



# ALIProWeb™ Service Agreement

Agreement No. \_\_\_\_\_

**THIS AGREEMENT** (the “Agreement”) is made and entered into on \_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_ (the “Customer”), with its principal offices located at \_\_\_\_\_, and Louis Consulting and Systems Integration, Inc. (“LCSI”), with its principal offices located at 2412 E McGraw St, Seattle, WA 98112-2634, individually known as a “Party” and collectively known as “Parties” to this Agreement, for the purposes as described below.

## 1. SCOPE

LCSI shall provide a Private Switch Automatic Location Identification (“PS/ALI”) service known as “ALIProWeb™” to the Customer which will allow the Customer to make updates to the Automatic Location Identification (“ALI”) database of record for the sole purpose of associating physical locations to a Customer’s Direct Inward Dial (“DID”) telephone numbers. The ALIProWeb™ service is more fully described on LCSI’s ALIPro™ website, [www.ALIPro.net](http://www.ALIPro.net), the contents of which may change from time to time without notice.

## 2. TERM

The term of this Agreement shall begin on the Effective Date once it is signed by both Parties and shall end upon receipt of a written and signed letter of termination by either Party. Upon termination, Customer agrees to pay LCSI any unpaid amounts due pursuant to this Agreement.

## 3. FEES

The Customer agrees to compensate LCSI, in advance of service, for the ALIProWeb™ service. Such compensation shall include a one-time account initiation and setup fee and an annual recurring (“Service Period”) fee determined on the basis of the number of DID numbers to which the Customer subscribes from their Telecommunications Services Provider (“TSP”) (i.e., LEC, ILEC, et cetera).

LCSI’s current fee schedule is available on the ALIPro™ website at [www.ALIPro.net](http://www.ALIPro.net). This fee schedule may be adjusted from time to time over the term of this Agreement. LCSI shall notify Customer in writing of any fee changes at least 30 days prior to the next annual Service Period. The fee schedule as of the Effective Date is hereby incorporated by reference, and any changes to the fee agreement shall be effective within 30 days of Customer’s receipt of written notice.

A calculation of the fee for the initial Service Period of this Agreement has been made and is attached to and considered part of this Agreement as Exhibit A.

## 4. PAYMENT

LCSI’s PS/ALI service, ALIProWeb™, will be billed to Customers annually in advance of service and due as a lump sum by the first day of each calendar year of the service period. Nonpayment or delayed payment may place an ALIProWeb™ service account into a pending state and no ALI updates will be processed until payment is received. Invoicing for each calendar year will occur around late November.

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ALIProWeb™ service accounts initially created mid-year will be prorated to the end of that year and invoiced accordingly.

The Initial Account Fee includes the cost to migrate ALI record management from an existing PS/ALI administrator to LCSi. Any additional ALI number migrations will also incur a cost for each such migration equivalent to the Initial Account Fee. To avoid future migration fees, when submitting your initial ALI migration list be sure to include all DID numbers to which you subscribe.

## **5. CUSTOMER OBLIGATIONS**

### **Customer shall:**

- 5.1. Apply for an ALIProWeb™ account, create a user profile, and maintain the accuracy of this profile through LCSi's ALIProWeb™ portal during the Term of this Agreement.
- 5.2. Provide LCSi with an initial ALI update file in an approved and prescribed format, including, but not limited to, naming standards and content, containing all Customer DID records to which Customer subscribes.
- 5.3. Provide ongoing PS/ALI update files in an approved and prescribed format, including, but not limited to, naming standards and content.
- 5.4. Maintain the accuracy of Customer ALI records at all times.
- 5.5. Respond to requests of any type from LCSi in a timely manner.
- 5.6. Submit timely payments, in advance of service, prior to the beginning of each new ALIProWeb™ service period.
- 5.7. Immediately notify LCSi of staff changes necessitating the revocation of user login and update privileges to the ALIProWeb™ portal.

## **6. LCSi OBLIGATIONS**

### **LCSi shall:**

- 6.1. Provide Customer with a unique Portal ID.
- 6.2. Perform an initial migration of Customer's ALI data in the master ALI database of record.
- 6.3. Accept and process ongoing Customer submitted ALI update files and update the master ALI database of record in a complete and timely manner.
- 6.4. Provide error and status information to Customer concerning Customer's file uploads, acceptability, and processing.
- 6.5. Maintain a web-based PS/ALI file upload portal for use by the Customer.
- 6.6. Respond to Customer's service requests in a timely manner.
- 6.7. Bill Customer for ongoing service in a timely manner.

## **7. ACCURACY**

LCSi assumes no responsibility for the accuracy or correctness of the existing master ALI database of record nor the Customer provided DID number ownership, ALI records, or ALI updates.

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## 8. AGENCY

LCSI is authorized to communicate with the Customer's TSP, the ALI database administrator of record, and any other entities necessary to fulfil its obligation to the Customer under the scope of this Agreement. A signed Letter of Agency is attached to and made part of this Agreement as Exhibit B. This is the only agency role allowed of LCSI and it shall not independently legally or financially bind the Customer to any obligation whatsoever. For the avoidance of doubt, the relationship between Customer and LCSI is that of independent contractors and neither Party shall be considered to be the employer or employee of the other Party for any purpose. Nothing in this Agreement or any other agreement shall be construed to create between the parties a relationship as partners, joint ventures or as employees of one another. In no event shall either party enter into, or purport to have the authority to enter into, agreements on behalf of the other or to legally bind the other.

## 9. TERMINATION

Either Party may terminate this Agreement at any time, without cause and for any reason including convenience, upon 30 days written notice to the other Party.

If the termination is at will by Customer, LCSI shall retain any prepaid ALIProWeb™ service fees and Customer shall not be reimbursed or otherwise compensated for any remaining unearned amounts paid by Customer.

If the termination is at will by LCSI, LCSI shall reimburse the Customer, on a prorated basis, for any unearned amounts paid by Customer.

## 10. WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE RELATED DOCUMENTS, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WARRANTIES OF TITLE, INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

LCSI DOES NOT REPRESENT OR WARRANT THAT ALIPROWEB™, INCLUDING THE INFORMATION AVAILABLE IN IT, ON LCSI'S WEBSITE OR ANY SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. LCSI DOES NOT REPRESENT OR WARRANT THAT ALIPROWEB™ OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## 11. LIMITATION ON LIABILITY

NOTWITHSTANDING THE INDEMNIFICATION OBLIGATIONS OF SECTION 12, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, OR DAMAGES SUSTAINED BY THIRD PARTIES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER

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EXCEED THE GREATER OF THE AMOUNTS PAID OR PAYABLE BY CUSTOMER  
HEREUNDER.

**12. INDEMNIFICATION**

Each Party shall, to the fullest extent permitted by law, defend, indemnify, and hold the other Party and its respective agents harmless from and against all third party claims, demands, losses, damages or costs (including reasonable attorneys' fees), including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from; (i) the sole negligence or willful misconduct of the indemnifying Party, its officers, employees, agents and sub-contractors; (ii) infringement of any third party intellectual property interest.

**13. NON-DISCRIMINATION**

Neither Party shall discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap.

**14. NOTICES**

All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission, registered or certified mail (return receipt requested) or email with return receipt to the address set forth below the Parties' signatures at the end this Agreement. Notice will be deemed given upon confirmation of receipt. Any Party may from time to time change such address by giving the other party notice of such change in accordance with this provision.

**15. FORCE MAJEURE**

Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, fire, earthquake, flood or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.

**16. GOVERNING LAW, JURISDICTION AND VENUE**

This agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. All disputes arising out of or in connection with this agreement shall be exclusively under the jurisdiction of the state and federal courts located in Seattle, Washington. Each Party to this agreement expressly consents to the personal jurisdiction of such courts and irrevocably waives any objection to venue in such courts based on *forum non conveniens* or other rule of law.

**17. SEVERABILITY**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of appropriate jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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**18. ASSIGNMENT**

Neither Party may assign this Agreement without the prior written consent of the other Party, and any assignment without such prior written consent shall be void, provided, however that either Party may assign this Agreement to any affiliate or a purchaser of substantially all its assets or outstanding equity without such consent. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon the Parties and their respective permitted successors and assigns.

**19. ENTIRE AGREEMENT**

This Agreement, its Exhibits, and terms referenced and incorporated within, constitute the entire agreement between the Parties and supersede any prior oral or written agreements related to the ALIProWeb™ service. If any provision of this Agreement is held to be invalid, such invalidity will not affect the remaining provisions. This Agreement may be executed in counterparts, electronically, but shall not be enforceable unless signed by both Parties. This Agreement may not be amended or modified except by a writing signed by both Parties.

**20. WAIVER**

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

[Signature Page Follows]

Initials: \_\_\_\_\_

**IN WITNESS, WHEREOF**, the Parties hereto have executed this Agreement as of the latest signature date below.

**For Louis Consulting & Systems  
Integration, Inc.**

**For Customer**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Notice Information**

**For Louis Consulting & Systems  
Integration, Inc.**

**For Customer**

**Mailing Address:**  
2412 E McGraw St, Seattle, WA 98112-2634

**Mailing Address:**

**Email:**  
Support@ALIPro.net

**Email:**

**References**

For LCSi:  
City of Seattle Business License Number: 528373  
Washington State Unified Business Identifier Number (UBI): 601961032  
Federal Employer Identification Number: 91-1993232

For Customer:

**Attachments**

Exhibit A -- ALIProWeb™ Service Fees under this Agreement  
Exhibit B – Letter of Agency

Initials: \_\_\_\_\_

## Exhibit A

# ALProWeb™ Service Fees

(Agreement No. \_\_\_\_\_)

**Initial Service Date**

Description	Date
Start date for ALProWeb™ service	

**DID Numbers**

Description	Quantity
Total number of DID numbers to which you subscribe	

**One Time Service Initiation Fee**

Description	One Time Fee
Account setup and ALI data migration charge	<b>\$500.00</b>

**Recurring Charge Worksheet for this Agreement**

Description	Rate	Calculation	Annual Fee
0-1500 DID Numbers	\$1,800.00	Minimum Annual Fee	\$1,800.00
1501 – 10,000 DID Numbers	\$1.20		
10,001 to 20,000 DID Numbers	\$1.00		
Greater than 20,000 DID Numbers	\$0.75		
<b>Total Recurring Annual Fees:</b>			

**Adjustments**

<b>Initial Prorated Adjustment from Effective Date:</b>	
<b>( ) Additional Annual Fee(s):</b>	

**Total**

<b>Initial ALProWeb™ Service Fee:</b>	
<b>Sales Tax:</b>	
<b>Total:</b>	

Initials: \_\_\_\_\_

## Exhibit B

# Letter of Agency

**Please remove this header and notice then copy the content below and paste it into YOUR firm's letterhead, fill in the blank areas, sign, and submit with your signed Agreement.**

RE: Letter of Agency

To Whom It May Concern:

This Letter of Agency authorizes Louis Consulting and Systems Integration, Inc. ("LCSI") to act on behalf of \_\_\_\_\_ ("Customer") for the purposes of updating and managing our Automatic Location Identification ("ALI") data in the master ALI database of record for the region(s) in which we conduct business. LCSI is authorized to communicate with our Telecommunications Service Provider(s), the ALI DBMS administrator of record, and any others as necessary to manage our ALI data in conformance with LCSI's ALIProWeb™ service as described on LCSI's ALIPro™ product web site, [www.ALIPro.net](http://www.ALIPro.net).

This Letter does not authorize LCSI to act as our agent or legal representative for any other purpose than for those actions necessary to provide the ALIProWeb™ services discussed above. LCSI is not granted any express or implied right or authority to assume or to create any obligation or responsibility on our behalf or to bind us in any manner or thing whatsoever.

This Letter of Agency remains in force during the life of this Company's ALIProWeb™ Service Agreement and until terminated by either party in writing.

Sincerely,

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*Signature*

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*Printed Name*

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*Title*

*Date*

Initials: \_\_\_\_\_