

# Digital Connections for Business

Lower phone bills. Faster internet.



**Service  
Agreement**

PREPARED EXCLUSIVELY FOR

# Opening A Small Business Account



CUSTOMER NAME	DATE
ADDRESS	PHONE
	CONTACT PERSON

## 1. Implementation Plan

When you are ready to open your ADN phone account one of our account managers will walk you through the provisioning process and help you coordinate a successful implementation. Having a plan is very important for the success of your SIP Trunking installation. Before you place your order, there are a few items you should consider:

**Existing Local & Long Distance Numbers • Service Plan Selection • Account Administration • Multi-Site E911 Setup**

## 2. Choose an ADN Calling Plan

Please choose a plan below. Each ADN service plan includes a pool of minutes to be used for outbound calling. Each service plan also includes a given amount of phone numbers as well as a local E911 listing.

ADN 110+ PLAN	ADN 160+ PLAN	ADN 320+ PLAN
<p><b>\$75 Setup</b>  <b>\$110.00/Month*</b>  <b>\$14.99/month</b>  <b>Virtual Fax Basic Line**</b></p> <p>Minute bundles are valid for calendar month                      Outbound calling coverage rate of 2.5 cents/min.                      Toll-Free usage, International Calling, Caller ID Name and Porting not included</p> <p>ADN 110+ plan cannot be used for auto dialer/wholesale services</p> <p><b>SERVICES INCLUDED</b></p> <ul style="list-style-type: none"> <li>Unlimited Call Paths</li> <li>Outbound Calling 3,000 Mins. (US 48 &amp; Canada)</li> <li>Unlimited Inbound Calling</li> <li>3 Telephone Numbers Included (one-time portability fee—\$5.99/number)</li> <li>Additional options for Porting and Caller ID name</li> <li>Toll-Free Calling—1 Number, metered at 3.9 cents per min</li> <li>Disaster Recovery Routing with Auto Detection</li> <li>One 911/E911 Location</li> <li>5-Year Term Agreement—early termination fees apply</li> </ul>	<p><b>\$75 Setup</b>  <b>\$160.00/Month*</b>  <b>\$14.99/month</b>  <b>Virtual Fax Basic Line**</b></p> <p>Minute bundles are valid for calendar month                      Outbound calling coverage rate of 2.5 cents/min.                      Toll-Free usage, International Calling, Caller ID Name and Porting not included</p> <p>ADN 160+ plan cannot be used for auto dialer/wholesale services</p> <p><b>SERVICES INCLUDED</b></p> <ul style="list-style-type: none"> <li>Unlimited Call Paths</li> <li>Outbound Calling 6,000 Mins. (US 48 &amp; Canada)</li> <li>Unlimited Inbound Calling</li> <li>6 Telephone Numbers Included (one-time portability fee—\$5.99/number)</li> <li>Porting included for 6 numbers Caller ID name optional</li> <li>Toll-Free Calling—1 Number, metered at 3.9 cents per min</li> <li>Disaster Recovery Routing with Auto Detection</li> <li>One 911/E911 Location</li> <li>5-Year Term Agreement—early termination fees apply</li> </ul>	<p><b>\$75 Setup</b>  <b>\$320.00/Month*</b>  <b>\$14.99/month</b>  <b>Virtual Fax Basic Line**</b></p> <p>Minute bundles are valid for calendar month                      Outbound calling coverage rate of 1.8 cents/min.                      International Calling is separate                      Toll-Free coverage at 2.4 cents per minute</p> <p>ADN 320+ plan cannot be used for auto dialer/wholesale services</p> <p><b>SERVICES INCLUDED</b></p> <ul style="list-style-type: none"> <li>Unlimited Call Paths</li> <li>Outbound Calling 15,000 Mins. (US 48 &amp; Canada)</li> <li>Unlimited Inbound Calling</li> <li>15 Telephone Numbers Included (one-time portability fee—\$5.99/number)</li> <li>Additional options for Porting and Caller ID name</li> <li>Toll-Free Calling—1 Number, metered at 3.9 cents per min</li> <li>Disaster Recovery Routing with Auto Detection</li> <li>One 911/E911 Location</li> <li>5-Year Term Agreement—early termination fees apply</li> </ul>

\*Federal, State and local taxes are not included with ADN service plans. Taxes can vary by city, county and state.  
 \*\*Virtual Fax Adapter—one-time fee of \$189.99 plus shipping

## 3. Phone System Rental

Phone systems are provided for rent via an unaffiliated third-party company, Newlane Finance Company ("Newlane"). The terms associated with your equipment rental are provided solely by Newlane, and ADN hereby disclaims any all liability related to your rental. To receive the phone systems, you must return (1) a signed version of this Agreement, and (2) a completed and signed version of Newlane's "Rental Agreement". Rental term for the phone systems ("Term") is 60 months, and upon completion of the Term, a new Rental Agreement must be signed or the Phone systems returned. Newlane may charge termination fees for early termination of the Rental Agreement. Please review the Rental Agreement carefully before signing.

Rental costs will vary depending on the number of phones:

# Phones	Rental Costs
☐ 1-10	\$ 143.55/mo
☐ 11-20	\$ 259.64/mo
☐ 21-30	\$ 330.18/mo
☐ 31-40	\$ 407.49/mo
☐ 41- 50	\$ 582.15/mo
☐ 50+	\$ 582.15/mo plus \$10.00 per phone over 50 per mo.

Taxes and fees not included in monthly price and equipment insurance is required. Upon a properly completed and signed Rental Agreement, phone system installation and programming will be included by ADN at no cost.

# Opening A Small Business Account



**Includes:** Yealink T57W and T53W phones, rack style battery, and 6U cabinet. Installation and programming of the system is included at no charge with the signed rental agreement. Programming changes can be made at no charge for 30 days from signing the contract.

**Not included:** POE switch, Router, AP for WIFI or cable. These items if requested will be billed separately.

**Server Requirements:** If you do not have a server to run the telephone software onsite, we can provide a cloud server for \$50.00 per month that would be added to the monthly billing

**Requirements:** 60 month calling plan agreement. 60 month ISP agreement. (where available)  
After 60 months a new rental agreement will need to be signed or return the equipment.

## Additional numbers, toll-free service and additional features can be ordered at any time:

Power Pack Services	Monthly Cost	Toll-Free Service	Monthly Cost	Optional Features	Monthly Cost	One-Time Cost
Alternate Numbers	\$5.99	Toll-Free Metered	3.9¢ per minute	Caller ID Name Outbound	N/A	\$15
Anonymous Call Rejection	\$5.99	Toll-Free 10K Bundle	\$200 package	Caller ID Name Inbound	\$3	N/A
Call Forwarding Always	\$5.99	Toll-Free 25K Bundle	\$475 package	International Calling	Varies by location called	N/A
Call Forwarding Busy	\$5.99			Additional E911 Location	\$2.50	N/A
Call Forwarding No Answer	\$5.99					
Call Forwarding Not Reachable	\$5.99					
Additional Numbers	\$5/number					
Additional numbers, toll-free service and additional features can be ordered at any time:		Quoted toll-free rates represent inbound toll-free calls originating from the continental US 48 States and Canada. Toll-free coverage rates may be reduced for bundled service. Depending on your service plan, porting existing toll-free numbers may have a one-time porting cost.				
International Numbers vary by price. There is a one-time \$20 fee per number for porting.						
5-year term agreement.						

## 4. Account Administration and Billing Process

Before you get started with our service, it is very important that you understand your account's billing process. To open your account return a signed copy of your agreement to [accounting@adninternettelephone.com](mailto:accounting@adninternettelephone.com). All small business services are set up on an automatic payment schedule. You will receive an invoice the 1st business day of each month via email. When signing up for service you will be asked to fill out a ACH Bank Payment Authorization form. Auto debit payments using a recurring ACH bank account on file automatically keeps your account paid in full and will be charged to your account on the 10th of each month.

The 1st month will be a prorated statement: new accounts will have their service plan price prorated on their 1st statement. This prorated value depends on the calendar day of the month your service was active.

**BILLING PERIOD:** Included service plan minutes are effective the 1st day of each calendar month, ending the last day of that month. Billing Statements are emailed on the 1st of every month. If your email address changes please be sure to notify us of this change.

**TAXES:** Telecom taxes are added to your statement on the last day of each calendar month. Taxes include applicable federal, state and municipal taxes.

## 5. To Activate your Account

Once you have provided us your current phone numbers, selected a plan, and signed the following agreement, we can set up a provision date for you.

## 6. Payment Terms and Early Termination Fee

Customer agrees to pay the total fees plus sales tax in sixty consecutive monthly installments. If Customer terminates this Agreement before expiration of the sixty (60) month term, or if ADN terminates this Agreement early due to Customer's breach, then, in addition to any outstanding fees owed at termination, Customer shall pay ADN, as liquidated damages and not as a penalty, an early termination fee equal to fifty percent (50%) of the remaining fees due under the sixty (60) month term.

# Maintenance and Service Agreement



CUSTOMER NAME	DATE
ADDRESS	PHONE
	CONTACT PERSON

## ADN agrees to provide Telephone System Maintenance and Support to Customer as follows.

**1. Scope.** This Agreement extends to all services and equipment rendered by ADN to Customer, including additional services and equipment requested by Customer after signing this Agreement. While ADN may provide additional services at its discretion, ADN shall be under no obligation to provide services with regard to equipment not specifically listed in this Agreement.

**2. Fees.** Customer shall pay all fees listed on the ADN "Opening a Small Business Account" Order Form. All other labor, parts and product charges will be separately invoiced to the Customer, and Customer agrees to pay all invoices according to their terms. Any invoice remaining unpaid after 30 days shall be subject to an interest charge of 1.5% per month. Rates subject to change in the ordinary course of business.

**3. Confidential Information.** "Confidential Information" refers to any non-public information that ADN discloses to Customer and designates as confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by Customer, including but not limited to tangible or intangible information relating to software or hardware products, business policies or practices, and pricing information. Customer shall not disclose any Confidential Information to any third party without the prior written consent of ADN.

**4. Access and Facilities.** In addition to any particular items listed on an applicable addendum or statement of work, Customer will supply ADN personnel working on Customer's premises with suitable facilities, office space and access to telephones, Customer's computers and servers, and the internet, for use in connection with ADN's performance of the services. Customer acknowledges that the success of its engagement with ADN depends on Customer's timely and effective satisfaction of its responsibilities under the Agreement, as well as timely responses from Customer to requests for information, decisions, testing, and approvals. Should Customer's delay in any of its responsibilities hinder ADN's performance, then ADN has the right to alter the timeline and bill Customer for services that would have been rendered during the original agreed timeline or bill client for unrealized hours associated with Customer's delays.

**5. Term.** This Agreement shall remain in force for a period of sixty (60) months from the date of execution. The Agreement may be terminated upon written notice at any time by either party. In the event that ADN terminates this Agreement for convenience, ADN shall refund Customer the prepaid fees for services not performed. This Agreement shall renew automatically from year to year; annual fees are subject to change from year to year.

**6. Payment Terms and Early Termination Fee.** Customer agrees to pay the total fees plus sales tax in sixty consecutive monthly installments. If Customer terminates this Agreement before expiration of the sixty (60) month term, or if ADN terminates this Agreement early due to Customer's breach, then, in addition to any outstanding fees owed at termination, Customer shall pay ADN, as liquidated damages and not as a penalty, an early termination fee equal to fifty percent (50%) of the remaining fees due under the sixty (60) month term.

**7. Remote Access.** Customer hereby consents to ADN accessing its systems remotely at any time. Customer further consents to ADN making such remote repairs and adjustments to hardware and/or software as ADN shall deem appropriate.

**8. Suspension of Service.** If any periodic charge or any amount due under any invoice remains unpaid, ADN may suspend service with or without notice until all charges are paid in full.

**9. Inspection.** All equipment is subject to inspection by ADN at least annually to determine its condition. ADN shall notify Customer if it deems any equipment unsuitable for further service or maintenance due to age, condition, or any other factor. ADN shall no longer be obligated to maintain or service such equipment. Customer shall be responsible for any cost to refurbish, replace or repair the equipment.

**10. Force Majeure.** If maintenance or service is prevented, hindered or delayed by reason of any cause or causes beyond the control of ADN and which cannot be overcome by due diligence, ADN shall be excused from performing the service to the extent that is necessarily prevented, hindered or delayed thereby during the continuance of any such happenings or events and the maintenance service shall be deemed to be suspended so long as and to the extent that any such cause prevents or delays its performance. Force majeure includes any power or service outage which materially affects ADN or Customer.

(continued)

### ISP – Internet Service Provider

- Yes, please provide internet to our location for \$ \_\_\_\_\_ monthly with speeds up to \_\_\_\_\_ up \_\_\_\_\_ down.
- No

# \_\_\_\_\_ Locations

\*60 Month Term

**11. Customer Notification.** Customer shall be responsible for notifying ADN of any required service, beyond scheduled maintenance, by calling our main office at 1-800-599-0662 or by email at support@adnmaine.com.

**12. Warranty Disclaimers.** Except as otherwise expressly set forth, ADN PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) ADN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (B) ADN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL NOT INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

**13. Limitation of Liability.** ADN shall not be liable for any direct, indirect, special or consequential damages, including lost profits or loss of business in connection with the equipment or services covered by this Agreement. Any recovery by Customer, including for breach or failure by ADN or any other cause of action, shall be limited to replacement of the product or refund of service fees. In no event shall recovery exceed the value of the product damaged or amounts paid for services directly related to any such damages under this contract for the previous six-month period.

**14. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**15. Dispute Resolution.** This contract shall be construed under and governed solely by the internal laws of the State of Maine, including without limitation applicable federal law, without reference to any conflicts of laws principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties, or any international convention, treaty, or law. All disputes arising hereunder shall be resolved by litigation. Venue shall be in Waterville, Maine, or such other location as may be agreed by the parties. Notwithstanding the foregoing language, nothing in this agreement shall prevent Alliance Digital Networks from perfecting, enforcing, and/or adjudicating any claim of mechanic's lien or other lien or seeking injunctive relief, in any state or federal court.

**16. Miscellaneous.** All modifications, supplements, or amendments to this agreement must be in writing, and email confirmation is acceptable. Any notice to be given pursuant to this Agreement shall be delivered via email or sent by regular mail to the address shown herein or to the last known place of business of the party. Customer shall be responsible for any and all costs of collection or other damages on account of default, including reasonable attorneys' fees. If this contract includes equipment or technology relating to credit card processing, Customer acknowledges that ADN is not a credit card processor and provides no processing services, nor has ADN provided any advice relating to PCI compliance.

**17. Assignment.** ADN may assign any interest in this Agreement or any of its duties or rights under this Agreement, without the prior written consent of the Customer.

**18. Severability.** If any provision of this Agreement shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

**19. Entire Agreement.** This Agreement, including any applicable statements of work, addenda, amendments, or exhibits executed in accordance herewith, constitute the complete and exclusive statement of terms and conditions of the agreement between ADN and Customer.

# Recurring ACH Payment Authorization Form



## Please complete the information below.

### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an "ACH Debit". You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected..

### Bank Information

I, (Full Name) \_\_\_\_\_, authorize ADN Internet & Telephone to charge my bank account on the 10th of each month for payment of my INTERNET/phone bill for the following plan:

**ADN110+**    **ADN160+**    **ADN320+**

I understand that I will only receive advance notice of the charge if it exceeds \$300.00.

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_

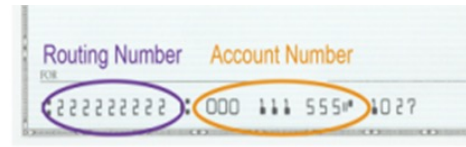
#### BANK DETAILS

Account Name \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Routing Number \_\_\_\_\_



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

# Agreement Signatures



**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND ACCEPTS ITS TERMS, CONDITIONS, AND SPECIFICATIONS.**

PRINT NAME
_____
TITLE
_____
SIGNATURE
_____
DATE
_____

ADN Internet/Telephone
PRINT NAME
_____
TITLE
_____
SIGNATURE
_____
DATE
_____