

Service Agreement

reference. In the event of any conflict between the tariffs and this Agreement, the tariffs shall prevail and in the event of any conflict between the T&C's and this Agreement, this Agreement shall prevail.

The obligation of One Communications to provide the Services to Customer is subject to approval by One Communications of this Agreement and Customer's credit status. Customer's signature below constitutes authorization for One Communications to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a cash deposit or guaranty in order to receive the Services. In addition, in the event that One Communications determines, in good faith, that the credit worthiness of Customer has materially deteriorated following the commencement of the Service Term, One Communications reserves the right to require from Customer a cash deposit or such other security as One Communications may reasonably require.

This Agreement, together with (i) (x) in the case of a Service that is voice, converged voice and Internet or data, the applicable tariffs and rate sheets, or (y) in the case of a Service that is Internet, MPLS, collocation, off-net DSL or voicemail, the T&C's and any applicable special terms and conditions, (ii) any service level agreement for the Service(s), (iii) the quality assurance program document, (iv) the One Communications 90-day service guarantee, and (v) any addendum hereto mutually agreed by the parties, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. A copy of the quality assurance program document and the 90-day service guarantee are available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this Agreement. This Agreement may not be assigned by Customer without the prior written consent of One Communications, which consent may not be unreasonably withheld, conditioned or delayed. The allocation of a billing telephone number to Customer does not create a property right therein and Customer has no right to assign, sell or otherwise transfer any telephone number to another person or entity. The foregoing restriction does not, however, restrict the ability of Customer to port an assigned number to another service provider of its choice. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Any legal notice to be sent by Customer to One Communications shall be sent to the attention of the General Counsel of One Communications at the following address: 5 Wall Street, Burlington, MA 01803, (F) 781-362-1588. Any legal notice to be sent by One Communications to Customer shall be sent to the address set forth on the signature page to this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State in which the majority of the Services ordered hereby are being provided, without regard to its conflict of law principles. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

There are 0 addendums applicable to this Agreement. (If any number other than zero is selected, an authorized representative of Customer must place his/her initials on the foregoing line.)

CPNI Authorization:

Under federal law, Customer has the right, and One Communications has a duty, to protect certain information about Customer such as the quantity, technical configuration, type, destination, amount of usage and bill details that One Communications maintains about Customer derived solely through its customer-carrier relationship ("CPNI"). By initialing below, Customer consents to the sharing of its CPNI or other personal information with One Communications and its successors-in-interest, agents and contractors solely for the purpose of developing or bringing to Customer's attention any products and services. This consent is valid until revoked by Customer. To revoke this consent at any time, Customer must notify One Communications, in writing, at 5 Wall Street, Burlington MA 01803, Attention: Contract Administration, and provide the following information: (i) Customer name, (ii) Service billing address, (iii) telephone number(s), including area code(s), and (iv) Service account number. (Customer must place its initials on the foregoing line).

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