

Customer

Hidalgo County HIDTA Task Force
 825 Sioux Rd
 Alamo
 TX
 UNITED STATES - 78516

Date

06/19/2023

Sales Agent

Thomas Luksa
 tluksa@landstartel.co

**Luksa Enterprises LLC dba
 Landstar Telecom**

3313 N McColl Rd
 McAllen
 TX
 UNITED STATES - 78501
DUNS: 051628107

Thank you for your interest in Landstar Telecom. If you have any questions about your quote, contact your Account Executive:

Thomas Luksa
 tluksa@landstartel.co

Your Landstar Telecom Quote: #OR24402

Monthly Charges

Description	Price	Qty	Discount	Total
UCaaS User Seat STANDARD	\$25.00/unit	5		\$125.00
vFax HTTPS FAX	\$25.00/unit	1		\$25.00
Voice Endpoint DaaS Poly Edge E350	\$7.99/unit	5	\$39.95	\$0.00
			SubTotal	\$150.00
			FEDERAL COST RECOVERY CHARGE	\$0.33
			FEDERAL COST RECOVERY FEE	\$0.33
			FEDERAL UNIVERSAL SERVICE FEE	\$8.54
			9-1-1 EQUALIZATION FEE	\$0.30
			L RIO GRANDE COG 9-1-1 FEE	\$2.50
			STATE COST-RECOVERY FEE	\$0.00
			Monthly Fee Total	\$162.00

One Time Charges	Monthly Fees	Total Due at Signup
\$0.00	\$162.00	\$162.00

Your signature below indicates approval of pricing, initial term length of 1 year (12 Months), and Landstar Telecom's Terms and Conditions (if applicable) found at <https://www.landstartel.co/terms-conditions>. Luksa Enterprises LLC dba Landstar Telecom D-U-N-S number: 051628107
 Additional signatures may be required on E911 Rider and Letter of Authorization to port telephone numbers from the current carrier. Taxes and Fees are an estimation and rates are subject to change by taxing organization. Luksa Enterprises LLC dba Landstar Telecom D-U-N-S number: 051628107



Standard Terms and Conditions of Service

These Standard Terms and Conditions of Service shall apply to any Sales Order Form ("SOF") signed by a Customer and accepted by Luksa Enterprises LLC dba Landstar Telecom, a Texas Corporation, whose business address is 3313 N McColl McAllen, TX 78501 ("Landstar Telecom") for the provision of certain telecommunications and related services.

As used in these Standard Terms and Conditions, Landstar Telecom and Customer may be individually referred to as a "Party" or collectively as the "Parties," and the SOF, these Standard Terms and Conditions of Service, and any other addenda, exhibits and documents incorporated by reference into the SOF are referred to collectively as the "Agreement." Underlying telecommunication services are provided by Landstar Telecom."

1.0 Service Descriptions

The specific services (the "Services") to be provided to the Customer are indicated on each SOF. Such Services may be provided using a combination of regulated and non-regulated service components. Each SOF is a separate and distinct obligation for Services.

2.0 Definitions

- 2.1 **Service Order Form.** Service Order Form means the document signed by an authorized representative of both parties itemizing the Services purchased by the Customer.
- 2.2 **Services.** Services mean VoIP (Voice over Internet Protocol), internet access, data transmission, voice transmission, private line, or other communications services that Landstar Telecom agrees to provide to Customer pursuant to a Sales Order Form.
- 2.3 **Taxes.** All taxes arising in any jurisdiction, including without limitation all sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, Universal Service Fund fees, property taxes (for collocation customers), consumption or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or are based upon the provision, sale or use of the Services, including such taxes imposed directly on Landstar Telecom for which Landstar Telecom is permitted to bill Customer in connection with Landstar Telecom's performance under the Agreement. Taxes do not include Landstar Telecom's income taxes.
- 2.4 **Tariffs.** Landstar Telecom's tariffs, price lists, and generally applicable terms and conditions are on file with the State or Federal Regulatory Authorities

3.0 Terms of Service

- 3.1 **Charges, Billing and Payment.** Charges and Terms for the Services provided by Landstar Telecom under the Agreement are set forth in the pricing sections of the SOF. Charges stated on the SOF do not include Taxes. Customer billing is based on specific Services ordered. Landstar Telecom will bill customer monthly. Unless otherwise provided in the SOF, any recurring charges will be billed in advance and any usage charges will be billed in arrears. Payment of all charges and applicable Taxes is due on the due date set forth in Customer's bill (the "Due Date"). After the initial Term of the Agreement has expired, Landstar Telecom reserves the right to change the monthly services upon 30 days written notice to Customer. Payments are past due if not received by Landstar Telecom by the Due Date. Any amounts past due shall be subject to a late payment charge accruing from the bill date at the rate of 1-1/2% per month until paid. In addition, in the event Customer fails to pay any bill by the Due Date, upon ten (10) days written notice Landstar Telecom may suspend all Services and may deny access privileges to Landstar Telecom's portal. Landstar Telecom may exercise its right to suspend service and/or deny access privileges immediately and without further notice, except as may be required under any applicable Tariff or related regulatory notice requirements. Landstar Telecom shall have no obligation to restore the Services unless and until all overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Landstar Telecom in collecting any unpaid amounts, including, without limitation, reasonable attorneys' fees. Customer further agrees that failure to pay all amounts by the Due Date is a material breach of the Agreement. If Customer's preferred payment method is by credit or debit card, all transactions will be charged an additional fee of 5.5%. There is no transaction fee for ACH bank draft. If Customer's preferred payment method is ACH debit, then Customer hereby authorizes Landstar Telecom to debit Customer's bank account each month for the amount of any and all monthly recurring fees owed by Customer to Landstar Telecom. Customer shall provide the bank name, bank account number, and ABA routing number and shall ensure that such account is able to accept an ACH debit request from Landstar Telecom. Customer shall sign any additional authorizations that Landstar Telecom requests in order to comply with the ACHA Rules or the rules and procedures of Landstar Telecom's ACH service provider
- 3.2 **Credit Requirements.** Customer will provide Landstar Telecom with credit information as requested, and in Landstar Telecom's sole discretion delivery of the Services may be subject to credit approval. Landstar Telecom may require Customer to make a deposit or pre-payment as a condition to Landstar Telecom's acceptance of any SOF, or as a condition to Landstar Telecom's continuation of Services. If a deposit is required, Landstar Telecom may request the deposit to be in cash or another acceptable form designated by Landstar Telecom. The deposit will be held by Landstar Telecom as security for payment of Customer's charges. Customer acknowledges and agrees that Landstar Telecom is authorized and directed, in its sole discretion, to draw upon any deposit to pay any late charges or other fees associated with Landstar Telecom's delivery of the Services to Customer. Upon termination of Customer's Services, the amount of the deposit, if any, will be credited to Customer's account and any remaining credit balance after final bill reconciliation will be refunded to Customer within thirty (30) days. Failure to provide a required deposit will constitute a material breach of the Agreement and shall permit immediate discontinuance of Customer's Services without notice by

Landstar Telecom.

3.3 Billing Disputes. In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim at the time the dispute is submitted and thereafter. Payment may not be withheld for any amounts subject to a dispute. All disputes must be submitted to Landstar Telecom prior to the Due Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Landstar Telecom will use commercially reasonable efforts to resolve all disputes within forty-five (45) days of receipt of the dispute and Customer agrees that Landstar Telecom's resolution of any such dispute shall be final and binding upon Customer.

3.4 Modification by Regulatory Authorities. The rates, terms, and conditions for some Services provided pursuant to the Agreement may be subject to Provider's Tariffs or similar documents on file with a regulatory authority. Tariffs are subject to change at Landstar Telecom's discretion and without Customer's consent, in accordance with requirements of the applicable regulatory agencies. The Agreement shall at all times be subject to modification as necessary to incorporate any changes, revisions or modifications that the Federal Communications Commission or the applicable State Public Utilities Commission or other applicable regulatory authorities may, from time to time, direct in the exercise of its jurisdiction, or to pass on the Customer any charges or fees a regulatory authority imposes on Landstar Telecom or authorizes other carriers to charge Landstar Telecom for services provided by Landstar Telecom to Customer. In the event that actions of a regulatory authority result in a material modification to the Agreement, any adversely affected Party may terminate the Agreement, without liability, upon thirty (30) days notice to the other Party. Such notice shall be provided no later than sixty (60) days after the effective date such modification.

4.0 Conditions of Services

4.1 Installation Delay. Landstar Telecom will use commercially reasonable efforts to ensure the Services are installed and operational by the estimated service date stated in the SOF, if any; provided, however, that in no event shall Landstar Telecom be liable to Customer for any delays arising from, or related to, delays with the Service installation. If Landstar Telecom is unable to provide the Services to Customer, Customer may terminate this Agreement by providing Landstar Telecom thirty (30) days written notice and shall be relieved of further obligations hereunder.

4.2 Internet Quality. Customer acknowledges and agrees that Landstar Telecom makes no guarantees for the quality of any service that traverses the internet. Any quality issues or other impairments that arise from using the Internet are outside of Landstar Telecom's control, provided, however if the internet quality is insufficient to meet Customer's needs, Customer may terminate this Agreement by providing Landstar Telecom thirty (30) days written notice and shall be relieved of further obligations hereunder.

4.3 Intent to Defraud. Customer acknowledges and agrees that Landstar Telecom, in its sole and absolute discretion, shall have the right to immediately refuse to provide or immediately discontinue the Services without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Landstar Telecom or to use the Services to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the Services for unlawful purposes, using the Services in a manner that violates the law, or using Services without intent to pay. Customer acknowledges and agrees that it shall be responsible for any and all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Services by third parties. Although Landstar Telecom will endeavor to contact the Customer pursuant to the notice provisions prior to discontinuing the Services or portions thereof explaining the reasons for such action, Customer acknowledges and agrees that Landstar Telecom shall have no liability to customer for terminating the Services for its failure to have so notified Customer. Landstar Telecom may, but is not obligated to, detect or report unauthorized or fraudulent use of Services.

4.4 CPNI Privacy. The Parties acknowledge and agree that during the normal course of business, Landstar Telecom will have access to certain proprietary information, known as "Customer Proprietary Network Information" or "CPNI," that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to end-user customers using certain Landstar Telecom Services. The Landstar Telecom CPNI Security Policy, and any and all modifications and updates thereto, are hereby incorporated into the Standard Terms and Conditions and SOF by reference. Customer agrees and authorizes Landstar Telecom and Provider to use its CPNI to provision, repair, and maintain Services to Customer.

4.5 Regulatory Provisions. In addition to the rates, terms and conditions set forth in the Agreement, certain State or Federal regulations may require additional or different terms and conditions for those service components subject to any such regulatory requirements.

4.6 911 and E911 Service. Customer acknowledges that for 911 services to function properly, the caller must be calling from the location associated with the number as provided by Customer during implementation, and that service address must be valid and accurate. Customer is prohibited in altering the Services in any way, and acknowledges and agrees that if the Services are altered in any way by Customer that 911 and E911 service may not function properly and Customer hereby agrees to indemnify Landstar Telecom and Provider from any and all liability associated with the failure of 911 services to function properly.

5.0 Term and Termination

- 5.1 **Term; Other Agreements.** The initial term shall be as provided in the SOF (the "Initial Term"). Alternatively, the SOF may specify that the Agreement is coterminous with another Agreement for Services entered into between Landstar Telecom and Customer, in which event the agreement shall have the same Initial Term as is provided in such other Agreement. After the Initial Term, all Services ordered under the Agreement shall renew on an annual basis, subject to the same rates and Standard Terms and Conditions of Service, unless either Party terminates the Agreement, at any time, without cause upon sixty (60) days written notice.
- 5.2 **Termination for Breach.** Landstar Telecom shall have the right to terminate the Agreement in the event Customer fails to pay any amount by the Due Date.
- 5.3 **Effect of Termination.** In the event this Agreement is terminated prior to the expiration of the Term due to a material breach by customer, Customer agrees to pay 70% of the monthly service charges multiplied by the number of months remaining in the Initial Term or any applicable renewal term, as identified on the SOF, and any term-related discount applicable to the affected Service. Customer shall also pay any non-recurring installation charges that were previously waived or reduced. However, if terminated for cause by Customer as provided in Section 4.1, Customer shall have no further obligations hereunder.

6.0 Software Licenses

- 6.1 **Grant of License.** During the term and subject to the terms and conditions of this Agreement, Landstar Telecom and Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the software in object code form for its internal business purposes only. The license in the preceding sentence is limited to the number of Authorized Users for which Customer has paid in accordance with the applicable SOF. All rights in and to the software not expressly granted herein are reserved to Landstar Telecom.
- 6.2 **License and Use Restrictions** Customer shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the software in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

7.0 Indemnification

- 7.1 **Indemnification.** Each party shall indemnify the other, the other's affiliates, and all of their stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the software or the Services (in the case of Landstar Telecom) or the Customer Data (in the case of Customer) infringes or misappropriates any intellectual property or privacy rights of the unaffiliated third party, or (ii) that arises or is alleged to have arisen solely out of the gross negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim"). Notwithstanding the foregoing, if the software becomes the subject of such a claim of infringement then Landstar Telecom may, at their option: (a) procure for Customer the right to use the Software free of any liability for infringement; (b) replace or modify the software to make it non-infringing but with reasonably comparable functionality; or (c) if Landstar Telecom and determine that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by customer for the affected software. Furthermore, Landstar Telecom have no liability for, and no obligation to indemnify Customer against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by Landstar Telecom.
- 7.2 **Indemnification Process.** The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (i) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (ii) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (iii) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

- 7.3 **Sole Remedy** Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party in the nature of negligence, gross negligence, intentional misconduct, intellectual property infringement, or invasion of privacy.

8.0 Disclaimers and Limitations

- 8.1 **Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LANDSTAR TELECOM MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SOFTWARE, PRODUCTS OR SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE, PRODUCTS OR SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LANDSTAR TELECOM DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE PRODUCTS AND SERVICES PROVIDED BY LANDSTAR TELECOM OR PROVIDER, OR THE OPERATION THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. LANDSTAR TELECOM MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE
- 8.2 **Disclaimer of Consequential Damages** LANDSTAR TELECOM HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF LANDSTAR TELECOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3 **Limitations of Remedies and Liability.** EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY LANDSTAR TELECOM ARE CORRECTION OF ERRORS AS SET FORTH HEREIN AND THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH AND THE APPLICATION OF ANY SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, LANDSTAR TELECOM'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO LANDSTAR TELECOM BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

9.0 General

- 9.1 **Force Majeure.** "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event
- 9.2 **Assignment.** Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Landstar Telecom which consent shall not be unreasonably withheld. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void
- 9.3 **Governing Law; Venue.** The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Alamo, Texas, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any State or Federal Court sitting in Alamo, Texas; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum
- 9.4 **Dispute Resolution.** In the event that a dispute arises out of this Agreement between the Parties, Parties may agree to utilize mediation as a method of alternative dispute resolution (ADR). Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any defense or immunity available to it by virtue of state or federal law, rule or regulation.

- 9.5 **Entire Agreement.** This Agreement and any Service Order Forms constitute the Final Agreement between the parties. In the event of any conflicts between this Agreement and a Service Order Form the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to Landstar Telecom override a specific provision of the controlling document. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedents to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.
- 9.6 **Notices.** Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement must give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified U.S. Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid). Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the SOF or to another Addressee or another address as designated by a party in a Notice pursuant to this Section. Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the notice has complied with this paragraph. Notices for Non-Renewals must be supplied within 45 days prior to your contract end date.
- 9.7 **Modification of Standard Terms and Conditions.** Landstar Telecom may amend these Standard Terms and Conditions at any time by posting the amended terms and conditions on Provider's website and providing notice thereof to Customer. Customer will be deemed to have accepted the amended terms and conditions as part of the Agreement. In the event Landstar Telecom changes or alters these Standard Terms and Conditions and Customer is reasonably unable to comply with any such change or alteration, Customer may terminate this Agreement and be relieved of further obligations hereunder.
- 9.8 **No Joint Undertaking.** Nothing in the Agreement shall be construed as creating an associate, trust, partnership, agency, or joint venture between the Parties in any respect or with regard to any undertaking.
- 9.9 **Survival of Provisions.** Any obligations of the Parties relating to monies owed, as well as those provisions relating to confidentiality, limitations on liability and indemnification, shall survive termination of the Agreement.
- 9.10 **Waiver.** The failure of either Party to enforce against the other any term or condition of the Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or condition.

10.0 Service Level Agreement

If Customer's Services are unavailable for more than sixty (60) consecutive minutes in any one day, then Landstar Telecom will issue a credit, upon written request from Customer received within fifteen (15) days of such outage, equal to the portion of the MRC for affected DS-Os associated with the service unavailability event in the following manner: A service unavailability credit will not be issued for service unavailability events caused by the following : (a) Negligent acts or omissions of the Customer, or any other issue caused by Customer; (b) outages caused by third party carriers or local exchange carriers; (c) the malfunction of equipment, applications, or systems not owned or controlled by Landstar Telecom; (d) circumstances or causes beyond the control of Landstar Telecom including but not limited to instances of Force Majeure; (e) scheduled service maintenance, alteration, or implementation; (f) failure of any components that Landstar Telecom cannot correct because customer has elected not to release services for testing or repair and continues to use the services on an impaired basis, or time attributed to the Customer's delay in responding to Landstar Telecom's requests for assistance to repair a service unavailability event.

11.0 Acceptance

The undersigned is authorized to commit the Company to the Terms and Conditions contained in this Standard Terms and Conditions of Service Agreement, and agrees to all Terms and Conditions contained herein.

Customer	Luksa Enterprises LLC dba Landstar Telecom
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date _____	Date _____



911 and E911 Disclaimer

Landstar Telecom provides you with phone services over your broadband internet connection. There is an important difference between the VoIP service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 dialing feature with VoIP has important limitations that you should be aware of and that you advise others that may use the VoIP service in your residence or business.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE VOIP SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE LANDSTAR TELECOM SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

If you lose power or there is a disruption to power at the location where VoIP is used, neither VoIP nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the VoIP device prior to utilizing the service, including the 9-1-1 dialing feature.

If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither VoIP nor the 9-1-1 dial feature will function until the Internet connection nor Broadband Service is restored.

If your VoIP account is suspended or terminated, the VoIP service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing VoIP as compared to traditional 911 dialing over traditional public telephone networks.

You are responsible for the accuracy and the completeness of the address that you submit to Landstar Telecom for the location at which VoIP will be used and to which emergency service will be sent in the event that you use the VoIP 9-1-1 dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which VoIP will be used. VoIP uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither Landstar Telecom, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to VoIP 9-1-1 dialing service unless such claims or causes of action arise from Landstar Telecom's gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold harmless Landstar Telecom, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations,

employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, VoIP 911 dialing feature or service or access emergency service personnel.

Enhanced 911. A service that associates your address with your telephone number. As long as you have your current address set up with Landstar Telecom, an emergency call will be automatically routed to a local PSAP (public safety answering point).

*Broadband Internet service that is usually much faster than dial-up.
Common broadband services include cable, DSL, and fiber optic.*

Customer

Luksa Enterprises LLC dba Landstar Telecom

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date _____

Date _____