



## 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> Mi-Fiber, LLC
<b>Phone:</b>	<b>Phone:</b> 515-850-0500
<b>Email:</b>	<b>Email:</b> info@corp.mi-fiber.net

Street Address	City	State	Zip	Product Description	Qty	Each	Total	
				IP Telephone Line - Residential	0	\$ 20.00	\$ -	
				IP Fax Line - ATA	0	\$ 25.00	\$ -	
				IP Fax Line - Email Only	0	\$ 7.99	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
					0	\$ -	\$ -	
<b>** Taxes and surcharges are not included**</b>							<b>Total</b>	<b>\$ -</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:



### Mi-Fiber, LLC Addendum to the Aureon Voice Service Agreement

Customer Billing Name \_\_\_\_\_ Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Service Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address (if different than Service Address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1. Customer hereby agrees to pay the monthly rate to Mi-Fiber for the service, for a minimum term as indicated in the Aureon Voice Service Agreement (hereinafter "Service Agreement"), beginning on the In-Service date. Said monthly rate is for service as selected by Customer, billed on the first of each month, and due and payable on the 21<sup>st</sup> day of each month. In addition to selling the voice service provided by Aureon, Mi-Fiber will lease or sell to Customer all equipment necessary to receive and utilize Aureon's voice service. Mi-Fiber internet service is required.

Payment Option Elected: \_\_\_\_\_

Bank payments will be deducted from customer bank accounts on or around the 10<sup>th</sup> of each month (date may vary slightly due to holidays and weekends). Credit and debit card payments will process on or around the 15<sup>th</sup> of each month (date may vary slightly due to holidays and weekends). Mi-Fiber bills for service in advance except for usage-based charges, which are billed monthly in arrears. Usage charges will be billed in increments that are rounded up to the nearest minute.

2. In the event Customer disconnects or terminates this Agreement before the expiration of the minimum term set forth in the Service Agreement, Customer hereby agrees to pay to Mi-Fiber all monthly charges associated with the Service months remaining on the term of the Agreement. After the completion of the minimum term, Customer may terminate service as indicated in the Agreement by giving notice to Mi-Fiber. Customer must return any leased equipment and any other Mi-Fiber owned equipment in working order within 30 days of termination of service, or shall reimburse Mi-Fiber for any Mi-Fiber owned equipment costs. Upon termination of service, charges for any Mi-Fiber owned equipment and other equipment will automatically be added to Customer's next bill. If Customer returns such equipment in fully functional working order within 30 days of termination of service, the charges will be credited back to Customer's account.

3. A non-recurring installation fee of \$100 will apply. Standard installation includes one phone/Analog Telephone Adapter (ATA) at the router. Installation of any other phones or equipment during initial installation will be billed at time and material. **Access to Service Premises** - Mi-Fiber may enter into, upon and over Customer service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and/or remove facilities and equipment used to provide service. To the extent the same is consistent with Customer's ownership of the premises, Customer grants Mi-Fiber permission to install, connect, inspect, maintain, repair, alter, disconnect and/or remove all facilities and equipment necessary to provide service. In the event Customer is not the owner of the premises upon which installation is requested, Customer warrants to Mi-Fiber that Customer has obtained the consent of the owner of the premises for Mi-Fiber to install and maintain its facilities and equipment as contemplated herein.

4. Equipment placed by Mi-Fiber is required for the utilization and optimal performance of the Aureon Voice Service. As such, Customer agrees to purchase an Analog Telephone Adapter (ATA) from Mi-Fiber. Mi-Fiber will also sell Customer a phone to connect to the ATA, or Customer may connect their own phone to the ATA. Information on phones available for purchase from Mi-Fiber is available upon request. Purchased ATAs come with a one year limited equipment warranty. Mi-Fiber provides any necessary labor for the first 90 days. Beyond that, Customer will be responsible for any costs associated with repairs or replacement of the ATA, including the purchase price of new equipment, cost of repair, stocking fee, labor and trip fees, unless Customer purchases a maintenance service agreement. The ATA maintenance service agreement is only available at the time of purchase and billing begins 90 days after installation. The minimum term for the ATA maintenance service agreement is one year, beginning on the service installation date.



5. In no event shall Mi-Fiber be liable for any direct, indirect, incidental, or consequential damages resulting from any defect in the hardware or the loss or interruption of service, even if Mi-Fiber has been advised of the possibility of such damages. Other damages for which Mi-Fiber shall not be liable include hardware that has been subjected to physical abuse or used with defective or non-compatible equipment, or where damage occurs due to acts of God, fire, floods, explosions, terrorism, labor trouble or stoppage, fiber cut or damage, or other causes beyond Mi-Fiber’s control, including but not limited to lightning or other forms of power fluctuations. Mi-Fiber is not responsible for maintenance or replacement of existing inside wiring used in the provision of services.

6. In the event of default of payment of amounts due by Customer, service may be suspended or terminated at any time thereafter, including during the minimum term, upon THREE (3) days written notice via email to Customer at the email address of record as designated on the Account Access Information form. Customer agrees to pay a \$10.00 Late Fee each month a payment is delinquent on a residential account, a \$20.00 Late Fee each month a payment is delinquent on a commercial account, and a \$30.00 Reconnect Fee to restore service if Customer’s Voice service has been temporarily suspended for nonpayment of amounts due on a residential or commercial account. Customer may be charged an insufficient funds or returned check charge in the amount of the bank’s charge (i.e. a pass through) plus a \$25.00 administrative fee if customer’s check, bank draft, electronic funds transfer or other order for payment is dishonored or returned for insufficient funds or any other reason. Mi-Fiber’s acceptance of late or partial payment and late payment charges will not constitute waiver of any of Mi-Fiber’s rights to collect the full amount due.

7. Should Customer fail or refuse to carry out the terms of the Agreement, or to pay all charges as specified including all taxes, fees and surcharges by the due date on the invoice, the Agreement may be terminated and Mi-Fiber/Aureon may initiate legal proceeding to enforce the Agreement, including collection of amounts owed. Customer shall pay any and all costs and expenses, including reasonable attorney’s fees incurred in the enforcement of the Agreement and the collection of amounts owed. Interest on unpaid amounts shall accrue from the date owed at the rate of up to 1.5% per month (18% per year).

8. Customer elects the following Equipment, optional Maintenance Service Agreement and optional UPS/Backup Battery as selected below. All pricing excludes state and federal taxes, regulatory fees and surcharges. Equipment pricing may vary and is provided when the Customer requests service.

Quantity	Equipment Purchase (required)
	ATA – Cisco Small Business VoIP Adapter

Quantity	Maintenance Service Agreement (optional)
	ATA Maintenance Service Agreement \$3.00/month

Fiber optic services and Voice over IP (VoIP) require backup power to continue functioning during a power outage. To minimize disruption of service during an outage, Mi-Fiber offers the following uninterruptible power supplies (UPS) with limited battery backup capability. Customer may need more than one UPS – for example, the phone/ATA, the indoor ONT and the router will all require backup power for the Internet Service and VoIP to function during an outage. As with all batteries, the batteries offered by Mi-Fiber, LLC have a limited life and will eventually need to be replaced. Further, the length of time the backup power will last will be affected by the number of items plugged into the UPS and by the power consumption of the equipment.

Quantity	Uninterruptible Power Supply (Optional)
	APC UPS battery backup and surge protector

9. Long distance charges are billed at \$0.06 per minute. Additional charges apply for long distance, directory assistance and operator assisted calls.

10. Service terms outlined above are subject to change based on 30 days advance notice to Customer. The notice may be provided on Customer’s monthly bill, as a bill insert, by email or by other written communication. Customer’s continued use of the services following any such change indicates Customer’s acceptance of the change(s). If Customer does not agree to the change(s), Customer will need to contact Mi-Fiber at 515-850-0500 to cancel services and return all Mi-Fiber owned equipment.



11. Aureon Voice service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system. Other possible options for alarm monitoring functions include cellular radio reporting or internet based interfaces. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the service.

12. Mi-Fiber will attempt to correct service problems caused by our equipment or software but we are not required to install, service or replace third party equipment or software. Depending on the circumstances, we may charge you for service calls. Current rates for a service call can be found on the Mi-Fiber website at [www.mi-fiber.net](http://www.mi-fiber.net) or can be requested by calling Mi-Fiber at 515-850-0500. Upon request, Mi-Fiber may provide technical assistance as to Customer's personal devices, however, **Customer agrees that Mi-Fiber shall do so as a customer service and Customer agrees Mi-Fiber shall NOT be liable for loss of data and/or any damage to any personal device.** Mi-Fiber may charge you for time and material used, plus a trip charge, for this assistance.

13. Customer shall defend, indemnify, and hold harmless Mi-Fiber, its officers, directors, employees, affiliates, and agents and any service provider who furnishes services to customer in connection with the service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys' fees) by, or on behalf of, customer or any third party or user of the service, relating to the service, including, without limitation, 911 dialing, or the equipment. The provisions of the Agreement and the Addendum that by their sense and context are intended to survive the termination or expiration of the Agreement and Addendum shall survive.

I have read, understand, and agree to the Terms and Conditions as stated in the Mi-Fiber, LLC Addendum to the Aureon Voice Service Agreement, and I acknowledge receipt of an electronic copy thereof. I have read, understand, and agree to abide by the terms as stated in the Mi-Fiber Acceptable Use Policy, Privacy Policy, Voice Terms of Service, and DMCA Notice and I acknowledge receipt of electronic copies thereof. I acknowledge these documents represent the entirety of the terms agreed to between the parties, with the exception of any promotional pricing in place at the time of the agreement. The Agreement shall be governed and interpreted according to the laws of the State of Iowa.

**Customer Signature:** \_\_\_\_\_

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