

Service Agreement

THIS AGREEMENT is made and effective _____, by and between Luxon Communications ("Luxon"), and _____ ("Customer").

1. Terms of Service

Luxon will provide PBX service to Customer over the public Internet for a monthly fee of \$___ per extension (plus applicable taxes). A local number will be provided to allow inbound calls. Rates for outbound calls are published on Luxon's website and subject to change without prior notice.

Customer will purchase the necessary hardware, such as IP phones, to make and receive calls through Luxon's service.

2. 911 Emergency Service

Luxon's service will only display the main address of the customer to 911 operator, regardless of the actual location where the IP phone is used. It is the customer's responsibility to keep this address up to date.

3. IP Phones

Luxon will only provide support for phones purchased from Luxon. If Customer uses phones from other sources, Luxon will charge a \$25 fee to configure each phone. Luxon can not answer questions regarding usage of these phones beyond the initial setup.

4. Indemnity

Customer shall indemnify Luxon against, and hold Luxon harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Customer's use of the service.

5. Disclaimer of Warranties.

USER EXPRESSLY AGREES THAT THE USE OF THIS SERVICE IS AT USER'S SOLE RISK. NEITHER Luxon NOR ITS AFFILIATES WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE;

NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Governing Law

This agreement shall be construed and enforced according to laws of the State of California.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

Sign: _____ Date: _____

Print: _____

Sign: _____ (Luxon Communications) Date: _____

7. Number Porting

I authorize Luxon to port my existing phone number: _____ to Verizon, and agree to pay a one-time fee of \$15.

Sign: _____ Date: _____

8. Credit Card Payment

I authorize Luxon to charge the stated monthly fees and call charges to my credit card: _____ (card number).

Sign: _____ Date: _____

9. PBX Equipment

I have received a _____ from Luxon and agree to return it upon termination of service.

Sign: _____ Date: _____