



## **Standard Service Agreement Terms and Conditions**

### **I. CONTRACT ORIGINATION AND SET UP:**

1. The 1<sup>st</sup> month of service charges plus any one-time setup fees must be paid by the customer upon customer signing of this contract and submission to Monmouth Telecom for acceptance. Once this contract is accepted and signed by Monmouth Telecom these payments are not refundable. If Monmouth Telecom does not accept this contract this payment will be returned. Payment will be in a form of check or bank draft payable to Monmouth Telecom.
2. DNS Modifications and additions will be done for one domain at no charge as part of this agreement. Monmouth Internet Corporation d/b/a Monmouth Telecom will include domain registration or transfer for one domain. Each additional domain will be charged the normal \$50.00 one-time setup fee.
3. If the Customer has ordered **Internet Fractional T-1, IVAD or Dynamic IVAD Service** then the Customer must allow Monmouth Telecom access to the premises to install equipment within 5 business days from Verizon installation and acceptance, by Monmouth Telecom, of the T1 circuit. The customer is responsible for all **Internet Fractional T-1, IVAD or Dynamic IVAD Service** charges immediately upon completion of the installation by Monmouth Telecom. It is the Customer's responsibility to connect to Monmouth Telecom's equipment and to utilize the services once **Monmouth Telecom's** equipment is installed and is operational. The Customer understands that regular monthly billing by Monmouth Telecom for the **Internet Fractional T-1, IVAD or Dynamic IVAD Service** charges will commence immediately after Monmouth Telecom has installed its equipment regardless of the status of the connection between the Customer and Monmouth Telecom.
4. The Customer understands that it is Verizon's responsibility only to bring a circuit to a minimum point of entry (as defined by Verizon) and further understands that the customer is responsible for providing wiring from Verizon's minimum point of entry to the location of its telephone system (Demarc extension).
5. Monmouth Telecom will commence regular monthly billing for Voice Services upon either assigning telephone numbers as requested by the Customer or by porting the customer's telephone numbers to Monmouth Telecom.
6. Customer agrees to meet Verizon site readiness requirements by the scheduled install Date and allow Verizon access to install the T1 circuit. Customer acknowledges that failure to do so may result in Verizon assessing penalties of up to \$2,000.00 per incident. In the event that Verizon does not install the T1 for any reason outside the control of Monmouth Telecom, Customer agrees to pay all charges from Verizon including, but not limited to, Verizon cancellation fees, failed installation charges, and penalty fees. Customer will reimburse Monmouth Telecom for these fees within 20 days of being invoiced by Monmouth Telecom.
7. Monmouth Telecom customers shall provide all necessary preparations required to comply with Monmouth Telecom installation, maintenance and operational specifications; and will be responsible for all the costs of relocation of services once installed by Monmouth Telecom and or its vendors; and will provide Monmouth Telecom and its communication services and equipment, reasonable access to the customer's premises to perform any acts required by this agreement.
8. Monmouth Telecom will schedule the port of the Customer's telephone numbers over to its system within a reasonable time after Verizon installation of the T1. The date shall be fixed after consultation with the Customer and other Vendors and shall be a firm date. **If Customer fails to participate in the port for any reason on the scheduled date then Monmouth Telecom shall be permitted to assign telephone number(s) and billing will commence.** Voice service is provided under tariff filed with the New Jersey Board of Public Utilities by Monmouth Telephone & Telegraph Corp., a subsidiary of Monmouth Telecom.

9. Monmouth Telecom will commence regular monthly billing for packaged services that include the circuit and voice and/or Internet Fractional T-1 Service or Dynamic Bandwidth to the customer five (5) business days after Monmouth Telecom deems customer's circuit viable and accepts the circuit from Verizon. Monmouth Telecom will commence regular monthly billing of the circuit to the customer five (5) business days after Monmouth Telecom deems customer's circuit viable and accepts the circuit from Verizon.
10. There is a \$50.00 minimum billing charge per month.
11. Monmouth Telecom services are only to be used for lawful purposes. Any transmission or retransmission of material in violation of any Federal or State laws and or regulations is expressly prohibited. This extends to include, but is not limited to: Any copyrighted materials, materials or communications judged to be threatening or obscene, any material or communications prohibited by trade secret. As a customer of Monmouth Telecom and a user of our services your company agrees to indemnify and to hold harmless Monmouth Telecom from ANY and ALL claims resulting from the company's use of the service. Monmouth Telecom reserves the right to terminate service without notice should it receive complaints with respect to the Customer regarding:
  - A. Unwanted email or usenet news posts which reach an unacceptable level, in the sole opinion of Monmouth Telecom.
  - B. Using the service as a platform for hack attempts, port scanning, denial of service attacks or gaining unauthorized access to systems or networks.
12. Should the customer fail to appear at any scheduled installation place and time or fail to provide access the customer shall be liable for "no show" charges.
13. Customer agrees to activate all contracted services with Monmouth Telecom within 30 days of Verizon's activation of a T1 circuit. If Customer fails to do so within 10 days of written request by Monmouth Telecom, Monmouth Telecom may at its sole discretion deem the Customer in default and terminate Monmouth Telecom's contractual obligation in which case Customer shall pay an additional cancellation fee of \$1,500.00 per T1 in addition to all other penalties for cancellation or default set forth in this contract.

### **II. TERMS AND CONDITIONS OF USAGE:**

1. Monmouth Telecom exercises no control whatsoever over the content of any information passing through it. Stated bandwidths apply only to the customer to Monmouth Telecom router port attachment. No guarantee of end-to-end bandwidth on the Internet is made.
2. IP Space is readily available for a minimal charge in accordance with ARIN Guidelines (The American Registry for Internet Numbers). Customer guarantees use of 25% of requested IP space immediately and 50% of requested IP space within 6 months of assignment.
3. Monmouth Telecom reserves the right to change any unlimited plans to per-minute if the usage pattern is unusually high.
4. Title and property rights, including all intellectual property rights to services, are and shall remain with Monmouth Telecom whether or not they are embedded in any programming, software and or hardware. The customer recognizes that Monmouth Telecom services and or products, programming and software used hereunder constitute valuable trade secrets of Monmouth Telecom. The customer will use its best efforts to protect and keep confidential any and all programming and software used by it and shall never make any attempts to copy, examine, in any way alter, re-engineer, tamper with, or otherwise misuse such services, programs, hardware etc.
5. All Hardware is the property of Monmouth Telecom. When the contract reaches maturity, all the hardware that Monmouth Telecom loaned the customer must be returned by the customer to Monmouth Telecom in the same proper working condition that it was received less normal

wear and tear unless the customer renews their contract. If the customer wishes to purchase the Hardware, it will be at the current retail price including Tax and all Handling Charges.

### III. PAYMENT, CONTRACT RENEWAL AND TERMINATION:

1. Payment for services is made on a monthly basis. Payment is due on **receipt** with Customer's payment to be received by Monmouth Telecom not later than the last business day of the billing month. If payment is not received by the last business day of the billing month then interest will be charged at the rate of one and one-half percent (1 ½%) per month. An act of default accelerates payments to be due at once, and any type of credit is no longer extended. If service is subject to interruption, the balance of customer's account will accrue interest at a rate of one and one-half percent (1 ½%) per month. In the event that Monmouth Telecom finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of Thirty Percent (30%) will be added to the balance due. If Monmouth Telecom has to institute suit in a court of law to recover any monies due under his contract, the customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, Customer shall pay in addition all legal fees incurred by Monmouth Telecom in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at one and one-half percent (1 ½%) per month of the unpaid balance until the account is paid in full. This policy will be strictly enforced.
2. In the event the Customer fails to pay its bill by the end of the billing month, Monmouth Telecom may send the Customer an Interruption of Service Notice. If Customer still fails to pay its bill by the date specified in the Notice (normally 24 to 48 hours) Monmouth Telecom may interrupt service. If the Customer requests to be reactivated within 5 days after deactivation, all outstanding charges including a restoration fee of \$200.00 will be due in advance. After the 5<sup>th</sup> day of Monmouth Telecom Service deactivation, the Local Loop portion of the service will be disconnected. Reactivation after the Local Loop service has been disconnected could take up to 60 days and will require that the customer pays all over due charges plus a restoration fee of \$1,000.00 in advance. The customer will be responsible for all time and materials charges incurred by the Local Loop provider during reactivation of service. Customers will pay all sales and use taxes, as well as all duties or levies on products and services.
3. All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in writing 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). Written Notification can be sent via email to [acting@monmouth.com](mailto:acting@monmouth.com) or faxed to 732-704-1180.  
The undisputed portions of the bill must be paid upon receipt of the invoice and a copy of the written dispute notification must accompany payment.  
Monmouth Telecom will make a good faith effort to respond to all billing disputed within (30) days of receipt. Should Monmouth Telecom deny a dispute filed by the customer, the customer shall have ten (10) business days by which to pay the disputed amount(s). Should the disputed amounts in any two (2) consecutive months exceed twenty-five percent (25%) of invoiced charges, the customer shall be required in each succeeding month to pay upon receipt of the invoice the greater of all undisputed charges or seventy-five percent (75%) of the total charges invoiced in that month, pending the final resolution of the disputed amounts by Monmouth Telecom as set forth above.
4. The customer is liable for all outbound calls made on its telephone system whether authorized, unauthorized, or fraudulent. It is the customer's responsibility to protect its telephone system and/or PBX System from security violations and unauthorized use and the customer must pay for all calls made through its telephone system. The customer is encouraged to protect itself from potential abuses by utilizing Monmouth Telecom's available features of international call blocking and account codes, however, these services are offered by way of assistance only, and cannot provide 100% protection against fraud and security penetrations for which customer does remain responsible. The Customer's PBX or other telephone system provider may be able to provide additional assistance to secure the system.
5. Upon default by the customer, Monmouth Telecom will reclaim hardware and or software it owns. In this case the customer will provide full and free access to the hardware and or

software. Monmouth Telecom will retain all payments made hereunder, and recover charges and costs owed by the Monmouth Telecom customer.

6. During the contractual year, the number of lines or bandwidth cannot be decreased. There is no termination charge when a customer upgrades to a higher level of service.
7. Monmouth Telecom reserves the right to change its rates and otherwise modify these Terms and Conditions by notifying the Customer 30 days in advance of the effective date of such changes. If customer does not agree to pay such rate increase, the customer can terminate this agreement within 30 days of written notice without penalty or termination charges whether or not the agreement is a long term contract or not. These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail not withstanding any variance with terms and conditions of ANY and ALL orders submitted.
8. All contracts are non-cancelable until they reach maturity. The contract when it reaches maturity shall automatically renew for a **period equal to the initial contract term** and shall continue to renew automatically under the same terms and conditions as specified herein in this Contract.
9. This contract may only be cancelled by the Customer giving a written cancellation notice at least **60** days before the contract maturity date. The only form of written cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested.
10. The parties agree that damages in the event of early cancellation of the contract cannot be readily determined. This is because costs incurred by Monmouth Telecom, initial setup fees paid to others by Monmouth Telecom, and cancellation charges from Verizon and other service providers cannot be easily separated out and assigned to individual customer accounts. The parties therefore agree that the following liquidated damages are fair and reasonable under these circumstances:
  - A. In the event customer cancels or defaults upon a one-year contract then customer shall pay 100% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the contract.
  - B. In the event customer cancels or defaults upon a multi-year contract then customer shall pay 100% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the first year of the contract and 75% of the fixed monthly charges (all charges excluding charges for minutes) for all months remaining on the contract after the first year.
  - C. In return for this liquidated damage payment, Monmouth Telecom is waiving its collection of profit on the minutes it was entitled to and which were calculated into the original costs of initiating service to the customer.
  - D. The customer is responsible for 100% of any termination liability, payable to the third parties, resulting from contract termination.
11. In the event that Monmouth Telecom receives a port out request for a customer who is still under contract Monmouth Telecom shall take the following actions:
  - A. Monmouth Telecom will accept the port out request as a cancellation
  - B. Monmouth Telecom will shut off all service to the customer one (1) business day after port is completed
  - C. Customer will be responsible for fixed charges based on the 60 day written cancellation notice requirement.
12. In the event this Order is placed by an existing Customer and is an Order for an additional circuit then these terms and conditions shall replace those for the original service and the contract end date for the original service shall be extended to the contract end date for the new circuit. This is so the Customer shall have only one end of service date with Monmouth Telecom.
13. If the customer has more than one account or more than one service agreement with Monmouth Telecom, and fails to pay any one bill by the end of the month, or defaults on any service agreement, then all of the customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these Terms and Conditions.

### IV. LIMITATIONS OF LIABILITY:

1. Monmouth Telecom is not responsible for any damages you or your business suffers. Monmouth Telecom makes no warranties of any kind, express or implied for services we provide. Monmouth Telecom also disclaims any warranty of merchantability or fitness for a

particular purpose. This includes loss of data or loss of voice and/or data services resulting from delays, non-deliveries, wrong deliveries, and any and all service interruptions for whatever reason whether caused by Monmouth Telecom, its employees, or by yourself or any third parties. This includes both negligent and intentional acts and/or omissions by Monmouth Telecom or any other party. Monmouth Telecom is not responsible for any direct or consequential damages whatsoever arising out of the provision of services.

2. Any and all information obtained from Monmouth Telecom public and or private data network services is at your own risk.
3. Physical Equipment and or Software products that are not provided by Monmouth Telecom are the responsibility of the customer, company or individual or both as the limits of the law allows for. Monmouth Telecom will not be responsible for the installation and or service on equipment and or software that was not provided by Monmouth Telecom. All customers are responsible for the use and compatibility of hardware and software not provided by Monmouth Telecom. In the event that the customer uses hardware and software that impairs the customer's use of Monmouth Telecom services, the customer shall nonetheless be liable for regular payments to Monmouth Telecom. Upon notice from Monmouth Telecom that the hardware and or software not provided by Monmouth Telecom is causing, or, in the sole opinion of Monmouth Telecom, is likely to cause hazard, interference or service obstruction, the customer shall eliminate the hazard, interference or service obstruction at once. Customers will, if necessary pay Monmouth Telecom to troubleshoot problems caused by such equipment and or software not provided by Monmouth Telecom. Monmouth Telecom will not be responsible if any changes in hardware, software or service cause equipment not provided by Monmouth Telecom to become obsolete, require modification or alteration, or in any other way affect the total performance of Monmouth Telecom on an end-to-end basis and protect the Monmouth Telecom backbone network and those networks attached to the Monmouth Telecom network. In the cases of customer owned hardware and or software connected to the Monmouth Telecom network the customer is totally responsible for any and all service to that equipment. Monmouth Telecom, at its option, can supply technical services in the form of consulting and or service to Monmouth Telecom customers at their request. Such services are billed out at rates set on the Monmouth Telecom pricing sheet and or at rates that are in effect at the time such services are requested. Monmouth Telecom has the right to refuse any such technical services at its sole option.
4. As a Monmouth Telecom customer you may not sell, assign or transfer your service order without the prior written consent of Monmouth Telecom. Monmouth Telecom may at anytime sell, assign or transfer this agreement with written notice. Monmouth Telecom will not be responsible for performance of its obligations hereunder when delayed or hindered by war, riots, embargoes, strikes or acts of its vendors and suppliers, concealed acts of workman (whether of Monmouth Telecom or others), or accidents. Monmouth Telecom will attempt to notify customers in the event of any of the foregoing occurrences. Should such occurrence continue on for more than 30 days, Monmouth Telecom or its customers may cancel service for the affected services and or products with no further liability.
5. The provision of Monmouth Telecom services and or products is subject to Monmouth Telecom continuing approval of customer credit-worthiness. Any legal action arising out of failure, malfunction or defects in Monmouth Telecom services or goods shall be brought within a period of one year of the occurrence or is deemed waived.
6. Monmouth Telecom shall not be liable, either in contract or in tort, for protection from unauthorized access of its customer's transmission facilities or customer owned premise equipment, or for unauthorized access to or alteration, theft or destruction of a customer's data files, programs or information through accident, fraudulent means or devices, or any other method, even should such access occur as a result of Monmouth Telecom negligence. Monmouth Telecom shall not be in any way responsible for claims or damages caused by a

customer, through fault, negligence or failure to perform customer's responsibilities, claims against a customer by any other party; any act or omission of any party furnishing services and or products; or for the installation and or removal of any and all equipment supplied by any service provider or Monmouth Telecom. The Customer shall indemnify and hold harmless Monmouth Telecom from any and all claims brought against Monmouth Telecom as a result of the Customer's acts or omissions.

**V. GENERAL TERMS:**

1. No agent, employee, or representative of Monmouth Telecom has the authority to bind the parties to any representation or warranty unless such is specifically included in these terms and conditions, the Monmouth Telecom order form, or a written amendment thereto. All notices to parties of disputes arising under this Agreement shall be sent by certified mail to the parties addressed as shown on their most recent service order.
2. When you as a company and or individual sign a Monmouth Telecom contract, this constitutes acceptance of these Terms and Conditions. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties. No alterations or variations of this agreement shall be valid unless made in writing, dated, and signed by both parties. The parties agree that this is the entire agreement and that it supersedes any and all verbal or written agreements that have been made previously.
3. This agreement shall be governed under the Laws of the State of New Jersey. The parties agree that any legal actions involving this contract shall be brought by way of arbitration proceedings and shall be venued within Monmouth County, New Jersey. The Arbitration shall be under the rules and regulation of the American Arbitration Association and the results of any such arbitration shall be binding and enforceable in any court of competent jurisdiction.
4. Customer hereby authorizes Monmouth Telecom to contact its pre-existing carrier(s) and inquire about information regarding the Customer Company named below.
5. Voice Service is provided through Monmouth Telephone & Telegraph Inc., a subsidiary of Monmouth Telecom, and is provided in accordance with the provisions of Monmouth Telephone & Telegraph's tariff filed with the New Jersey Board of Public Utilities.
6. Customer understands it is responsible for any and all calls made through this service.
7. The Customer has read and understands the Terms and Conditions of this Agreement.
8. Section Titles herein are for reference only and have no legal significance.
9. These Terms and Conditions are subject to amendment without notice. The most recent version of these Terms and Conditions can be found at [www.monmouth.com/tos.htm](http://www.monmouth.com/tos.htm)

**The Customer has read and understands the Terms and Conditions of this Agreement.**

Accepted By: \_\_\_\_\_  
Print name & title                      Signature                                      Date

CUSTOMER: \_\_\_\_\_  
Print Company Name

Authorized Representative  
Of Monmouth Telecom: \_\_\_\_\_  
Print name                                      Signature                                      Date

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