



## Aureon™ Communications, LLC Service Agreement

**This Agreement is made between Aureon™ Communications, LLC ("Aureon") (Provider) and (Client).**

<b>Client:</b>	<b>Provider:</b> Aureon™ Communications, LLC
<b>Address:</b>	<b>Address:</b> 7760 Office Plaza Drive South West Des Moines, IA 50266
<b>Contact:</b>	<b>Contact:</b> Cascade Communications Company
<b>Phone:</b>	<b>Phone:</b> 563-852-3710
<b>Email:</b>	<b>Email:</b> info@casadecomm.com

Street Address	City	State	Zip	Product Description	Qty	Each	Total	
				IP Telephone Line - Business - Unlimited LD		\$ 29.00		
				IP Telephone Line - Residential - Unlimited LD		\$ 24.00		
				IP Fax Line - ATA - Unlimited LD		\$ 29.00		
				IP Fax Line - Email Only		\$ 7.99		
<i>** Taxes and surcharges are not included**</i>							<b>Total</b>	

**TERM.** The term of this Agreement shall be month-to-month and shall commence on the In-Service date.

**TERMINATION.** Either Party may elect to terminate this Agreement for its own convenience upon thirty (30) days prior written notice to the other Party. Upon termination for any reason, all equipment shall be returned to Provider in the same condition as provided to Client except for normal wear and tear. If Client damages equipment provided by Provider, Client will be billed for replacement of equipment. If contract is signed by both parties and Client wishes to terminate service before in-service date begins, Client will be responsible for any expenses incurred by Provider directly related to Client's establishment of service.

**CLIENT OBLIGATIONS.** Client agrees to conduct business in a courteous and cooperative manner with Provider and Client has the following obligations: To permit the installation and maintenance software as needed on Client equipment; To ensure that requests for Service contain sufficient information to enable the problem to be investigated; To ensure that equipment is available (powered on, online, with power saving modes disabled) to Provider for maintenance outside of standard business hours on a regular basis; To ensure physical access to the demarcation point and Provider supported equipment as needed; Not to seek or use equipment or software outside of their specified functionality; To authorize replacement of Provider supported equipment according to the manufacturer's recommended refresh cycle. It will be the Client's responsibility to cancel any services being replaced by Provider's service and Provider will not be responsible for any charges from Client's current provider.

**WARRANTIES AND REMEDIES.** Provider warrants that it will perform substantially in accordance with the Services herein. Client understands that some communication technologies incur overhead at the expense of the advertised speed. Provider retains the right to utilize reasonable network management practices tailored to achieve legitimate network management purposes. Provider retains the right to determine the priority of Services or any request for service from Client. This warranty is void if Provider's failure to achieve performance targets has resulted from accident, abuse, misapplication, abnormal use, or failure of Client to fulfill Client Obligations. Except for any refund elected by Provider, Client is not entitled to any damages, including but not limited to, consequential damages, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. Except for the aforementioned warranty and the maximum extent permitted by applicable law, Provider provides services as is and with all faults, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, or accuracy or completeness of responses, of results, of lack of viruses, of lack of negligence, all with regard to Services, and the provision of or failure to provide support or other services, information, software, and related content through the Services or otherwise arising out of the use of Services.

**LIMITATION OF LIABILITY.** CLIENT HEREBY ACKNOWLEDGES THAT ALL COMPUTER DATA NETWORKS AND BACKUP SYSTEMS INCORPORATE A RISK OF DATA LOSS, DOWN TIME, AND UNAUTHORIZED INTRUSIONS AND THAT PROVIDER IS NOT LIABLE FOR ANY LOSS, CORRUPTION, OR BREACH OF CLIENT'S DATA. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such causes include, but are not limited to, hardware failure, electricity interruptions, any and all other third-party interruptions, including, but not limited to, vendor failure, interruption, and bankruptcy, acts of God, acts of civil or military authority, government regulations superimposed after the fact, strikes, lockouts, fires, floods, and other natural disasters. To the maximum extent permitted by applicable law, in no event shall Provider be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use Services, the provision of or failure to provide Services, or other services, information, software, and related content through the Services or otherwise arising out of the use of Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider, and even if the Provider has been advised of the possibility of such damages.

Notwithstanding any damages that Client might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Provider under any provision of this Agreement and Client's exclusive remedy for all of the foregoing (except for any remedy or repair elected by Provider with respect to any breach of the warranty) shall be limited to the amount actually paid by Client to Provider.

**INDEMNIFICATION.** Client agrees to indemnify, defend and hold harmless Provider, and its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to Client's alleged or actual use of, misuse of, or failure to use the Services being provided under this Agreement. Provider agrees to indemnify, defend and hold harmless Client from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of or relate to a claim that the Services infringe upon the proprietary or intellectual property rights of a third party.

**MISCELLANEOUS.** This Agreement and the Appendices attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect hereto. The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Iowa. The place of this contract, its situs and forum, shall be Iowa, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

**E911 NOTIFICATION. ALL USERS OF PROVIDER'S SESSION INITIATION PROTOCOL ("SIP") BASED VOICE OVER INTERNET PROTOCOL ("VOIP") SERVICES ARE REQUIRED TO AGREE THAT THEY HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH PROVIDER'S CALLING SERVICES. IF THEY HAVE NOT READ OR DO NOT AGREE, THEY ARE NOT AUTHORIZED TO USE ANY OF PROVIDER'S CALLING SERVICES.** The 911 calling capabilities associated with VoIP calling services is different from those offered by traditional analog telephone services. Provider's VoIP calling services are not meant to be relied upon in the case of an emergency. While Provider attempts to provide access to emergency service, these VoIP services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units, or any other kind of emergency services. **CLIENT SHOULD MAINTAIN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES SUCH AS ANALOG OR CELLULAR SERVICE.** Electrical outages and internet connectivity problems, including network congestion, may disrupt Provider's VoIP calling service and prevent 911 emergency calling. Service disconnects due to account suspensions, billing issues, or any other reason will prevent 911 emergency calling. VoIP services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 911 problems. All 911 capabilities will only be available in the location that Client has associated with the Provider assigned direct-inward-dial ("DID") telephone number assigned to the Client. For E911 to be accurately routed to the appropriate emergency call center, the Client must provide accurate DID telephone numbers as the call-back telephone number for all 911 calls and accurate address information. Additionally, using the service in a location that uses a different area code than the area code of the DID number provided may not be able to reach emergency personnel or may not reach emergency personnel near Client's actual physical location. Failure to provide a correct physical address in the correct format may cause 911 emergency calls to be routed to the incorrect local emergency service provider. Use of Provider's VoIP calling service from a location other than the location to which such service was registered may result in 911 emergency calls being routed to the incorrect local emergency service provider. Changes of location submitted to Provider may take up to 48 hours to be reflected accurately in E911 records.

**LONG DISTANCE SERVICE.** Unless a long distance package is specified above, long distance service will not be provided.

AGREED TO BY CLIENT
By:
Signature:
Title:
Date:



**Aureon™ Communications, LLC**  
**Order Form**

<b>Customer Name:</b>	<b>Agent:</b> Cascade Communications Company
<b>Customer Address:</b>	<b>Agent Contact:</b>
	<b>Agent Phone:</b> 563-852-3710
<b>Customer Contact:</b>	<b>Agent Email:</b> info@casadecomm.com

<b>Desired Port Date:</b>	<b>Desired Port Time:</b>
<b>Port Turn Up Call:</b> Yes / No	<b>New TNs Required:</b> 0

<b>Directory Listing:</b> Yes / No	<b>Name:</b>
	<b>Address</b>

**IP Fax**

<b>IP Fax Number:</b>	<b>Email:</b>
<b>IP Fax Number:</b>	<b>Email:</b>
<b>IP Fax Number:</b>	<b>Email:</b>
<b>IP Fax Number:</b>	<b>Email:</b>

**Hunting**

<b>Number:</b>	<b>To:</b>
<b>Number:</b>	<b>To:</b>
<b>Number:</b>	<b>To:</b>
<b>Number:</b>	<b>To:</b>

**Required Documents**

- End User Contract
- Order Form (this form)
- LOA (If porting numbers)



7760 Office Plaza Drive South  
West Des Moines, IA 50266

## Letter of Agency

This Letter of Agency authorizes Aureon™ Communications, LLC ("Aureon") to act as our telecommunications representative agent.

- I authorize Aureon to inquire on our current telecommunication records.
- I authorize Aureon to be the Local Exchange Carrier for the following telephone number(s).
- I authorize Aureon to be the IntraLata Carrier (LPIC) for the following telephone number(s).
- I authorize Aureon to be the InterLata Carrier (PIC) for the following telephone number(s).
- I authorize Aureon to be the International Carrier for the following telephone number(s).
- I authorize Aureon to be the Toll Free Carrier for the following telephone number(s).

**Customer Name:** \_\_\_\_\_

Address	City	State	Zip	Main TN	Contact Name	Email Address

**Fax Numbers:**

**Telephone Numbers:**

I certify that I have read and understand this Letter of Agency. I certify I am at least 18 years of age, and I am authorized to change telephone companies for services for the telephone numbers listed above. My signature on this form authorizes Aureon to act as my agent for the purpose of ordering, changing and/or maintaining communication services, including but not limited to local exchange, IntraLATA and/or InterLATA telephone services. Aureon is also authorized to obtain billing information, customer service records and other network information required to provide my telephone service. I understand that I may designate only one primary interexchange carrier for any one telephone number for InterLATA and where applicable IntraLATA usage. Selection of Aureon will apply to the telephone number(s) listed on this form. I hereby acknowledge that, once the listed service has been activated/installed by Aureon, it is my company's responsibility to notify each of my existing telecommunications services providers regarding the disconnection of any telecommunications services and/or facilities (e.g., T-1 circuits, PBX trunks) with that provider(s) which were not disconnected by said provider(s) during the port of services to Aureon. Aureon shall not be liable for any services for which my previous provider(s) continues to bill; my company shall be fully responsible for arranging for the final disconnection of services from my previous provider(s). THIS AUTHORIZATION REVOKES ANY PREVIOUS AUTHORIZATIONS REGARDING MY LOCAL, INTRALATA AND/OR INTERLATA TELEPHONE SERVICE AND SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date