

Commercial Service Agreement

Interface Digital Services



This is an agreement between Interface Security Systems, LLC. (herein after referred to as "Interface") and _____ (Customer)

located at _____

for the provision of Services as described herein ("Agreement"), according to the following terms and conditions.

Terms and Agreement ("Agreement")

Welcome to **Interface Digital VoiceSM** Phone Service, a communication service that includes a Voice-over-Internet-Protocol ("VoIP") service (the "Service,") and related products and/or Services offered by Interface. To use the Service you ("you," "User," or "customer") must activate and register for the Service by completing the online registration form (including the "I Accept" option when prompted), or sign the hardcopy Agreement. In consideration of your use and enjoyment of the Service, you agree to pay a monthly fee to Interface by means agreed upon, and you agree to be bound by this Terms of Service (the "Agreement"). In addition, you agree to be bound by the Interface Privacy Policy, and any other documents available on or through www.interfacedigitalvoice.com (collectively and separately referred to as the "Interface Terms of Service").

WARNING: VOICE-OVER-INTERNET-PROTOCOL ("VoIP") SERVICE DOES NOT SUPPORT TRADITIONAL 911 ACCESS. E911 IS NOT AVAILABLE IN ALL LOCATIONS. EVEN WHERE E911 IS AVAILABLE, YOU SHOULD NOT RELY UPON IT FOR EMERGENCY FIRST RESPONDER SERVICES. (SEE SECTION 2 FOR OTHER IMPORTANT LIMITATIONS ON EMERGENCY SERVICES)

You agree to provide accurate, current, and complete information about yourself (the "Personal Data"), and to maintain and update your Personal Data to keep accurate, current, and complete. You agree that Interface may rely on your Personal Data as accurate, current, and complete and consent to use of this Data for any purposes linked to the normal and customary course of business by Interface and others involved in provision of the Service.

1.1 Installation Charges. Customer agrees to pay Company the sum of \$ _____, plus tax, if applicable, for the installation (and sale if System sold) of the System as follows: \$ _____ Upon signing this Agreement; \$ _____ Upon substantial completion of installation.

1.2.1 Monthly Charges; Term; Payment; Renewal. Customer agrees to pay Company the sum of

\$ _____, plus tax and other charges as specified in Section 4.1 Billing; Payment; Overage Charges, if applicable, per month for the services listed in **Exhibit B – Schedule of Services**, prepaid [] Monthly [] Quarterly [] Semi-Annually [] Annually for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods of one (1) year unless either party gives to the other at least sixty (60) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date; or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew month to month unless either party gives to the other at least sixty (60) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph. If you upgrade your Service, then on the next Date Interface will also charge and collect for the increased charges between the date of upgrade and such Date. Interface may also charge and collect retroactively for overage, usage and other charges not previously charged and collected. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid and/or any accrued charges due in relation to the Agreement.

1.2.2 SoftPhone Rate Plans - Use of Service; Prohibition on Resale

If you have subscribed to an Interface Plan that includes a SoftPhone, the Service is provided to you as a consumer user. This means that you are not to resell or transfer the Service to any other person for any purpose, without express written permission from Interface in advance. You agree that the Interface Rate Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Interface reserves the right, in addition to its other rights and remedies, to immediately terminate or modify the Service, if Interface determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities or outside the scope of normal usage.

1.3.1 Prohibited Uses

The service is provided to you solely for business use. If you use the service in a way that is inconsistent with normal business use, you will be required to pay the rates that apply to the way you used the service. Normal business use is considered to be up to 1,100 minutes per month. You agree to use the Service only for lawful purposes. This means that you agree not to use it for transmitting or receiving any communication or material of any kind when, in Interface's sole judgment, the transmission, receipt or possession of such communication or material would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Interface reserves the right to terminate your Service immediately and without advance notice if Interface, in its sole discretion, believes that you have violated or have attempted or may attempt to violate, the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges (including any overage charges). If Interface, in its sole discretion believes that you have violated the above restrictions, Interface may, in addition to its other rights and remedies, forward the objectionable material, as well as your communications with Interface and your Personal Data and other personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

1.3.2 Use of Service by Customers outside the United States

While we encourage use of the Service within the United States, Interface does not presently offer or support the Service to customers located in other countries except Canada. If you use the Service from any country other than the United States or Canada, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service by yourself or any person making use of the Service provided to you and agree to indemnify and hold harmless Interface (and, at Interface's option, either defend Interface or pay Interface its cost of defense) against any and all Liability for any such use. Interface reserves the right, in addition to its other rights and remedies, to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States or Canada. Additional charges may apply for calls outside of the United States.

1.4 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Interface.

You acknowledge and understand that the Service does not function in the event of power failure, unless you purchase an Uninterruptible Power Supply (UPS). You also

acknowledge and understand that any VoIP Service requires a fully functional broadband connection to the Internet (which may not be provided by Interface and that, accordingly, in the event of an outage of, or termination of service with or by, your broadband provider, the VoIP Service will not function, but that you will continue to be billed for the Service unless and until you or Interface terminate the Service in accordance with this Agreement, or unless Interface is your broadband provider or ISP. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Should Interface suspend or terminate your Service, the Service will not function until such time as Interface restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

1.5 Copyright / Trademark / Unauthorized Usage of Firmware or Software

The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents and materials on Interface's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Interface are and shall remain the exclusive property of Interface and nothing in this Agreement shall grant you the right or license to use any of such marks.

1.6 Tampering with the Service

You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

1.7 Service Distinctions

You acknowledge and understand that the Service is not a traditional telephone service. Important distinctions exist between telephone service and the Service offering provided by Interface. **Examples of some, but not all, of the important differences between traditional telephone service and this Service include the functionality of The Service in the event of a power shortage, fax communications capabilities, voice clarity and variability of service level.** The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

1.8 No 0+ Calling; May Not Support x11 Calling

Interface's Digital Voice Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Interface's Digital Voice Service may not support 311, 511, 976, 900 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

1.9 You will be responsible: (i) for providing all equipment, software, facilities and IP connectivity necessary for the Service; and (ii) to provide, prior to installation, the IP address(es) for the SIP proxy server, the Service and/or any other applicable hardware/software solution, other than the equipment provided by Interface per this Agreement. Information you provide may be submitted to applicable national databases, including, but not limited to, Automatic Local Identification (ALI) Database, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). You shall also provide valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event such postal address cannot be validated through MSAG, you will, upon notification of the same, immediately deliver a corrected address that can be validated against MSAG.

1.10 The Service is designed to be user friendly. To the extent possible, the Service is designed such that equipment is pre-configured for plug-and-play use. In order to achieve this simplicity of use, only approved equipment may be used with the Service. **Not all equipment will work with the Service. Additionally, equipment purchased for use with the Service may not work with a different VoIP service.**

1.11 Telephone Numbers – Interface understands and agrees that any telephone numbers(s) transferred by Customer to Interface Service remain the property of the Customer.

1.12 Telephone Directory Listing – Customer is solely responsible for any and all telephone directory listings accuracy with any and all directories.

1.13 Maintenance – Interface will maintain all portions of the Service including any equipment placed on Customers premise by Interface as part of the Service. Misuse or negligence of the equipment is the total responsibility of Customer.

2. EMERGENCY SERVICES- 911 DIALING

2.1 Alternative 911 and/or E911 Arrangements

You acknowledge that VoIP Service does NOT offer lifeline services. Given the Service's limitations, you should make other arrangements for, accessing traditional 911 services.

2.2 Customer Duty to Inform Other Users of Emergency Service Limitations.

The documentation that accompanies each Device you purchase for use with the Service should include a sticker describing the limitations of the system for access to emergency services. If your device does not include a sticker, you must call and one will be shipped to you. You should not use the Device until a sticker is attached. .

2.3 E911/911 Dialing System Limitations

Any emergency or 911 operator who may answer or receive a call through the Service will not be able to automatically obtain your phone number and/or your location. Therefore the operator will not be able to call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason. Moreover, the operator will not be able to automatically dispatch emergency first responder assistance to your location. You should not assume that an E911/911 call will be forwarded to the appropriate or closest emergency first responder.

2.4 Reduced Speed for Routing or Answering 911 Dialing Calls.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a e911 call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

3 CHANGES TO THIS AGREEMENT

Interface may change from time to time, in its sole discretion, and without prior notice to you or any user, the Terms of Service including this Agreement. You may review the current Terms of Service, including the current Terms of Use, at any time by visiting the following url: www.interfacedigitalvoice.com. Any changes to the Terms of Service or this Agreement shall become effective three (3) days after the "last updated" date at the beginning of the respective document - you agree to review these documents periodically to familiarize yourself with the most current version. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Service.

4.1 Billing; Payment; Overage Charges

Interface will bill all charges (including without limitation, applicable rate plan and applicable storage fees (e.g., for voicemails), applicable taxes and surcharges monthly in advance. All other charges will be billed monthly in arrears, including but not limited to: activation fees, international usage charges, advanced feature charges, equipment purchases, any charges linked to equipment, and shipping and handling charges. Any excess usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on Interface's website. You are responsible for all charges respecting the Service even if incurred as to the result of unauthorized work. Additional charges may be posted for calls outside the United States.

4.2 Billing Disputes

You must notify Interface in writing within 7 days after receiving your invoice if you dispute any Interface charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: **Interface Security Systems, LLC., 3773 Corporate Center Drive, Earth City, MO 63045**

4.3 Termination/Discontinuance of Service

Interface reserves the right to suspend or terminate your Service, at any time in its sole discretion, for cause. If your Service is terminated for cause, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Interface or of a third party provider to which Interface is subject), you will be responsible for, in addition to Interface's other rights and remedies, the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.

4.4 Termination and Obligations Regarding Devices

Interface is designed to be simple to use. All equipment used in connection with the Service must be technically compatible. Only certain prescribed Analog Telephone Adapters ("ATAs"), IP Phones, soft phones and video equipment will work with the Service. Interface makes available an ATA or IP Phone. These devices are wholly owned by Interface and at no time from start to finish of the service does Interface release or transfer ownership. The device is on loan to the subscriber at the discretion of Interface. Upon proper termination, Interface will ask Subscriber for the return of the device in good working order free from defects or physical damage. The cost of the ATA \$55.00 per port and the cost of the phone is \$250.00. When Subscriber terminates, Subscriber must ship device back to Interface. If Subscriber fails to fulfill this obligation Interface will charge or collect any fees required to fulfill the replacement cost. THIS FEE IS FULLY REFUNDABLE if Subscriber returns device in good working order free from physical defects within fifteen (15) days of termination.

4.5 Taxes

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to you as set forth in this Agreement.

5.1 Limitation of Liability

INTERFACE AND OTHER INDEMNITEES (AS DEFINED IN 1.3.1 - PROHIBITED USERS) SHALL NOT BE LIABLE TO YOU OR ANY OTHER USER OR ATTEMPTED USER OF THE SERVICE OR ANYONE RELYING ON THE SERVICE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING:

- A. ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY;
- B. EQUIPMENT, NETWORK OR FACILITY FAILURE;
- C. EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION;
- D. FORCE MAJEURE EVENTS, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD; STRIKES; FIRE; WAR; RIOT; GOVERNMENT ACTIONS;
- E. EQUIPMENT, NETWORK OR FACILITY SHORTAGE;
- F. EQUIPMENT OR FACILITY RELOCATION;
- G. SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER:
 - a. OUTAGE OF CUSTOMER'S ISP OR BROADBAND SERVICE PROVIDER;
 - b. ACT OR OMISSION OF CUSTOMER OR ANY PERSON USING THE SERVICE PROVIDED TO CUSTOMER.

INTERFACE'S AGGREGATE LIABILITY FOR (I) ANY FAILURE OR MISTAKE; (II) ANY CLAIM WITH RESPECT TO INTERFACE'S PERFORMANCE OR NONPERFORMANCE HEREUNDER OR (III) ANY INTERFACE ACT OR OMISSION IN CONNECTION WITH THE SUBJECT MATTER HEREOF SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

5.2 Disclaimer and Limitation of Damages

IN NO EVENT SHALL INTERFACE or any other Indemnitee (as defined in 1.3.1 - Prohibited Uses), ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY SORT OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, INFRINGEMENT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT INTERFACE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. IN NO EVENT, REGARDLESS OF THE NATURE OR THEORY OF ANY CLAIM OR LIABILITY, SHALL THE LIABILITY OF INTERFACE AND ANY OTHER PERSON OR

This Agreement governs *the Interface Digital VoiceSM Service provided by Interface. The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.*

(COMPANY)

By: _____
Sales Representative Date

Approved: _____
Authorized Representative Date

ENTITY, ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EXCEED IN THE AGGREGATE ONE HUNDRED DOLLARS (\$100) FOR ANY EVENT OR SERIES OR GROUP OF EVENTS OR ALL RELATED EVENTS GIVING RISE TO A CLAIM.

5.3 Indemnification

Customer agrees to indemnify and hold harmless (and, at Interface's option, defend or pay the costs of defense of) Interface and any other Indemnitee (as defined in 1.3.1), its and their officers, directors, employees, affiliates and agents and any other service provider who furnishes products or services to Customer in connection with this Agreement or the Service or Equipment, from any and all claims, losses, damages, fines, penalties, costs and expenses or other Liability (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing. This paragraph shall survive termination of this Agreement.

5.4 No Warranties on Service

INTERFACE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, I DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER INTERFACE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO INTERFACE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF INTERFACE'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY INTERFACE OR INTERFACE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.5 No Third Party Beneficiaries

Except as expressly provided in Section 1.3.1 above - Prohibited Users regarding Indemnitees, there are no third party beneficiaries to this Agreement and no provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

5.6 Content

You are liable for any and all Liability or other liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Interface reserves the right, in addition to its other rights and remedies, to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if Interface determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Interface's ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. Interface's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content.

6.1 Governing Law

This Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Missouri, without reference to its choice of law rules. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in St. Louis County, Missouri. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties. The interpretation of this Agreement shall not be construed against the drafter.

6.2 Assignability of Agreement

This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

6.3 Entire Agreement

This Agreement, the Terms of Service and the rates for Services found on Interface's website constitute the entire agreement between you and Interface and govern your use of the Service, superseding any prior agreements between you and Interface and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Interface unless and until posted in accordance with Section 3 hereof.

6.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

7. PRIVACY

Interface Service may utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Interface is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you at www.interfacedigitalvoice.com for additional information. Interface may provide access and/or technical assistance for lawfully authorized electronic surveillance per court orders and/or subpoenas or other covert orders or legally mandated disclosures.

(CUSTOMER)

Customer Signature Date

Customer Name Printed Title