DAILY AT: _____ : _____ AM/PM _____ YES _____ NO

USE THIS SPACE FOR MORE SPECIFIC INSTRUCTIONS:

Please Email to sales@tele-onecom.com or Fax to 903-531-0403 when completed.