



ONE COMMUNICATIONS LONG DISTANCE SERVICES TERMS AND CONDITIONS

The terms and conditions set forth herein are applicable to long distance services (the "Services") provided by One Communications ("One Communications", "One" or the "Company") and are meant to supplement those terms and conditions located under any Service Agreement between One Communications and its Long Distance Customers. These terms and conditions, together with the Service Agreement, are collectively referred to as the "Agreement". In the event of any conflict between the terms set forth herein and those identified under any Service Agreement between One and a Long Distance Customer, the terms and conditions set forth in the Agreement shall prevail. For the avoidance of doubt, the absence of any term or condition in the Agreement or these terms or conditions shall not be construed as a conflict.

1.0 Definitions

For purposes of this Agreement, the following terms shall be interpreted in accordance with the definitions set forth below.

Authorized User means a person, firm, corporation or other entity who is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and conditions of this Agreement.

Authorization Code means a pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided.

Channel means a communications path between two or more points of termination.

Commission means the Federal Communications Commission (FCC).

Company means the applicable One Communications Corp. subsidiary under which services subject to these terms and conditions are furnished.

Customer means any person, firm, partnership, corporation, or other entity that uses telecommunications services under the provisions of this Agreement and is responsible for payment of charges. The Customer is also a Subscriber when the Customer orders services on behalf of him/herself.

Dedicated Access means a method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network. Services via dedicated access are offered only as specified in this Agreement and to the extent facilities are available, and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.



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End User means any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this Agreement. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access means the ability of the Carrier to serve End Users on a presubscribed basis rather than through the use of dial access codes.

Holiday means any holiday observed by the Company.

LATA means local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

Non-Verified Account Code means a Numeric code that the Customer uses to identify individual users or groups or users on an account in order to allocate the cost of service accordingly. These codes are not verified by the Company.

One Communications means one or more subsidiaries of One Communications Corp. that is/are certified to provide the Service(s) in the applicable state(s).

Personal Identification Number (PIN) has the same meaning as Authorization Code.

Point of Presence or "POP" means the location of the Company's interexchange facilities.

Subscriber means the person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this Agreement. Also see Customer.

Switched Access is a method for reaching the Carrier through the local switched network whereby the End User uses standard business or residential local lines.

Telecommunications Device for the Deaf (TDD) is a machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired End Users to communicate with each other and with non-hearing impaired individuals.

United States includes the forty-eight contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico and the US Virgin Islands.

Verified Account Code(s) are Numeric codes which are made available to a Customer to enable the Customer to identify individual users or groups or users on an account in order to allocate the cost of service accordingly. Codes are verified by CTC against a pre-defined list maintained by the Company.

Wire Center means a physical location in which one or more central offices, used for the provision of exchange services, are located.



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2.0 Undertaking of the Company

Service is furnished to Customers in connection with domestic interstate and international interexchange communications originating and terminating within the United States and also originating or terminating within certain international locations under the Terms and Conditions described herein. The Company's service is available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation and maintenance of the services furnished hereunder. The Company may, where authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (e.g. the local exchange company), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangement.

Unless otherwise stated, interstate interexchange service is not offered separately and is only provided with intrastate interexchange service. Interstate interexchange service plans are only available with their corresponding intrastate interexchange service plans (e.g. interstate Plan A service is only offered with intrastate Plan A service). International service is only offered in conjunction with interstate service and cannot be ordered on a stand alone basis.

3.0 Limitations

Service is offered subject to the availability of the necessary systems, facilities, equipment, and/or Customer information, including but not limited to, billing systems and information required for billing, where Company provides service. The Company may refuse to provide service to or from a location where the necessary systems, facilities or equipment are not available.

As used herein, the terms "availability" and "available" refer to systems, facilities and equipment leased, owned or controlled by Company. In cases where service is not currently available, Company shall not be obligated to provide service by a particular time or in a particular manner. Service is subject to the following limitations:

- a) Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control or when service is used in violation of these terms and conditions or the law;
- b) Company does not undertake to transmit messages, but offers its service when available, and shall not be liable for errors in transmission or for failure to establish connections;
- c) Company reserves the right to refuse to process third party vendor calls when standard validation techniques cannot confirm acceptance, in instances when authorization cannot be validated and/or based upon characteristics of the originating or terminating location.



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- d) Company reserves the right to refuse to process Travel Card, Joint Offer Card, and Calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. Customer may be required to provide an acceptable alternative billing method or the Company may refuse to place the call.
- e) Company reserves the right to discontinue or limit service, or to impose requirements, as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- f) Service is only offered by Company and is only available in jurisdictions where it has obtained authority to provide service, and is subject to restrictions imposed upon Company by any authority having jurisdiction over the Company's provision of service.
- g) Company may rely upon third parties to provide a portion of the service. Selection of a third party vendor is made by Company. The Company reserves the right to change third party vendors at any time.
- h) Company's failure to give notice of default or to enforce or insist upon compliance with any of these terms and conditions, or Company's grant of a waiver of any term or condition herein or of an extension of time for performance will not constitute a permanent waiver of any such term or condition.
- i) Company may require the customer to sign an application for service form and establish credit, as a condition of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and or/refusal of service provisions described in the Customer's Master Service Agreement and elsewhere in these Terms and Conditions. The Company may also require a signed authorization from the Customer for additions to or changes in existing service. An application for service cancelled by the applicant or by the Company prior to the establishment of service is subject to the provisions set forth herein and in the Customer's Master Service Agreement and posted Terms and Conditions concerning cancellation charges.
- j) Customers may not transfer or assign the service without the express prior written consent of the Company. Transfer and assignments will only be permitted where there is no interruption in the use or in the location of service. All terms and conditions contained herein shall apply to all such permitted transferees or assignees.



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4.0 Liability of the Company.

One Communication's liability to Customer for any cause of action arising out of these Terms & Conditions shall in no event exceed a credit equal to the service charge to customer for the affected service for the period during which such service was interrupted or unavailable. Under no circumstances shall One Communications be liable for damages arising from delays in commencement of service, loss of information, numbering or directory listing errors or loss of business.

Without limiting the foregoing, in no event shall either party (or its' affiliates, employees, officers, directors or agents), be liable to for any incidental, indirect, special, punitive or consequential damages (including, but not limited to, damages related to lost revenue or profits, lost goodwill, lost customers, loss of use, loss of data, toll fraud and/or failure to realize savings or benefits arising under this agreement, even if advised of possibility of such loss) of any kind whatsoever regardless of the cause or foreseeability thereof and whether the affected party had reason to know of the possibility of such losses.

The Company shall not be liable to the Customer for damages or statutory penalties, or be obligated to make any adjustments, refund, or cancellation of charges, unless Customer has notified the Company in writing of facts sufficient to provide the Company with a reasonable basis of any dispute or claim for damages, within thirty (30) days after an invoice is rendered by the Company giving rise to such a dispute or claim.

When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or their agents, servants or employees. The Company will not be liable for any act or omission by any other company (ies) furnishing a portion of the service or associated facilities or equipment. If the Company learns of any actually or likely unauthorized, fraudulent, or unlawful use of any service furnished hereunder, the Company may suspend service without notice or liability. The Company will not be liable for any failure of performance due to the Customer's use or misuse of the Service, including, but not limited to, any calls placed by means of Customer Premise Equipment, PBX-re-origination device or any other equipment, service or device furnished by the Customer.

The Company shall not be liable for the unlawful or unauthorized use of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment that are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of its own telecommunications facilities.



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The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

With respect to any other claim or suit, by the Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of Service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this Agreement for the call for the period during which the call was affected.

The Company shall not be liable for any failure or performance hereunder if such failure is due to any cause or causes or causes beyond the reasonable control of the Company. Such causes shall include without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or civil or military authority, national emergencies, insurrections, riots, wars, terrorist attacks of any kind, strikes, lockouts, or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemptions of existing services to restore service in compliance with state and Federal laws.

WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED HEREIN AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.0 Liability of the Customer/Indemnification

The Company shall not be liable for and shall be fully indemnified and held harmless by the Customer from and against any claim or loss, expense, or damage (including indirect, special or consequential damage) and pay for reasonable attorneys' fees for:

- a) Interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees or Customers, or by facilities or equipment provided by the Customer;
- b) Any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.
- c) Defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Agreement;



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- d) All other claims (including claims for damage to any business or property) arising out of any negligent or wrongful act or omission of the Customer, its agents, servants, employees, or end users in connection with any service or facilities provided by the Company.
- e) Any and all claims, demands, suits, actions, losses, damages, assessments or payments asserted against the Company and/or any affiliated or unaffiliated third party vendor or operator of facilities by someone other than Customer (authorized or unauthorized) who has use of the service directly or indirectly through Customer.
- f) Any suits, claims, losses or damages including punitive damages, attorneys' fees and court costs arising out of the construction, installation, operation, maintenance or removal of Customer's circuits, facilities or equipment connected to the services, provided that, if it was the Company that performed such work, only to the extent it did so in a manner consistent with these terms and conditions, any relevant agreement between Company and Customer, or any written direction provided by Customer. This includes, without limitation, Worker's Compensation claims, and proceedings to recover taxes, fines or penalties, for failure of Customer to obtain or maintain in effect any necessary certificates, permits, license, or other authority to acquire or operate services.
- g) Customer shall reimburse the Company for damages to facilities or Company – provided equipment caused by the negligence or willful acts of Customer's officers, employees, agents, contractors, and or users.

6.0 Taxes

Customer will be responsible for the payment of all Federal, state and local taxes (i.e., gross receipts tax, sales tax, and municipal utilities tax). All such taxes are listed as separate line items on the Customer's bill. Such taxes may not be identified in the quoted rates and charges set forth in Customer's proposal for Service.

To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, regulatory fee, or any other such tax and/or fee shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. The Company will not provide advanced notice of changes in taxes, fees and surcharges, except as required by law.

All applicable taxes will be billed to the Customer unless the Customer can demonstrate to the Company's satisfaction that the Customer is collecting the applicable taxes from its customers or is otherwise tax exempt. Customers who may be eligible for tax exempt status shall provide Company with copies of all tax exemption certificates and other required documentation.



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Customer will be billed for all applicable taxes and will be responsible for payment thereof until such time as Customer has demonstrated eligibility for tax exempt status. Company is not responsible for refunding the amount of taxes paid by Customer prior to demonstrating tax exemption eligibility. Customer is responsible for seeking refunds for any such taxes from the appropriate taxing authority.

7.0 Fees/Surcharges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts that it is either required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Long Distance (PILD) Charge, Regulatory Cost Recovery Fee (RCRF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

a) Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard Agreement usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.



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b) **Universal Service Fund Fee (USF)**

In connection with the FCC's Universal Service Orders, the Company contributes a percentage of its interstate retail revenues to support the Universal Service Fund ("USF"). The Company will pass-through the USF assessment to its Customers by assessing a surcharge equal to the then current quarterly USF contribution factor(s) established by the Universal Service Administrative Company ("USAC").

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has certified that it has filed a Universal Service Fund Worksheet, Form 499 with USAC, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the fund.

c) **Presubscribed Inter-exchange Long Distance (PILD) Charge**

The Presubscribed Inter-exchange Long Distance (PILD) Charge is a per line monthly charge applicable to all multi-line business customer lines that are presubscribed to the Company's long distance service. The PILD is imposed on every telephone line, automatic number identification (ANI), terminal, extension, or equivalent that is presubscribed to the Company's interLATA or intraLATA long distance service. The aggregate of these PILDs will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums.

d) **Regulatory Cost Recovery Fee (RCRF)**

The Regulatory Cost Recovery Fee (RCRF) is a monthly charge assessed on end users that allows the Company to recover costs associated with compliance with various federal regulatory fees and programs. This charge is not a government-imposed fee. The assessment rate is applied as a percentage of a Customer's net interstate and international service charges, exclusive of taxes. This charge is not subject to any discounting and does not contribute to any monthly minimums.

e) **Billing & Collections Fee**

A monthly billing and collection fee applies per billing statement . This charge allows the Company to recover costs associated with statement rendering and collection activities.

8.0 Payment for Service

The Customer is responsible for payment of all charges for the use of services and equipment furnished to the Customer or to an Authorized User of the Customer by Company. This includes payment for calls or services originated at the Customer's number(s); placed using a



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Travel Card as a form of payment regardless of the originating location of the call. Bills are due and payable upon receipt.

Service is provided and billed on a monthly basis unless otherwise stated. A late fee equal to 1.5% or the maximum amount allowed by law (whichever is lower), may apply to undisputed unpaid amounts. The late fee accrues no sooner than the 25th day after the billing date. Charges may be assessed for unbilled service up to two (2) years in arrears, except for fraud, where no limitation applies.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days after receipt of bill in writing explaining why the charges are being disputed. If Company determines that the charges are valid, Company will notify Customer of the resolution and Customer must pay bill within ten (10) days. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.

Monthly recurring charges for service components are billed in advance and reflect the rates in effect as of the date of the invoice. Monthly recurring charges continue to accrue during any suspension of service until such service is disconnected. For the purpose of computing partial-month charges, a month is considered to consist of thirty (30) days. Company will bill calls in whole minute increments, unless otherwise stated in the service description of Customer's calling plan. Partial minutes are rounded up to the next whole minute. If the charge for a call includes a fraction of a cent, the fraction of such charge is rounded up to the next highest whole cent. Rounding for charges for service(s) is done on a call-by-call basis.

Credit Card billing and automatic withdrawal from Customer's checking or savings account may be available. If Customer presents an undue risk of non-payment at any time, the Company may require Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for service provided by the Company are billed to the Customer's designated and approved Credit Card. Should Customer cancel or change a designated Credit Card for billing, Customer shall promptly notify the Company and provide new information for billing. Charges for service are billed monthly in accordance with terms and conditions between Customer and Customer's designated Credit Card provider. Call detail will not be included in the Credit Card bill, and instead will be provided by separate mailing.

9.0 Use of Service and Toll Fraud

Services provided under this Agreement may be used for any lawful purpose for which the service is technically suited, subject to the terms set forth herein.

The Customer is responsible for payment of all charges associated with the use of the services, facilities and equipment furnished hereunder, regardless of whether the use is



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authorized or unauthorized; and the Customer agrees to pay the Company or its authorized agent all applicable charges associated with such use.

In the event that Company incurs fees or expenses, including attorney's fees incurred collecting or attempting to collect a past due amount, the Customer shall be responsible for all such fees, expenses connected with said collection effort. Collection fees on overdue accounts may also apply, and shall begin to accrue when the account is referred to an outside or 3rd party collection agency.

The Company shall not be liable for any claim, loss or refund as a result of loss or theft of Personal Identification Numbers (PIN) issued for use with the Company's services. Customer shall indemnify and hold the Company harmless from and against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that Customer's calling card or PIN has been stolen, lost or fraudulently issued or used.

The security of a customer's PIN is the responsibility of the customer. All calls placed using such PIN shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is the result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of the PIN arising after the Customer notifies the Company of the loss, theft or other breach of security of such PIN.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities. Customer shall remain responsible for all charges associated with the services provided by the Company, including charges resulting from the failure or malfunction of Customer or the Customer's 3rd party provided equipment or facilities that may result in the fraudulent use of the Company's service. In no event will the Company be liable for fraudulent calls originating from customer owned or operated equipment, for claims arising out of equipment provided by third party vendors that may be installed at the Customer premises in connection with the services, or for damages associated with or arising from any service, channels, or equipment, which it does not furnish.

The Company may immediately suspend, restrict or terminate Service, in whole or in part, may deny applications for future service, and may initiate appropriate legal action, if, in its reasonable judgment, suspects fraud, abuse, or misuse of the service by the Customer, its users, or third parties. The Company will use commercially reasonable efforts to notify Customers prior to such suspension, restriction or termination, except in instances where a) suspension, restriction or termination is in response to a governmental order or requirement, or b) the violation may expose the company to liability for a violation of law or may cause harm to the integrity of the Company's network.

The Company may block traffic to certain area codes, cities or exchanges or calls placed using certain Personal Identification Numbers without notice to the Customer when the company



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deems it necessary to take such action to prevent unlawful use of its service. In such instances, the Company will restore service as soon as service can be provided without undue risk.

10.0 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00, or the highest rate permitted by law, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

11.0 Deposits & Advance Payments

Each applicant for service will be required to establish credit. Any applicant whose credit has not been established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges in the event Customer fails to maintain satisfactory credit status, existing Customers may be required to make a deposit or increase a deposit presently held. The deposit may be held for as long as the financial condition or credit worthiness of the Customer is considered to be unsatisfactory to the Company. The fact that a deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

The Company reserves the right to require advance payments from Customers and/or Applicants when, in the Company's sole judgment, Customer and/or Applicant presents an undue risk of nonpayment. Such advanced payments may be required instead of, or in addition to, a security deposit. The Company reserves the right to require security deposits in amounts up to the estimated installation charges plus three (3) months estimated billings. Company shall be authorized to apply such advance payments or security deposits against service charges incurred by customer and/or applicant. Company shall not pay interest on advance payments, unless specifically required under state law. Company may alternatively require Customer and/or Applicant to authorize Credit Card billing for advance billing.

The Company reserves the right to refuse service to any Applicant who is indebted to Company for service(s) previously furnished (whether or not at the same location), or for service from another account, until satisfactory payment arrangements have been made to remedy any such indebtedness. The Company may also refuse service to a former Customer who is indebted for previous service until satisfactory payment arrangements have been made.

The Company may review Customer's credit on a regular and ongoing basis, and may establish reasonable credit limits for new or existing customers. Where a credit limit is established, customer will be notified of its initial credit limit amount and in the event of any reduction in the established amount. The Company reserves right to refuse to issue a calling card to any Customer or Applicant deemed a high credit risk.



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The Company may also monitor Customer's toll usage, in such event, if the Company, in its reasonable discretion, determines that there may be fraudulent or excessive use, the Company may implement toll blocking. This would involve blocking, restricting, or discontinuing, Customer's use of domestic and or international long distance services including Calling Card use, 1+, 0+, and/or 900/976/700/500 calls until customer makes satisfactory payment arrangements. The Company may also refuse to initiate new services, and may suspend or cancel the provisioning of any new services ordered by Customer, until satisfactory payment arrangements are established. Access to the Company's business office, local operator assistance and E911 will not be affected.

12.0 Interconnection with Other Carriers

Services furnished by the Company may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Customer shall ensure that the facilities and/or equipment provided by Customer are properly interconnected with the facilities or equipment of Company and comply with applicable FCC regulations. If Customer maintains or operates the interconnected facilities or equipment in a manner that results, or may result, in harm to the Company's facilities, equipment, personnel and/or quality of service, the Company may, without any liability disconnect service until Customer provides protective equipment at Customer expense.

Subject to technical limitations established by the Company Services may be interconnected with services or facilities of other authorized communications common carriers and with private systems. The Customer shall be responsible for any expense associated with any special interface equipment or facilities necessary to achieve compatibility between the Company's equipment and facilities and those of other carriers.

The Company or its third party vendors may substitute, change, or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the Service provided to the Customer. In the event technical parameters change as a result of the Company's actions, the Company will use reasonable efforts to provide Customer twenty-five (25) days notice prior to such changes.

Customer is responsible for securing all licenses, permits, rights-of-way, easements, and other arrangements necessary for interconnection. Customer will be responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long –distance network ("LD network"). Customer must ensure that the signals emitted into the LD network do not damage Company-provided equipment, injure personnel, or degrade service to



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other LD network users. In addition, Customer must comply with applicable LEC signal power limitations.

In the event that the Company's ability to commence or continue to provide service in a timely manner is delayed or interrupted because of non-performance by Customer of any obligation set forth in these terms and conditions, Customer shall pay the Company amounts equal to the monthly recurring charges that would have been paid had the Company been able to commence or continue to provide Service,

13.0 Refusal or Discontinuance of Service by Company

The Company may refuse or discontinue service without incurring any liability for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

- a) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company;
- b) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations;
- c) For non-payment of bills for telephone service thirty (30) days after bill rendering. Customer will be given written notice at least one (1) week in advance of disconnection;
- d) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others;
- e) Without notice in the event of tampering with the equipment furnished and owned by the Company;
- f) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use;
- g) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction. Travel Card numbers and Authorization Codes are issued only by the Company to its Customers and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or authorization codes will result in the immediate termination of the service without notice. The Company may block access to overseas points when fraudulent or unlawful use is substantial;



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- h) Without notice should the Company be prohibited from furnishing service by order of any court or other government authority of applicable jurisdiction; and
- i) Without notice in the event of fraudulent or suspected fraudulent use of the Company's services or facilities.

14.0 Restoration of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A Restoral of Service charge may apply to reconnect Services that were disconnected for cause.

15.0 Toll-Free Numbers

The Company will make every effort to reserve "800/888" vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested "800/888" number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g., "porting" of the 800/888 number), including a request for a Responsible Organization ("Resp Org") change, until such time as all charges are paid in full.

800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique personal identification number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this Section, the Company will only honor Customer requests for change in Resp Org or toll-free service provider for 800/888 numbers dedicated to the sole use of that single Customer.

16.0 Inspection, Testing and Adjustment

Customers or others may not rearrange, move, disconnect, remove or attempt to repair any Company-provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the installation, operation, and/or maintenance of Customer's or the Company's facilities and or equipment are in compliance with these terms and conditions. Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for their maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours, and an allowance is requested by Customer.



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17.0 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined in this Agreement.

18.0 Alternative Dispute Resolution ("ADR")

The Company and the Customer agree to resolve disputes arising out of services provisions pursuant to the Service Agreement or these Terms and Conditions without litigation. Accordingly, except for 1) Actions seeking a temporary restraining order or an injunction related to the purpose of the Service Agreement; 2) Actions to compel compliance with this dispute resolution process; or 3) Termination of services as set forth herein, the Parties agree to follow the ADR procedures set forth herein as their sole remedy at law and equity with respect to any claim or controversy arising out of or relating to the Service Agreement or its breach.

The parties agree that any such claims arising under the Service Agreement must be pursued on an individual basis in accordance with the procedure noted below, even where applicable law permits class action(s) or class arbitration(s). In such instances the parties waive their rights to pursue any claims under the Service Agreement on a class basis.

The ADR procedures are as follows:

- a) At the written request of a party to commence the ADR process, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute(s) arising under the service agreement/contract;
- b) The parties agree and understand that it is the intention that these negotiations be conducted by non-lawyer business representatives, but nothing in these procedures shall prohibit the representative from being a lawyer. Logistical details (e.g. location, format, frequency, duration, conclusion, potential use of mediator) shall be left to the discretion of the respective company representatives.
- c) Discussion and correspondence among the representatives for purposes of the negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the written concurrence of all parties.



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- d) If the negotiations described above do not resolve the situation within sixty (60) days of the initial written request, the dispute shall be submitted within seven (7) calendar days to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set forth in those rules. Each party shall bear its own cost of arbitration and shall split equally all such arbitration related fees (including the fees of the arbitrator).
- e) If arbitration is demanded, discovery shall be permitted, but each party shall be limited maximum of any combination of thirty-five (35), none of which may have sub-parts, Interrogatories, Requests for Production of Documents and/or Requests for Admissions. Each party shall also be entitled to the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual written agreement of the parties.
- f) The Arbitration hearing shall be commenced within ninety (90) calendar days of the arbitration demand unless otherwise agreed to in writing by the parties. The arbitration shall be held in Boston, Massachusetts or in the surrounding Greater Boston area, and shall be governed by the Laws of the Commonwealth of Massachusetts.
- g) In all arbitrations, the arbitrator must give effect to applicable statutes of limitation and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. Judgment upon the award rendered by the Arbitrator may be entered into any court having jurisdiction.

19.0 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will. A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversion that a recording device is being used.



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20.0 Equipment

Customer warrants and represents that all Customer connected terminal equipment complies with Part 68 of the Commission's rules. Customer is responsible for any items not provided by the Company (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from the Company of such impairment, Customer will promptly cure the problem. Customer will continue to pay Company for products and services during such impairment or related suspension. If the impairment interferes with the use of the Company's network by the Company or third parties, the Company, in its reasonable discretion, may suspend or disconnect the affected products and services without advance notice to Customer. At Customer's request, the Company will troubleshoot the impairment at the Company's then current time & material rates. The Company shall not be liable in the event commercially reasonable change in products and/or services causes equipment or software not provided by the Company to become obsolete, require alteration or perform at lower levels.

21.0 Customer Proprietary Network Information (CPNI)

In the furnishing of Services, the Company may develop or have access to information about the quantity, technical configuration, type, destination, amount of products and services customer uses, and other information found on a customer's bill. Under Federal regulations, Customer has a right, and the Company has a duty to protect the confidentiality of Customer Proprietary Network Information ("CPNI"). Denial of approval for the Company's use of CPNI will not affect provisioning of any current products or services to which customer subscribes

The Company's use of CPNI is governed by the terms of the Service Agreement and these terms and conditions. Any authorization for the use of CPNI, whether express or implied, may be revoked by the Customer at any time either orally by calling customer service, or in writing (paper or electronic).