

# Service Agreement

In addition to the monthly recurring charge(s) and nonrecurring charges, if any, set forth in this Agreement, Customer also agrees to pay (i) unless and until Customer provides One Communications with satisfactory evidence of its exemption from such impositions, all applicable federal, state and local taxes (other than taxes on One Communications net income), imposed on, or with respect to, the Services and any customer premise equipment ("CPE") provided by One Communications, (ii) all governmental fees and/or surcharges in effect from time to time including, but not limited to, Universal Service Fund (USF), E-911, state TRS and payphone surcharges, required or permitted by applicable law, rule or regulation, to be charged to Customer, (iii) fees for special features or services requested by the Customer such as hunting, directory listing, 800 service, inside wiring/cabling and DMARC extension, and (iv) any originating access charges or fees that are actually charged by the incumbent local exchange carrier to One Communications as a result of the unique configuration of the Service.

In the event this Agreement is terminated following its execution by both parties but prior to the Billing Activation Date, certain cancellation fees may apply. Details regarding One Communication's cancellation policy can be found on its website at <http://www.onecommunications.com/legal/terms.aspx>. If Customer disconnects a Service prior to the end of the applicable Service Term (or if One Communications disconnects the Service as a result of a default by Customer), Customer is obligated to pay One Communications an early termination fee calculated in accordance with the applicable One Communications tariff or as specified in the special terms and conditions and/or service addendum for the specific Service, as applicable. The specific termination liability associated with the various services offered by One Communications can be located on its web site at <http://www.onecommunications.com/legal/terms.aspx>.

**EXCEPT AS PROVIDED IN THE SERVICE LEVEL AGREEMENT, IF ANY, APPLICABLE TO THE SERVICE, ONE COMMUNICATIONS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS FACILITIES, THE SERVICE, OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ONE COMMUNICATIONS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON ITS BEHALF AND CUSTOMER MAY NOT RELY ON ANY SUCH STATEMENT OR WARRANTY AS A WARRANTY OF ONE COMMUNICATIONS.**

One Communication's liability to Customer for any cause of action arising out of this Agreement or the Services 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 circumstance shall One Communications be liable to Customer or any third party 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 the other party for any incidental, indirect, special, punitive, or consequential damages (including, but not limited to, lost revenue, goodwill, lost profits or lost customers) of any kind whatsoever, regardless of cause or the foreseeability thereof and whether the affected party had reason to know of the possibility of such losses.

One Communications reserves the right to deliver the Services using such technology or combination of technologies as it chooses from time to time and Customer acknowledges that the delivery of the Services over certain technologies may require the installation of CPE provided by One Communications. All CPE provided by One Communications will, at all times, remain the property of One Communications. In the event that Customer fails to return any CPE to One Communications (or, at One Communications' option, to permit recovery of CPE by One Communications) in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of the Service(s), Customer shall be responsible for the full replacement cost of the CPE and shall pay One Communications all charges associated with the recovery of that equipment.

One Communications may cooperate with law enforcement organizations that have lawfully requested pursuant to a valid subpoena or court order (i) trap and traces, pen registers, wire taps and similar call intercept methods, and (ii) information regarding Customer or any end user of Customer and provide such organizations with any information requested, including, but not limited to, names, email addresses, mailing or contact addresses, IP addresses, telephone numbers, call detail records, or call content.

To the extent that the Services ordered hereby are voice services, converged service consisting of both voice and Internet or data services such Services are also subject to the terms and conditions of One Communications' federal and/or state tariffs or rate sheets, as applicable. Alternatively, to the extent that the Services ordered hereby are exclusively Internet, MPLS, collocation, off-net DSL or voicemail, such Services are also subject to (i) One Communications' Basic Terms and Conditions of Service (the "T&C's"), and (ii) any specific terms and conditions that may apply to such Services, each of which are available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx>. One Communications' reserves the right to modify its tariffs, rate sheets, the T&C's and any special terms and conditions at any time and from time-to-time provided, however, that no such amendment or modification shall affect the monthly access charges associated with the Service(s) during the Service Term. The applicable portions of One Communications' tariffs, rates sheets, the T&C's and the special terms and conditions are hereby expressly incorporated herein by this

