

SECTION 2 - EXHIBIT A - LONG DISTANCE VOICE SERVICE**CxPrice Quote Number or CBS/CNE Tracking Number****A. Additional Terms and Conditions Specific to Long Distance Service**

- 1. Description of Plan.** This plan for fixed-rate voice grade usage service ("Services") is available to business customers who generate total annual long distance charges up to \$240,000 or at some other amount mutually agreed upon by the parties. Customer may contract for services with:

Tier 0 - month-to-month service with no purchase commitments ("Simple Connections, Education Connections - No Commitment Tier 0"), or

Tier 1 - no Minimum Annual Commitment under a contract term of one, two or three years ("Simple Connections, Education Connections - Commitment Tier 1"), or

Tier 2 - a Minimum Annual Commitment ("MAC") level of \$3,000 ("Simple Connections - Commitment Tier 2"). Customer's fixed rates are based upon Customer's MAC and the term of the agreement selected by Customer.

Enterprise Connections - a Minimum Annual Commitment ("MAC") level of \$6,000, \$12,000, \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$180,000, \$240,000, or at some other amount mutually agreed upon by the parties ("Enterprise Connections"). Customer's fixed rates are based upon Customer's MAC and the term of the agreement selected by Customer.

Customer must complete a Service Provider Change Authorization available from Verizon.

- 2. Contract Term/Service Period.** Customer commits to purchase the Services as set forth in this Exhibit for a term of consecutive months following installation of the Services (if not previously installed) and Verizon's completion of all work necessary for the provision of the Services under the terms hereof (the "Service Period").
- 3. Determination of MAC.** In determining the MAC, the Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges ("MRCs") and other usage and charges for the full range of long distance voice and data services provided by Verizon shall be included. Usage charges for Operator assisted calls (0+, 0-) third number-billed calls, collect calls and directory assistance will be included toward Customer's MAC only for lines included in this plan, which must be specified by the Customer on Attachment A/A-1, but, such charges shall not be discounted. Charges for Wide Area Telephone Service ("WATS") lines, mobile service, pay station, residential lines and lines with Handicap discounts are not included in the MAC under this plan.
- 4. Dedicated Access Facilities.** Customer may arrange for local loop access facilities on its own, or may elect to have Verizon coordinate access arrangements. Verizon will bill the access provider's charges to Customer. Any special construction or non-standard charges assessed by the company supplying the local loop access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.
- 5. Calling Cards.** Calls placed using non-Verizon calling cards provided by an alternate carrier by reason of 47 United States Code Section 271(b), are not covered under this plan.
- 6. Rating of Calls.** Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six second increments thereafter.
- 7. Underutilization Charge.** If the usage charges paid by Customer are less than the MAC, an Underutilization Charge equal to the difference between the MAC and such usage will be imposed. Verizon will bill Customer for such Underutilization Charge within ninety (90) days following each annual In Service anniversary date. Effective upon each twelve (12)-month anniversary of the Service Period, the parties may mutually agree on an amendment to this Exhibit that reduces the MAC for the following year to the next lower level with a corresponding increase in the applicable rates, and which may also require payment of an additional charge of five percent (5%) of the amounts billed for Services under this Exhibit during the previous twelve (12) months. In the absence of reaching mutual agreement on such an amendment, the terms of this Exhibit shall continue to apply as set forth herein.

SECTION 2 - EXHIBIT A - LONG DISTANCE VOICE SERVICE (Continued)

8. **Termination Charges.** Customer may elect to terminate the Services provided under this Exhibit for its own convenience upon sixty (60) days prior written notice to Verizon. In the event Customer elects to terminate the Services provided under this Exhibit prior to the expiration of the terms selected under Tier 2 or Enterprise Connections above, or if terminated for default by Verizon, Customer shall be responsible for an amount equal to (i) the difference between the MAC and total usage charges paid during the Contract Year of such termination; and (ii) forty percent (40%) of the MAC for each additional Contract Year of the unexpired term of this Exhibit (collectively, the "Termination Charges"). No early termination charges apply to Tier 0 or Tier 1.
9. **Liquidated Damages.** Customer acknowledges that Verizon's actual damages arising either from Customer's underutilization or termination of the Service are impossible to ascertain and the Underutilization and Termination charges are reasonable estimates of same and shall constitute liquidated damages, and not penalties.
10. **Expiration of Term.** When a term commitment under Tier 2 or Enterprise Connections expires, Customer will have thirty (30) days to select another Verizon service plan. If Customer fails to notify Verizon within this time frame, for MACs of \$6,000 and greater, Verizon may place Customer on the long distance plan with pricing that corresponds to the then current one year term and \$6,000 MAC. For plans with a MAC less than \$6,000, Verizon may change to its lowest MAC level at the one year term. The new rates will be effective on the first of the month when implemented following a 30-day grace period. Tier 0 or Tier 1 plan continue month-to-month until customer gives notice of termination or Verizon discontinues that service plan.
11. **Unauthorized Use.** Verizon does not warrant or guarantee that it can prevent unauthorized use or misuse. Verizon shall not be liable for any damages, including charges for service under this Exhibit, that Customer may incur as a result of the unauthorized use or misuse of the service by Customer's employees, third parties, or the public. Customer shall remain responsible for such charges.

Additional Available Services

12. **International Services.** International Service is an add-on to this interstate plan and will utilize rates as filed in Verizon's published rates as may be changed from time to time.
13. **Call Management Features.** The following call management features are also available:
 - a) **Account Code Service** offers varying levels of security and cost management, and is available with either dedicated or switched access lines. Customer will be required to input appropriate codes before the call is processed. Customer must choose between the Unvalidated Account Code or Validated Account Code options, described as follows:
 - i) **Unvalidated Account Code.** This enables the Customer to categorize and secure telecommunications expenditures and access. Customer must notify Verizon how many digits (2 to 8) will be dialed. The call will be authorized only if an account code with the correct number of digits is dialed. Customer controls the assignment of actual numbers dialed.
 - ii) **Validated Account Code.** Customer is required to enter a specific, Customer-defined code at the end of the dialing process before call completion will occur. Customer defines the length of the code (2 to 8 digits) and the listing of specific codes that will be accepted. Upon activation of validated account codes, call completion will occur only if a valid account code is entered at the end of the dialing process.
 - b) **Management Reporting Services.** These services provide the customer with the ability to analyze call detail by formatting it into various summary formats. Customer may obtain Management Reports via either paper copy or software copy, but not both formats. Call Management Reports provide various summary formats of Customer's invoiced call information and may be presented in either Outbound Call Reports or Inbound Call Reports. Selected reports are available on a per invoice basis, and are provided via paper copy. As an alternative to ordering Call Management Reports from Carrier, Customer may order a software program that can be utilized to generate not only the Call Management Reports, but other customized reports as well. Customer may select from a set of predefined standard formats, or build custom reports to fit its own telemanagement needs. Customer will be supplied with the program initially (one time), and with monthly invoice information via CD ROM. **Management Reporting Services are only available under Enterprise Connections.**

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c) **Term.** Call Management Features and Management Reporting Services, when selected below, will be provided on a month-to-month basis at Verizon's then current rates and are subject to change without notice to the Customer.

14. Other Incidental Features and Services: Customer may order other services throughout the term of the Agreement that are incidental to the Long Distance Voice Service provided herein. These optional features and services, as well as the rates for such features and services, are listed and described in either Verizon's tariff, if applicable, or on its website. All terms and conditions set forth in this Agreement shall apply to any such feature or service provided to Customer by Verizon. Nonrecurring charges, per-call charges minute-of use charges, feature change charges and other applicable charges may apply to such features or services. Incremental charges may also apply for installation of, or changes to the services provided herein. All charges for features and services incidental to the Long Distance Voice Service shall be billed in accordance with the current rates for such feature and services set forth in the Verizon tariffs or website. These rates are subject to change without prior notice to Customer. Incidental features and services are provided on a month-to-month basis and may be cancelled and/or added at any time with notice to Verizon. Cancellation of any feature or service does not authorize Customer to cancel this Agreement for Long Distance Voice Service that is subject of this Agreement or to revise the Customer's selected MAC. This Agreement shall remain in full force and effect until the end of its term. In placing orders for features and service incidental to the Long Distance Voice Service provided herein, Customer shall follow Verizon's standard ordering process. Such process is subject to change by Verizon at any time without prior notice to Customer.

15. Additional Services. Any Customer requests or orders for additional Services covered by this Exhibit, or any moves or changes to Services covered by this Exhibit, whether submitted in verbal, written, or via electronic medium, may be accepted by Verizon, at its discretion, without the need for a writing signed by the parties; and any such additional Services, or any such moves or changes, that Verizon provides shall be governed by applicable tariffs, if subject to filed and effective tariffs, or shall be governed by the rates, terms and conditions of this Exhibit unless otherwise specified by Verizon. If Services are added in a State where Services were not previously provided, Customer understands and agrees that the rates that will apply to any intrastate Services provided in such jurisdiction shall be the intrastate rates set forth in filed and effective tariffs for such Services in that State, or if there are no such tariffs, then the rates set forth in Verizon's web-site for such Services shall apply.

B. Rates and Charges

Customer Term and Minimum Annual Commitment (MAC) for Voice Services:

Customer has agreed to the _____ plan, under a _____ year term with a MAC of \$ _____ per year. Rates quoted are those in effect at the time of signing of this document.

Promotional Offering(s)

- Yes
- No

The rates set forth in this Exhibit are based on the application of Promotion Numbers _____, [insert title(s) of promotion(s)], and are subject to Customer's meeting certain eligibility requirements for such promotion(s). The terms, conditions, and eligibility requirements of the promotion(s) are set forth in the Verizon website at "www.verizon.com/tariff", and are incorporated herein by reference.

Outbound Calling - Interstate Rates Per Minute

	Rates
Switched Access - Interstate	
Calling Card - Enterprise Connections	
Flat Rate MOU for Calling Card	
Calling Card - Simple Connections/Education Connections	
Flat Rate MOU for Calling Card	
Calling Card Surcharge	
Dedicated Access - Interstate	
International Outbound Y/N	

Inbound Calling - Rates Per Minute

	Rates
Tollfree Interstate-Switched	
Tollfree Interstate - Dedicated	
International Tollfree Service Y/N	
International Tollfree Country -	

