

# EVS Service Agreement Terms

<b>Note:</b>	<b>EVS Does not use contracts...Clients can cancel anytime with a 2 weeks written request</b>
This Service agreement Is Between EVS &...	
Company Mailing Address	
Authorized Contact Name	
Contact's PH#	
Contact's Email Address	
Number of Sites to be serviced	
Agreement Signed Date	

**1- EVS will be providing the following services directly or via strategic partnerships with EVS partners:**

- VoIP Telephony Services (Dial Tone)...Billed monthly by our VoIP Lines Provider.
- MOH & Auto Attendant (Message on Hold & Auto Attendant)...Billed monthly by EVS
- VoIP Managed Services (Dial plan creation & management, Phone VoIP Support, Audio files loading)...Billed Monthly by EVS.
- Requested VoIP Phone sets...One time purchase, billed by EVS.
- VoIP Phones Installation Assistant over the phone (Free), or via technician dispatch (billed per installation/site).

## Billing & Payment

1-There are 3 segments making up the total monthly bill that are recurring on “**Monthly**” basis:

1. **VoIP Telephony Service** (Dial Tone & VoIP Technology)
2. **MoH/AA Service** (Writing greeting scripts & Recording Audio Files)
3. **VoIP Managed Services** (Dial plan design, setup & maintenance, audio files loading and unlimited phone Support)

## Payment terms

1. Clients will receive 2 reoccurring monthly bills as follows:
  - a One bill will be received directly from our VoIP Line Provider
  - b The other bill will be received directly from EVS
2. A credit card is required to keep on file for the recurring monthly billing
3. Payments are due on the due date printed on the invoice
4. A grace period of up to 3 business days will be extended before late charges are applied
5. Late charges are applied at \$25/day/invoice until invoices are paid.
6. If an invoice is not paid within 10 days, all Services will be suspended until payment is received in full, including late charges
7. A “Port-out” will be denied if a balance on the account is still due at the time of the request.

## Equipment

**Note: EVS uses Yealink SIP Phones as its standard phone sets, they are full featured & extremely reliable.**

1- Client pays for all needed phones out of pocket:

- a. The phones will be owned by the client (We recommend buying the phones from EVS so they can be shipped already configured and ready to plug in, otherwise the client will be responsible for provisioning the phones at their expense if they provide their own, or purchase from a third party vendor like Amazon)
- b. EVS offers “Free phone” installation support.
- c. If a technician is needed/requested for onsite installation, a standard installation fee will be quoted at that time and will be charged to the client...This amount may vary depending on installation complexity and needed material (Running cable, power strips, network switches...etc.)
- d. Shipping charges are the responsibility of the client
- e. Warranty phone replacement will be shipped at EVE's expense (covers ground shipping, Client pays the difference for expedited shipping).
- f. **Note: Phones are like all electronics, eventually go through “Obsolescence” and will eventually need to be replaced in order to stay compatible and working with our VoIP Platform. Replacing the phones when that time comes will be the responsibility of the client...The replacement costs and shipping are not covered by EVS.**

## Cancellations & Disputes

1- Clients can cancel anytime as follows: MUST email us a written cancellation request via email to [support@expertvoipsolutions.com](mailto:support@expertvoipsolutions.com) requesting a cancellation of all desired services for all related sites and include desired effective cancellation date. (Please include addresses and Phone #s where the service is to be cancelled). **Email must be sent by an authorized company officer to make such a decision.**

2- EVS will cancel the service at the end of the current monthly billing cycle after confirming the cancellation request with the decision maker, **We do not prorate**...No partial refund will be issued.

3- All due payments must be paid & received before the account is cancelled.

4- **Important note: If a cancellation is requested, you MUST request a “port out” of your main phone # to your new carrier...If you cancel without doing so, you will risk losing your main PH# permanently.**

5- EVS will not approve a “Port out” if there’s a due balance on the account...All payments must be received before a “port out” is allowed.

6- **Incase of “Service Outage”** EVS is not responsible for “estimated” or “actual” loss of business” presumed due to the outage. EVS will address any reported outages in the most prompt way possible including working directly with our National VoIP providers. EVS has no control or any responsibility for National carrier outages which may happen from time to time due to **“Denial of Service Attacks” attacks**. It is the responsibility of the client to make EVS aware of any service outage.

**Options (Please select all desired options)**

- Client will purchase phones from EVS (Phones will be shipped already provisioned)
  - Client will provide their own Phones (Please provide all makes, models & quantities)**
  - Client will self-install phones (EVS will provide free phone installation support)
  - Client is requesting onsite tech dispatch to install phones (EVS will provide an installation Quote)**
  - Client Selects EVS own Voice Talent (up to 50% savings over the option below)
  - Clients Selects Professional OHM provided through our OHM Partner**
  - All phones will be shipped to one central location, then dispersed to each site
  - Phones will be shipped to each location (Please provide address and contact for each site)
- 

I have read and I agree with all of the above service agreement terms

Name of Authorized Company Officer (please print):

Title of Company Officer:

Signature of Authorized Company Officer:

Date:

Name of EVS representative:

Signature of EVS representative:

Date: