



SERVICE AGREEMENT

Pg. 1 of 3

CUSTOMER INFORMATION

Company Name (include any DBA)	
Contact Name	Contact Title
Contact Phone Number	Contact Fax Number
Owner/Officer Name	Owner/Officer Title
Service Location Address (NO PO BOXES PLEASE):	

CREDIT INFORMATION

Current/Previous Long Distance Carrier:	Local Exchange Carrier:											
<input type="checkbox"/> Previous Long Distance Bill Attached (Remittance Page) <input type="checkbox"/> LEC Bill Attached (Remittance Page within last 60 days)												
Type of Business:												
<input type="checkbox"/> Corporation <input type="checkbox"/> Joint venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Subchapters <input type="checkbox"/> Sole Proprietorship*												
<i>*Must provide Principal's Social Security Number below.</i>												
Primary Business	Years in Business											
<i>If applicant has been in business less than two years, guarantor information is required.</i>												
Federal Tax Identification Number:												
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D&B Number:												
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		-				-						
Total Number of Lines: <i>(include fax & terminal)</i>	Estimated Total Monthly Usage: \$											
Has applicant ever had an GEOTEL Account? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, list names & acct #'s:</i>												
Name of Principal (<i>First, Middle, Last</i>):												
Principal's Social Security Number:												
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Previous Address (<i>if at current address less than 2 years</i>):												

TRACKING INFORMATION

Account Number									
Agent Name	Agent ID Number								
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BILLING INFORMATION

Bill to: <input type="checkbox"/> Group <input type="checkbox"/> Location
Billing Address if different than Service Location, can be PO Box <i>(Include City, State, ZIP):</i> <input type="checkbox"/> Same as Contact <input type="checkbox"/> Different from Contact
Billing Phone Number: <input type="checkbox"/> Same as Contact <input type="checkbox"/> Different from Contact:
Billing Contact Name Billing Contact Phone Number

BANK REFERENCE

Name	Account #
Address	Phone #
Name	Account #
Address	Phone #

TRADE REFERENCE

Name	Account #
Address	Phone #
Name	Account #
Address	Phone #

The undersigned has read, understands, and agrees to be bound by the attached **Letter of Agency** and **Terms and Conditions** which are part of this Agreement. **All commitments must be stated in writing within this Agreement, and no oral or written representation not contained herein shall be binding upon Company unless confirmed in writing by an Officer of Company.** The undersigned has authority to enter into this **Service Agreement**, and authorizes the release of credit and financial information by the applicant's bank or trade references.

Name: _____ Title: _____

Signature: _____ Date: _____



SERVICE AGREEMENT

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PRODUCT INFORMATION	
Order Status:	
<input type="checkbox"/> New Account	<input type="checkbox"/> Delete Account
<input type="checkbox"/> Service Addition	<input type="checkbox"/> Service Change
<input type="checkbox"/> Service Deactivation	<input type="checkbox"/> Other: _____
1+ Switched Services	
Product Type <input type="text"/>	Quantity _____
Intrastate Rate _____	Interstate Rate _____
Switched Toll Free (Inbound)	
Product Type <input type="text"/>	Quantity _____
Intrastate Rate _____	MRC _____
Interstate Rate _____	NRC _____
1+ Dedicated Services	
Product Type <input type="text"/>	Quantity _____
Intrastate Rate _____	MRC _____
Interstate Rate _____	NRC _____
Dedicated Toll Free (Inbound)	
Product Type <input type="text"/>	Quantity _____
Intrastate Rate _____	MRC _____
Interstate Rate _____	NRC _____
International Rates	
<input type="checkbox"/> Home Run	<input type="checkbox"/> All World

SWITCHED SERVICES	
Local Exchange Carrier: _____	
Order Entry Please Note: KEY OFF OF THE LOA AND RESPORG!!	
ACCOUNT CODES	
<input type="checkbox"/> Verified <input type="checkbox"/> Non-verified	
# of Digits: _____	Index: _____

DEDICATED ACCOUNT CODES	
Order Entry Please Note: PLEASE MANUALLY ADD \$15 MRC!!!	
CUSTOM ACCT CODES ARE SUBJECT TO SPECIAL PRICING!!	
ACCOUNT CODES	
<input type="checkbox"/> Verified <input type="checkbox"/> Non-verified	
# of Digits: _____	Index: _____

CALLING CARD/ACCOUNT CODE DATA		
International Termination: <input type="checkbox"/> Allow <input type="checkbox"/> Disallow		
Quantity _____	Product Type _____	
# of cards	Name to Appear on Card(s)	Phone number for Calling Card

NOTES

CUSTOMER PROFILE	
Number of Employees _____	
Type of Business	
<input type="checkbox"/> Financial	<input type="checkbox"/> Reseller
<input type="checkbox"/> International Trade	<input type="checkbox"/> Public
<input type="checkbox"/> Insurance	<input type="checkbox"/> Hi-Tech
<input type="checkbox"/> Hotel/Recreations	<input type="checkbox"/> Other: _____
Most Commonly Called International Region	
<input type="checkbox"/> Europe	<input type="checkbox"/> Asia
<input type="checkbox"/> South America	<input type="checkbox"/> Australia
<input type="checkbox"/> Africa	<input type="checkbox"/> Canada
	<input type="checkbox"/> Mexico
	<input type="checkbox"/> Other: _____
Referral Source	
<input type="checkbox"/> Visit (in person)	<input type="checkbox"/> Website
<input type="checkbox"/> Phone Book	<input type="checkbox"/> Print Ad.
<input type="checkbox"/> Cold Call	<input type="checkbox"/> Referral
	<input type="checkbox"/> Other: _____

Customer Initials: _____ Date: _____

Service Agreement
Terms and Conditions

TERM OF AGREEMENT.

- Month-to-month** – This Service Agreement will automatically be renewed on a month-to-month basis.
- 12 Months** – The Service Agreement shall continue for a period of twelve (12) months from the date of commencement.
- 24 Months** - The Service Agreement shall continue for a period of twenty-four (24) months from the date of commencement.
- 36 Months** - The Service Agreement shall continue for a period of thirty-six (36) months from the date of commencement.

GEOTEL COMMUNICATION SERVICES, INC. is authorized by state and federal regulatory authorities. Tariffs, rates, terms, and conditions of service are on file with the appropriate jurisdictional authority and apply to services offered under this service agreement to provide telecommunications services. Any conflict between this Agreement and the Tariffs shall be governed by the Company's then-current FCC Domestic Tariff.

1. GENERAL. Any notice permitted or required shall be in writing and sent postage paid, first class United States mail, to the party for which intended, at the address last provided to each party. This Agreement, the attachments and exhibits constitute the entire Agreement between the parties and no oral or written representation not herein contained shall be binding upon Company unless confirmed by a written instrument signed by a duly authorized officer of Company. No modification or amendment hereto shall be effected by the acknowledgement or acceptance by Company of any purchase order, sales acknowledgement or other similar form from Customer.
2. DISCLAIMER OF WARRANTIES. Except as otherwise stated herein, Company makes no warranty, express or implied, with respect to the provision by it of long distance service hereunder, and disclaims any express or implied warranty of merchantability, or foreseeable or unforeseeable damages, including, without limitation, lost sale or lost profits which customer, (or any of the customer's customers) may suffer as a result of the Company provision of or failure to provide services, or the use or non-use of such services by the customer. Company expressly disclaims any representation or warranty regarding any percentage of savings regarding the use of any services provided by Company.
3. PAYMENT. Payment is due upon receipt of your invoice. Your account is delinquent 25 days after the date of your invoice. There is no finance charge for services performed during a billing period if the balance is paid within 25 days of the date shown on the bill for that period. If not paid within the 25 day period, a finance charge equal to the current legal rate of interest will be applied to all delinquent balances owed to Company. The amount of the "FINANCE CHARGE" for each statement period is computed by applying the "Periodic Rate" to the Previous Balance. The "Periodic Rate" is 1.5% per month, unless otherwise indicated by applicable law. The "ANNUAL PERCENTAGE RATE" is 18%. Company may change these terms, but only by mailing or delivering written notice of such change to you as required by applicable law. Continuation thereafter of service by Company shall be subject to the approval of Company credit department and may require payments in advance, deposits or other guarantees to satisfy Company that invoices will be paid when due. The Company may suspend service to the Customer at any time for non-payment. Company will charge a \$20.00 fee for any returned check. Customer is liable for all fixed charges (if any) that continue to bill regardless of the actual long distance usage amount. In the event service is suspended or disconnected, a reconnection fee for the continuation of service equal to the original connection fee (or \$50.00 whichever is greater) may be charged.
4. AMENDMENT. This agreement, including rates, may be modified, amended or changed by Company in Company's sole discretion and without notice to Customer.
5. ADDITIONAL TELEPHONE CHARGES. Customer acknowledges and agrees that Company is providing only interexchange service. The Customer may incur additional charges with its local telephone exchange company which may or may not be related to the service by Company. Unless otherwise agreed to in writing, Customer assumes full responsibility for such charges.
6. CREDITS. Customers may be eligible for credits pursuant to the terms of the company's tariff.
7. SUSPENSION/TERMINATION. Customer may terminate this Agreement without liability if the Company's network quality does not meet industry standards, provided that all of the following conditions are met: (a) The Company's failure to meet industry standards must be attributable to facilities or causes within the Company's reasonable control, (b) the Company is unable to resolve the problem within two (2) weeks after receipt of written notice of the problem; and (c) Customer's account balance is current. If Customer terminates this Agreement for any other reason prior to the expiration of the then-current term, Customer shall be liable and agrees to pay on demand a termination penalty equal to the monthly or annual revenue commitment multiplied by years, months or days remaining on the unexpired term. The Company reserves its rights to suspend or terminate this Agreement in accordance with suspension and termination rights in the Tariff. If Company terminates this Agreement for cause, Customer shall be liable to and pay on demand a termination penalty as described in this Section.
8. ASSIGNMENT. This Agreement may not be assigned by the Customer without the prior written consent of the Company.
9. INDEMNIFICATION. Customer shall indemnify and hold Company, its affiliates, stockholders, officers, directors and employees harmless from and against, and shall reimburse Company for any and all losses, damages, liabilities, deficiencies, claims, actions, causes of action, judgments, awards, costs and expenses (including, but not limited to, costs of defense and reasonable attorneys' fees) incurred by Company and arising out of or in connection with, in whole or in part, directly or indirectly: (a) any breach of this Agreement by Customer; or (b) any claims which may be asserted by parties other than Customer who have use of or access to the Services through Customer.
10. APPLICABLE LAW. This Agreement shall be governed under the laws of the state of California; Customer agrees to judicial venue in Santa Barbara County. This Agreement and all rates, services and products provided hereunder is made subject to all present and future valid orders and regulations of and tariffs filed with any regulatory body having jurisdiction over the subject matter hereof, and to the laws of the United States, any of its states, or any foreign governmental agency having jurisdiction.
11. ATTORNEY'S FEES. Should any party or parties hereto institute any action or proceeding to enforce or interpret any term or provision hereof or for damages by reason of any default hereunder or for any other judicial remedies, the prevailing party or parties shall be entitled to reimbursement from the non - prevailing party or parties of the prevailing party's or parties reasonable attorney's fees and costs, including on any appeal, as determined by the court of competent jurisdiction.
12. WAIVER. The failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a waiver or relinquishment of any other instance, or of any other provision of this Agreement.
13. CONFIDENTIALITY. The terms of this Agreement, the Attachments and Exhibits are confidential and proprietary and shall not be disclosed by Customer to any third party.

Address Questions to: **GEOTEL COMMUNICATION SERVICES, INC.**
3875 TELEGRAPH ROAD #326
VENTURA, CA 93003
Phone (877) 650-5436

Customer Initials: _____ Date: _____