



## CALL IQ SERVICE AGREEMENT

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

CALL IQ INC., ("CALL IQ") shall provide, and the named customer ("Customer") shall purchase from CALL IQ, the services selected ("Services") in the Agreement (comprised of the Line Agreement "the Agreement" on the following terms and conditions:

**DEFINITIONS/SCOPE.** This Agreement provides rate stability for Local Lines and Domestic Long Distance voice forwarding and recording services. The Agreement will be governed by the laws of the State of Utah, and the applicable rates in the Service agreement. Additional terms and conditions may be associated with specific Services. CALL IQ reserves the right to unilaterally amend all terms and conditions in response to regulatory changes beyond the control of CALL IQ that materially alter the feasibility or economics of the Services provided. Enhanced or information Services purchased under this Agreement may be provided by CALL IQ or a corporate affiliate at CALL IQ's sole discretion. Any costs associated with modifying or reprogramming Customer's equipment to make it compatible with CALL IQ-provided Service will be the responsibility of Customer.

1. **TERM.** Unless otherwise specified, the term of this Agreement shall commence the date of execution of the Agreement, or if earlier, on the Service activation date (the "Effective Date"). Service plans having a defined term automatically renew for successive equivalent terms at pricing then-existing at the time of renewal, unless CALL IQ or Customer provides written notice of termination at least 30 days prior to the end of the current term or prohibited by law. Customers who decline term plan renewal but retain CALL IQ Service will be converted automatically to a month-to-month agreement at the end of the current term. Month-to-month customers may not be entitled to prior term-plan pricing or discounts.

2. **CHARGES AND EXPENSES OF COLLECTION.** CALL IQ shall document Customer's Service location(s), quantities, and monthly recurring local rates stabilized under this Agreement, as well as the applicable one-time charges for initial installation, discounts or credits, which are incorporated into this Agreement by reference. In addition to the monthly charge(s), the Customer will pay federal and state end user common line charges that would be applicable to comparable service obtained from the incumbent local exchange carrier; federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, and telecommunications relay service for the hearing impaired; and other similar surcharges for required programs. CALL IQ shall not be responsible for wrong numbers made to Customer's toll-free number. All costs and expenses, including but not limited to costs, reasonable attorneys' fees, and service charges, incurred by CALL IQ in collecting payment will be an expense of and charge to Customer. Customer agrees to pay each bill in full by the payment due date. Late payment charges will be billed at 1.5% per month or the maximum lawful rate allowable under applicable state law, whichever is lower.

3. **DIRECTORY LISTING.** CALL IQ assumes no liability whatsoever for (1) any telephone numbers published or distributed by Customer prior to confirmation that the number is installed and terminating properly or that the Service is connected to the proper facilities, or (2) errors in the listing due to directory publishing errors or omissions. Customer releases CALL IQ from any damages for any error, including listing omissions, related to a directory listing.

4. **911.** CALL IQ does not support nor offer 911 services. Customer will indemnify and hold CALL IQ, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorneys fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to E-911 Services.

5. **30-DAY SERVICE GUARANTEE FOR VOICE AND SPECIFIED DATA SERVICES.** Local and Long Distance voice forwarding services are subject to a 30-Day Guarantee. Any customer may terminate the Services covered by our 30-Day Guarantee for any reason, if Customer submits a written request to terminate Services within 30 days of the Effective Date. In this case, Customer agrees: to pay CALL IQ for Services actually received; to repay to CALL IQ the pro-rated portion of any credits, discounts or waived installation costs for custom equipment or special installations received; and to reimburse CALL IQ for the costs of any equipment installed and not returned in "good as new" condition. In return, CALL IQ will, at its expense, restore service with Customer's previous service provider.

6. **DEFAULT & TERMINATION.** After the initial Guarantee period, either Customer or CALL IQ may terminate this Agreement during a term only for cause (incurred material breach) after giving 30 days prior written notice with no further obligations. Prior to any party having ability to terminate for Cause, a party shall be required to give written notice to the breaching party of any alleged breach giving Cause and allow 30 days for the breaching party to cure such breach. For purposes of this Agreement, "Cause" shall mean any incurred material breach of the terms of this Agreement. If CALL IQ terminates this Agreement WITH CAUSE or Customer terminates this Agreement WITHOUT cause, and moves service to another provider, Customer shall pay applicable early termination charges. For termination prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses incurred by CALL IQ through the date of termination. If after activation of Service, Customer shall be obligated to pay an early termination charge of 50% of the last three months' average billing multiplied by the number of months remaining in the term of the Agreement; to pay CALL IQ for Services actually received; to repay CALL IQ for any credits, discounts, or waived installation costs received in anticipation of a long-term Agreement; and to reimburse CALL IQ for the reasonable costs it incurred in setting up Customer's Service (including the costs of any equipment installed and not returned in "as new" condition). Customer agrees that CALL IQ damages for early termination would be difficult to determine, and the termination charge(s) constitutes a reasonable estimate of appropriate liquidated damages and that such is not intended as a penalty. Month-to-month Service Agreements may be terminated on 30 days' written notice to CALL IQ. In the event customer cancels services in writing (CALL IQ's Cancellation Form) charges for services will stop billing at the end of the billing period in the month services were canceled. In all cases where this Agreement is terminated, and Customer is using telephone numbers originally assigned by CALL IQ, Customer understands and agrees that those telephone numbers will not be released to another service provider until all undisputed charges owing to CALL IQ are paid.

7. **DOWNTURN IN BUSINESS CLAUSE.** If Customer requires fewer lines during the term of this Agreement and does not move services to another provider, or moves outside the providing area of CALL IQ, the customer will be obligated to pay through the end of the current billing cycle for any canceled numbers, plus a \$30 per-line cancellation fee. Cancellation requests must be in writing via email to [service@MYCALLIQ.com](mailto:service@MYCALLIQ.com), specifying numbers to be canceled and the date on which the lines are to be canceled and accepted and confirmed by CALL IQ. No billing will cease or charges terminated until such time as the cancellation form has been accepted and acknowledged by CALL IQ.

8. **SERVICE SUSPENSION/MAINTENANCE.** CALL IQ may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. Whenever possible, CALL IQ will give Customer advance notification. In no event shall CALL IQ be liable for special or consequential damages or for lost profits of any kind.

9. LIMITATION OF LIABILITY. CALL IQ's ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST CALL IQ FOR THE FAILURE OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, SHALL BE LIMITED TO A REFUND OF THE AMOUNTS PAID TO CALL IQ DURING THE PERIOD OF TIME (IN EXCESS OF 4 HOURS) THAT THE SERVICES CONTRACTED BY CUSTOMER FROM CALL IQ WERE INTERRUPTED OR NOT PROVIDED AS REQUIRED. IN NO EVENT SHALL CALL IQ BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OF ANY KIND, WHETHER OR NOT CALL IQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CALL IQ MAKES NO WARRANTIES REGARDING ANY PRODUCTS OR SERVICES PROVIDED OR INSTALLED ON CUSTOMERS BEHALF, BUT CALL IQ SHALL, WHEN POSSIBLE, ASSIGN TO CUSTOMER THE BENEFITS OF ANY WARRANTIES, OR SIMILAR PROTECTIONS PROVIDED TO CALL IQ BY ITS VENDORS OR SUPPLIERS. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN.

10. CALL IQ shall use reasonable efforts to obtain a credit from its carrier for all fraudulent or unauthorized usage. CALL IQ reserves the right to terminate Services for a user who uses the card for unauthorized purposes or otherwise misuses the Service, or where in the carrier's judgment there is sufficient risk of fraudulent use.

11. FORCE MAJEURE. If performance by CALL IQ of any obligation under this Agreement is prevented, restricted or interfered with by causes including without limitation failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, terrorism, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then CALL IQ shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. CALL IQ shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

12. ADDITIONAL PROVISIONS. This Agreement will not be assignable by Customer without the prior express written consent of CALL IQ. The Agreement, including any Addenda, and any product-specific terms and conditions, constitutes the entire understanding between Customer and CALL IQ with respect to Service provided herein and supersedes any prior agreements or understandings. If any part of a provision of this Agreement is invalid or unenforceable said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of this Agreement. In addition to any provisions that by their nature would survive, above sections shall survive termination, cancellation or expiration of this Agreement.

13. CALL IQ Acceptable Use Policy. Customer hereby acknowledges that Customer has read, and is familiar with, CALL IQ's Acceptable Use Policy ("AUP") listed below. Customer hereby acknowledges that any violation of the AUP by Customer shall entitle CALL IQ to terminate or suspend the Services provided hereunder to customer.

14. CHARGES AND MODIFICATIONS. Customer agrees to have CALL IQ bill the payment source on file, each billing cycle for the Balance due. Customer understand and takes complete liability for charges and modifications that customer grants to its users on CALL IQ.

Initials\_\_\_\_\_ RECORDING. Client agrees not to use recordings for illegal or fraudulent purposes. Customer understand and agrees that it is familiar with all local state and federal laws and regulations regarding calling, recording, and receiving of calls, and agrees to comply with those laws and regulations. CALL IQ waives all liabilities from customer, and its agents and or representatives for failure to comply to these laws and regulations. <http://www.rcfp.org/taping/states.html>

I DO NOT want " This call may be recorded" to play when people call my CALLIQ numbers. I will comply with Local, State and Federal Regulations on my own. Initials\_\_\_\_\_ for above.

The undersigned hereby agrees to the terms and conditions of this Agreement. I acknowledge that the Agreement for services is subject to acceptance by CALL IQ, Inc. (hereafter "CALL IQ"). I hereby authorize CALL IQ to verify all listed information for credit purposes. I appoint CALL IQ to act as agent in order to effect changes, and authorize it to handle on my behalf all arrangements including ordering my services, obtained an inventory of all numbers billed to designated BTNs, and obtaining carrier information for all locations. I agree to pay the bill upon receipt and to reimburse CALL IQ upon termination of the Agreement for and Custom charges incurred for equipment or special installations all accounts are due and payable at CALL IQ.

Customer Signature\_\_\_\_\_

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

Name\_\_\_\_\_

Title\_\_\_\_\_