

Your equipment may adversely affect Our facilities and/or equipment or service to others. We may terminate this Agreement in whole or in part if We give You fifteen (15) days' advance written notice that You have not performed a material term of this Agreement and You do not correct the failure within the fifteen (15) day period. If this right of termination is not permitted by applicable law, We may terminate this Agreement in part as may be permitted by applicable law. You may terminate this Agreement in whole or in part at any time by giving Us written or oral notice. If You terminate the Agreement or the Services, You will pay all Charges due to Us under the Agreement through the date of termination, including, but not limited to, Charges for early termination as defined by Your Calling Plan.

9. COMPLIANCE WITH LAW AND CHOICE OF LAW. You and We will comply with all applicable laws, rules, regulations, ordinances, orders, and decrees in performing this Agreement. You may be subject to refusal, suspension or cancellation of Service, without prior notice, in order to permit Us to comply with any order or request of any governmental authority having jurisdiction. Any equipment or services that You provide and which connect with and/or interconnect with Our Service and equipment must comply with federal and state law and regulations. This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of New York. In case of conflicts in these laws, rules, regulations, ordinances, orders, and decrees and the terms of this Agreement,

the laws, rules, regulations, ordinances, orders and decrees will take precedence.

10. CUSTOMER EQUIPMENT. You shall ensure that the facilities or equipment provided by You are properly interconnected with the Services, facilities and equipment provided by Us or Our suppliers. We reserve the right to inspect Your facilities to insure proper interconnection and compliance with the terms of this Agreement. If You maintain or operate the interconnected services, facilities or equipment in a manner which results or may result in harm to Our facilities, equipment, personnel, or the quality of service, We may disconnect the Services or require the use of protective equipment at Your expense.

11. ASSIGNMENT AND SUCCESSORS. Without Your consent, We may assign all or part of this Agreement including Our rights to receive monies under this Agreement. You shall not assign, subcontract, sublet, or transfer this Agreement, in whole or in part, without Our written consent. Any assignment, subletting, transfer, or subcontracting in violation of this paragraph shall be void. Subject to the preceding paragraph, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12. CHANGES IN SERVICES, CHARGES AND TERMS AND CONDITIONS. All Services We provide are subject to Our business policies, practices, and procedures, which can change without notice. We will notify You of any material change in this Agreement, in Your Services, or of an increase in Charges prior to the billing period, but no less than 30 days in advance,

in which the changes would go into effect. Notification of the change in Charges may be in the form of a bill insert or by a message within Your invoice; by postcard or letter; by Our calling and speaking to You or leaving a message for You; by postings on Our Internet web site at www.verizonldregulatory.com; or by e-mail, with Your consent. Payment of Charges by You or continued use of Services after You receive notice will constitute agreement by You to the changes. You may terminate Service within 30 days from the receipt of the notification. Your use of the service after the 30 day period constitutes Your acceptance of the modification described in the notification. Cancellation within the 30 day period does not waive Your obligation to pay for Services used up to the date of cancellation. Effective April 1, 2003, the Federal Universal Service Fund Fee that We will charge will equal or be less than the rate set by the Federal Communications Commission (FCC). The FCC will announce the USF rate on a quarterly basis. The USF fee may increase, decrease or stay the same from quarter to quarter. We will post the new fee at our website at www.verizon.com/universalservfee at least 7 days before the new rate goes into effect. You can also contact Our Customer Service Office at the number on your bill 7 days before the start of the quarter to find out what fee We will assess during the next quarter. In the event the FCC has not announced the Federal Universal Service Fund Contribution factor 7 days before the start of the quarter, We will post the new fee on the website as soon as reasonably possible. The Federal Universal Service Fund Fee is assessed on all interstate and international charges (including usage and nonusage) each month.

13. SEVERABILITY. If any of the terms or conditions in this Agreement is held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.

14. ENTIRE AGREEMENT. This Agreement supersedes all prior representations, understandings, or agreements on the subject matter of this Agreement. This Agreement may not be modified or waived except as described in this Agreement. With respect to all matters arising under this Agreement, this Agreement is a contract between You and solely the Verizon entity that provides the Service to You.

For additional information, visit our website at www.verizon.com

IMPORTANT INFORMATION FROM VERIZON

The information included in this document is a service agreement that details the terms and conditions of your long distance service and/or certain regional toll services.

In the past, terms and conditions for these services were set forth in tariffs that were filed with the Federal Communications Commission (FCC).

The FCC ordered that as of July 31, 2001, long distance carriers may not file tariffs for interstate, long distance services. The FCC also ordered that as of January 27, 2002, long distance carriers may not file tariffs for international long distance services.

The FCC also ordered on August 31, 2007 that Verizon local exchange operating carriers may not file or maintain tariffs for certain interstate intraLATA (regional or local) toll services. Effective August 1, 2008, the rates, service descriptions and terms and conditions for those services will no longer be subject to tariffs on file with the FCC.

Accordingly, we are providing you with this service agreement. Please note that if you are an existing Verizon Long Distance customer, this Agreement replaces your current Verizon Long Distance Service Agreement.

The rates, terms and conditions in this Agreement, Calling Plans and Product Guides will control the provision of the applicable detariffed services and your use of the detariffed services will constitute your agreement to be bound by the Agreement, Calling Plans and Product Guides.

Your service will not be affected in any way by this notification and no action is required on your part. Just take a moment to review the service agreement and put it safely with your important records.

If you have any questions about this matter, please call the Verizon business office at the number located on your bill. Thank you.

Important Information Regarding Your Long Distance Service



SERVICE AGREEMENT

1. PREAMBLE AND ACCEPTANCE. Customer (“You” or “Your”) makes this Agreement with Us (hereinafter defined) when You accept the terms and conditions in this Agreement by requesting, using or paying for the Services (described below) covered by this Agreement and offered by one of the following Verizon entities: Verizon Long Distance LLC, Verizon Select Services Inc., Verizon Enterprise Solutions LLC or the Verizon local exchange company providing your regional (intraLATA) toll service (the applicable entity being referred to as “We,” “Our,” or “Us”). This Agreement sets forth Your and Our legal rights concerning payments, credits, limitations of liability, and other important topics associated with the Services We provide to You that are not covered under tariff. For those Services covered under tariff, the tariff prevails.

Upon removal of a tariff, You will continue to receive Services under the same plan rates previously set forth in the tariff unless notified per the terms of this Agreement. Those previously tariffed rates will thereafter be set forth in a calling plan (“Calling Plan”) and/or in a product Guide (“Product Guide”). You acknowledge that it is impractical to print in this document the complete Product Guide, which contains service descriptions, charges and other terms and conditions applicable to the Services and providing the Product Guides on Verizon’s website and making it available upon request are reasonable means of notice and incorporation of those terms. If You do not know Your plan rates under tariff or if You would like a copy of Your Product Guide, You may contact Us either in writing or via telephone at the address or telephone number on Your bill and We will provide You with the information You request. You will have 30 (Thirty) days

from the receipt of This Agreement in which to elect to terminate service. Use of the Service after the 30 day period constitutes Your acceptance of the terms and conditions of this Service. Cancellation within the 30 day period does not waive Your obligation to pay for Services used up to the date of cancellation.

2. DESCRIPTION OF THE SERVICES. You agree to subscribe to and use, and We agree to provide, the toll or other services previously provided under tariff and/or the services described in the Calling Plan that accompanies this Agreement (the “Services”). The Calling Plan is part of this Agreement. Additional information relating to the Services and the Calling Plan can be found at www.verizon.com. Together, the tariff (if applicable), the Calling Plan, and the posted Rates Terms and Conditions for Interstate and International Services constitute the “Service Description”. Service availability may be limited by law and the availability of facilities. Service is offered subject to restrictions imposed upon Us by any authority having jurisdiction over Our provision of the Services. Any additional Services that You purchase from Us after acceptance of this Agreement shall also be covered by this Agreement.

3. PAYMENT, BILLING, CREDIT, AND DEPOSITS. We or Our billing services provider will bill You, and You will pay Us, the charges for the Services (the “Charges”) described (a) in the Service Description which may be amended by Us from time-to-time or (b) in the tariff, if applicable. The Charges are a part of this Agreement. The Charges will be billed monthly and You agree to pay them by the due date shown on the bill. The Charges do not include applicable taxes, surcharges, other amounts due under law, and other charges We may assess (e.g., Universal Service Fund fee, pay phone per call compensation surcharges, Primary Carrier

Charges, per minute surcharges for calls that terminate to international wireless telephone numbers) which You agree to pay to Us in addition to the Charges. You are responsible for all Charges incurred for all calls placed by or through Your equipment by any person, even if such Charges are incurred by fraud or without Your knowledge. You are responsible for controlling access to, and the use of Your telecommunications equipment, facilities, and calling cards and We shall have no liability for fraudulent calling made over such telecommunications equipment, facilities and calling cards. All charges due from You are payable to Us in immediately available U.S. dollars. We reserve the right to assess the maximum amount allowed by law, or less, as determined by Us, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. If the Charges for the Services are billed by Your Verizon local carrier and you do not pay in full by the due date specified on the bill, Your Verizon local carrier will apply a late payment charge equal to the late payment charge that the local exchange carrier applies to unpaid or past due local charges. If your Verizon local carrier changes its late payment rate or methodology, it will notify You of those changes. We will not separately notify You. If the Charges for the Services are not billed by Your Verizon local carrier, we may assess a late payment charge of 1.5% per month, or the maximum amount allowed by law, whichever is lower to any unpaid and past due balances. The late payment charge will begin to accrue no sooner than the 25th day after the billing date or as allowed by law. In the event that We incur fees or expenses, including attorney’s fees for collecting or attempting to collect any charges owed to Us, including check return fees, We, or Our billing services provider, may charge You, and You will pay, all such fees and expenses reasonably incurred.

Any objections to billed Charges must be reported to Us within 30 days after receipt of the bill. Any claims for refund of overpayment must be made within two years of the date of the alleged overpayment. You may be required to establish credit and provide a security deposit or to provide an advance payment instead of, or in addition to, a security deposit. A limit on Charges may also be applied. A deposit shall not exceed the estimated charges for two months’ Services plus installation.

4. LIMITED WARRANTY FOR SERVICES AND REMEDY FOR FAILURES IN SERVICES. We warrant that the Services will function substantially in accordance with the Service Description. **IF THE SERVICES FAIL TO FUNCTION IN THIS MANNER AND THE FAILURE IS NOT DUE TO: (A) THE FAULT OF YOU, YOUR EMPLOYEES, OR YOUR AGENTS OR (B) A CONTINGENCY IDENTIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, THEN WE, AT OUR EXPENSE, WILL REPAIR THE SERVICES SO THAT THEY FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICE DESCRIPTIONS. THIS LIMITED WARRANTY IS EXCLUSIVE AND INSTEAD OF ALL OTHER WARRANTIES FOR FAILURES IN THE SERVICES, WHETHER EXPRESS, IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** A Pro-Rated Credit Allowance May Be Requested By You For Service Outages Of More Than 24 Hours For The Non-Usage Portion (Excluding Fees and Surcharges) Of Your Bill In Those Circumstances Where A Service Outage Is Due To Our Failure To Meet The Conditions Of This Agreement To Provide Service.

5. CONSEQUENTIAL DAMAGES AND LIABILITY LIMITATION. WE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING OUR NEGLIGENCE, OR OTHERWISE, EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR, AND CUSTOMER INDEMNIFIES AND HOLDS US HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS OR OTHER ACTIONS, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER OR BY ANY OTHER PARTY, FOR ANY LOSS OF CUSTOMER OR OTHER, OR FOR LIBEL, SLANDER, INVASION OF PRIVACY, OR INFRINGEMENT OF COPYRIGHTS OR PATENTS, OR FOR ANY OTHER CAUSES, CAUSED OR CLAIMED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY BY THE OPERATION, FAILURE TO OPERATE, MAINTENANCE, OR USE OF THE SERVICES. NO AGENTS OR EMPLOYEES OF OTHERS SHALL BE DEEMED TO BE OUR AGENTS OR EMPLOYEES. OUR LIABILITY TO YOU FOR DAMAGES DUE TO FAILURES IN SERVICES ARISING FROM OUR NEGLIGENCE OR BREACH OF THIS AGREEMENT OR FAILURE TO INSTALL THE SERVICES IN A TIMELY MANNER SHALL IN NO EVENT EXCEED THE CHARGES SPECIFIED IN THIS AGREEMENT FOR SERVICE INTERRUPTIONS.

6. CONTINGENCIES. We will not be liable for delays, damages, or failures in performance due to Our routine maintenance and testing of the Services that We provide to You or to causes beyond Our reasonable control, including, but not limited to, acts of a governmental body, civil commotion, acts of God, acts of third parties, fires, floods, strikes or other labor disputes, or inability to obtain necessary equipment or services. The use and restoration of service in emergencies shall in all cases be subject to the priority system specified in Part 64, Subpart D, of Chapter 47 of the Code of Federal Regulations.

7. TITLE. We, or Our suppliers, will own all rights, title, and interest in equipment, software, and facilities used by Us to provide the Services. You shall have no property right or interest in the use of any specific type of facility, service, equipment, or process.

8. TERM, TERMINATION, AND SURVIVAL. This Agreement, unless terminated in accordance with this Agreement, shall remain in effect for the period in which We provide Services to You. Where not prohibited by applicable law, We reserve the right to discontinue Service, limit Service, or to impose requirements without prior notice to You: (1) if required to meet changing regulatory or statutory rules and standards; (2) when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by Us; (3) if We detect fraudulent use of Our Services; (4) if We are ordered or requested to by a governmental entity; and (5) if