

# PJL TELECOM

## VOIP SERVICE AGREEMENT

Agreement Number:

Effective Date:

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### PARTIES

#### Service Provider:

PJL Telecom LLC  
9169 W State St. Ste 2215  
Boise, ID 83714  
Phone: 855-444-0244  
Email: support@pjltelecom.com

#### Customer:

Company/Name	
Contact Person	
Title	
Service Address	
City, State, ZIP	
Billing Address	
Phone	
Email	

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### 1. AGREEMENT OVERVIEW

This VoIP Service Agreement ("Agreement") is entered into between PJL Telecom LLC ("PJL Telecom," "Provider," "we," "us," or "our") and the Customer identified above ("Customer," "Client," "you," or "your").

This Agreement governs the provision of Voice over Internet Protocol (VoIP) telecommunications services, Cloud PBX systems, equipment, installation services, and related support provided by PJL Telecom.

#### BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY:

- This VoIP Service Agreement
- PJL Telecom's Terms of Service ([pjltelecom.com/terms](http://pjltelecom.com/terms))
- PJL Telecom's Acceptable Use Policy ([pjltelecom.com/acceptable-use](http://pjltelecom.com/acceptable-use))
- PJL Telecom's Privacy Policy ([pjltelecom.com/privacy](http://pjltelecom.com/privacy))
- Any addenda, quotes, or service orders executed in connection with this Agreement

In the event of any conflict between this Agreement and the Terms of Service, this Agreement shall control.

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## 2. SERVICES

### 2.1 Service Description

PJL Telecom agrees to provide Customer with the following services as selected:

#### Cloud PBX Services (select all that apply):

- Hosted Phone System
- Auto-Attendant / IVR
- Voicemail / Voicemail-to-Email
- Call Recording
- Conference Calling
- Call Queues
- Ring Groups
- Time-Based Routing
- Mobile App Access (Clearly Anywhere)
- Other:

#### Telephone Numbers:

- New DID Numbers - Quantity:
- Toll-Free Numbers - Quantity:
- Number Porting (see Schedule A)

#### Equipment:

- Equipment Purchase (see Schedule B)
- Equipment Rental (see Schedule B)

#### Installation Services:

- Self-Installation (remote support provided)
- On-Site Installation (see Schedule C)

### 2.2 PSTN Connectivity

Customer acknowledges that all connectivity to the Public Switched Telephone Network (PSTN), including local calling, long distance, international calling, toll-free services, and emergency services (911/E911), is provided through ClearlyIP under a separate agreement.

### 2.3 Service Commencement

Services shall commence on the date that Customer's system is activated and made available for use ("Service Commencement Date"), or as otherwise specified in an attached service order.

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## 3. SERVICE TERM

### 3.1 Initial Term

This Agreement shall commence on the Effective Date and continue on a month-to-month basis unless:

- Terminated by either party in accordance with Section 8
- Modified by a written addendum specifying a different term

### **3.2 Renewal**

Services automatically renew each month on the billing anniversary date.

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## **4. FEES AND PAYMENT**

### **4.1 Service Fees**

Customer agrees to pay all fees for Services as specified in:

- The current pricing at [pjltelecom.com/pricing](http://pjltelecom.com/pricing)
- Any written quote or proposal provided by PJL Telecom
- The fee schedules attached to this Agreement
- Customer's monthly invoices

### **4.2 Payment Terms**

- Due Date: Upon invoice date
- Late Payment: After 2 business days
- Late Fee: 1.5% per month
- Service Suspension: After 7 days past due
- Service Termination: After 14 days past due

### **4.3 Payment Methods**

- Credit/Debit Card (AutoPay)
- ACH Bank Transfer (AutoPay)
- Check
- Other:

**AutoPay Authorization: By selecting AutoPay, Customer authorizes PJL Telecom to automatically charge the payment method on file for all invoices when due.**

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## **5. EQUIPMENT**

### **Purchased Equipment:**

- Title transfers to Customer upon full payment
- Customer responsible for maintenance and insurance
- Warranty provided by manufacturer only

### **Rented Equipment:**

- Remains property of PJL Telecom
- Must be returned within 5 business days of termination
- Customer liable for damage or loss beyond normal wear

## **6. INSTALLATION SERVICES**

### **6.1 Installation Payment Terms**

- Upon acceptance of quote: 50% of installation services
- Upon completion: Remaining 50% of installation services
- Equipment: 100% upon order (before shipment)

### **6.2 Installation Warranty**

**PJL Telecom warrants installation workmanship for ONE (1) YEAR from completion.**

This warranty covers defects in workmanship related to physical installation, configuration errors made by PJL Telecom, and wiring/cabling installed by PJL Telecom.

### **6.3 Equipment Warranty**

**Equipment warranties are provided by the manufacturer, not PJL Telecom.**

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## **7. EMERGENCY SERVICES (911/E911)**

### **CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT:**

VoIP-based emergency calling is fundamentally different from traditional telephone service:

- 1. Internet Dependent: 911 calls will NOT work during internet outages
- 2. Power Dependent: 911 calls will NOT work during power outages
- 3. Location Registration Required: Accurate addresses must be registered with ClearlyIP
- 4. No Automatic Location: Emergency responders may not receive your location

**CUSTOMER WAIVES ANY AND ALL CLAIMS AGAINST PJL TELECOM AND CLEARLYIP RELATED TO EMERGENCY SERVICES. This waiver applies regardless of cause, including negligence.**

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## **8. TERMINATION**

Customer may terminate at any time by:

- Submitting a cancellation request at [billing.pjltelcom.com](http://billing.pjltelcom.com)
- Emailing [support@pjltelcom.com](mailto:support@pjltelcom.com) with "Service Cancellation" in subject
- Providing at least 5 business days' notice before next billing date

No cancellation fees apply for month-to-month service.

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## **9. LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, PJL TELECOM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.**

**PJL TELECOM'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE THREE (3) MONTHS PRECEDING THE CLAIM.**

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## **10. INDEMNIFICATION**

Customer agrees to indemnify, defend, and hold harmless PJL Telecom from any claims arising from Customer's use of Services, violation of this Agreement, or emergency services claims.

## **11. GENERAL PROVISIONS**

- Governing Law: State of Colorado
- Disputes resolved in Colorado state or federal courts
- Agreement may only be amended by written agreement signed by both parties

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## **12. SERVICE LEVEL TARGETS**

**PJL Telecom targets 99.9% uptime for Cloud PBX services, measured monthly.**

Service Credits for downtime within PJL Telecom's control:

- 99.0% - 99.9%: 5% of MRC
- 95.0% - 99.0%: 10% of MRC

- 90.0% - 95.0%: 25% of MRC
- Below 90.0%: 50% of MRC

**Support Response Times (business hours):**

- Critical (complete outage): 2 hours
- High (significant degradation): 4 hours
- Normal (feature issues): 1 business day
- Low (requests, minor issues): 2 business days

Business hours: Monday - Friday, 9:00 AM - 5:00 PM Mountain Time

## SIGNATURES

By signing below, the parties agree to all terms and conditions of this Agreement.

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**PJL TELECOM LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**CUSTOMER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Company (if applicable): \_\_\_\_\_

## SCHEDULE A: NUMBER PORTING

Numbers to be ported to PJL Telecom:

Phone Number	Current Carrier	Account Number	Authorized Name

**Customer certifies that:**

- I am authorized to port these numbers
- The information matches the current carrier's records exactly
- I understand porting typically takes 7-14 business days
- I will not cancel service until the port completes

Signature: \_\_\_\_\_

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

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## SCHEDULE B: EQUIPMENT

Equipment to be provided:

Item	Qty	Unit Price	Total	Purchase/Rental

Equipment Subtotal: \$

Monthly Rental Total: \$

## SCHEDULE C: INSTALLATION SERVICES

**Installation Scope:**

Service	Description	Price

Installation Total: \$ **Payment Schedule:**50% Deposit Due: \$ 50% Balance Due: \$ Estimated Installation Date(s): Site Address: Site Contact: Phone: **Special Requirements or Notes:**

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## SCHEDULE D: MONTHLY SERVICE SUMMARY

Service	Monthly Cost
Cloud PBX Base System	\$
User/Extension Licenses (qty: ____)	\$
Phone Lines/DIDs (qty: ____)	\$
Toll-Free Numbers (qty: ____)	\$
Equipment Rental	\$
Other:	\$
<b>Monthly Recurring Total</b>	<b>\$</b>

**One-Time Charges:**

Item	Cost
Equipment Purchase	\$
Installation Services	\$
Number Porting Fees	\$
Setup/Activation	\$
<b>One-Time Total</b>	\$

*Note: PSTN services (calling, 911) billed separately by ClearlyIP*

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**END OF AGREEMENT**

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