

Vesta Solutions
Service Order Form – Service Guide

CUSTOMER INFORMATION

Customer: _____
Address: _____
City, State, Zip: _____
Attention: _____

REQUESTED DUE DATE: _____

Order Contact: _____
Contact Phone #: _____
Email Address: _____
Billing Contact: _____

SERVICES DETAILS

Product Type: _____
Specific Service Type: _____
Interface Type: _____
Inter/Intrastate: _____
Circuit ID/CFA: _____

NOTES:

Location A: _____
Address: _____
City, State, Zip: _____
CLLI: _____

A Location Tech Contact: _____
Contact Phone #: _____
Email Address: _____

Location Z: _____
Address: _____
City, State, Zip: _____
CLLI: _____

Z Location Tech Contact: _____
Contact Phone #: _____
Email Address: _____

CUSTOMER

Signed: _____
Print Name: _____
Title: _____ Date: _____

VESTA SOLUTIONS

Signed: _____
Print Name: _____
Title: _____ Date: _____

1. SERVICE ORDER. This Vesta Solutions Service Order Form (“SOF”) is made in accordance with and pursuant to the Service Guide, and/or applicable Interconnection Agreement. Under this SOF, CUSTOMER hereby orders and Vesta Solutions agrees to provide the telecommunications services (“Services”) in accordance with the terms, conditions, and rates as further described in the Service Guide and/or applicable Interconnection Agreement, and as provided in the foregoing.

2. DEFINITIONS. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Service Guide.

“Service Guide” consists of the standard Vesta Solutions service descriptions, pricing and other provisions available from Vesta Solutions. The Service Guide is available at <https://www.vestapublicsafety.com/misc/tariffs.php> including revisions that may be made by Vesta Solutions from time to time.

This Vesta Solutions Service Order Form and related Service Guide applies to Vesta Solutions, Inc., Vesta Solutions of New Jersey, Inc., and Vesta Solutions of Virginia, Inc.

Vesta Solutions
Service Order Form – Network Transport
Schedule 1 (Terms and Conditions)

3. Order of Precedence. In the event of any conflict or inconsistency between the terms of this SOF, Service Guide, and applicable Interconnection Agreement, such conflict or inconsistency shall be resolved by giving precedence in the following order: (a) applicable Interconnection Agreement; (b) Service Guide; and (c) this SOF. Nothing contained in this SOF shall require Vesta Solutions to take any action prohibited or omit to take any action required by any regulatory authorities.

4. LIMITATION OF LIABILITY. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN THE SERVICE GUIDE OR APPLICABLE INTERCONNECTION AGREEMENTS, VESTA SOLUTIONS EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VESTA SOLUTIONS LIABILITY TO CUSTOMER IS SUBJECT TO THE LIMITATIONS STATED IN THE SERVICE GUIDE.

5. Governing Law. The validity, performance, and all matters relating to this SOF shall be governed by the laws of the State in which the Services are Provided to Customer without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of such State.

6. Facilities to Vesta Solutions POI. Customer is solely responsible for establishing facilities necessary to connect to the Point(s) of Interface/Interconnection (“POIs”) designated by Vesta Solutions and identified above as the “LNG/SIP CLLI.” No charges will be imposed by Vesta for providing connectivity to its POIs or for routing of traffic on the Vesta Solutions side of the POIs.

6. Publicity/Trademarks. Neither party shall publish or use any advertising, sales promotions, press releases or other publicity matters which use the other party's corporate or trade names, logos, trademarks, trade dress, or service marks (or which use confusingly similar corporate or trade names, logos, trademarks, trade dress, or service marks) without the prior written approval of the other party, except to the limited extent as may be permissible under applicable law. Neither party is licensed hereunder to conduct business under the other party's corporate or trade names, logos, trademarks, trade dress, or service marks (or under any confusingly similar corporate or trade names, logos, trademarks, trade dress, or service marks).

7. Independent Contractor. Vesta Solutions' relationship with CUSTOMER under this SOF shall be that of an independent contractor.

8. Notices. Notices pursuant to this SOF or Service Guide shall be in writing to the Customer address specified above, and to Vesta Solutions, Inc., Attn: Legal Dept. at 42555 Rio Nedo Drive, Temecula, CA 92590.

9. Entire Agreement. The Service Guide and/or applicable Interconnection Agreement, and this SOF constitute the entire agreement between the parties with respect to the Services. This SOF supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services. No change, modification or waiver of any of the terms of this SOF, except for revisions to the Service Guide or applicable Interconnection Agreement, shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto and, to the extent required by law, filed with the applicable regulatory agency.