

1. **PREAMBLE AND ACCEPTANCE.** Customer ("You" or "Your") and Verizon - _____, Inc. [insert name of providing Verizon telephone company] ("We," "Our," or "Us") make this Agreement on this _____ day of, _____ 19____.

2. **THE CONTRACT AND SERVICE DESCRIPTIONS.** This Agreement is the contract between You and Us for the OptiMail services (the "Services") which You have requested and which are described in Exhibit A to this Agreement (the "Service Descriptions"). The Service Descriptions and Exhibit A are parts of this Agreement. If there are conflicts in the terms shown in Exhibit A and the terms of this Agreement, the terms of this Agreement shall control.

To the extent that the Services provided under this Agreement are interconnected with other services provided by Us or other persons, the other services shall not be deemed to be provided under this Agreement. This Agreement does not include telecommunications services or other services or products You use to communicate with the equipment and facilities We use to provide the Services, including, but not limited to, customer premises equipment and Centrex services.

3. **PAYMENT.** We will bill You, and You will pay Us, the charges for the Services described (a) in price lists provided by Us to You from time-to-time that refer to this Agreement and (b) in Exhibit B to this Agreement (collectively referred to as the "Charges"). The Charges and Exhibit B are parts of this Agreement. We will bill Charges monthly and You will pay Us the Charges by the due date shown on the bill. Payments received after the due date may be subject to a late payment charge. The Charges do not include applicable taxes, fees, duties, surcharges, and other amounts due under law, which You agree to pay Us in addition to the Charges.

4. **LIMITED WARRANTY FOR SERVICES AND REMEDY FOR FAILURES IN SERVICES.** We warrant that the Services will function substantially in accordance with the Service Descriptions. IF THE SERVICES FAIL TO FUNCTION IN THIS MANNER AND THE FAILURE IS NOT DUE TO (A) THE FAULT OF YOU, YOUR EMPLOYEES, YOUR AGENTS, OR YOUR CONTRACTORS OR (B) A CONTINGENCY IDENTIFIED IN PARAGRAPH 6 OF THIS AGREEMENT OR (C) SCHEDULED MAINTENANCE, THEN WE, AT OUR EXPENSE, WILL REPAIR THE SERVICES SO THAT THEY FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICE DESCRIPTIONS. IN ADDITION, IF A FAILURE IN THE SERVICES, DUE TO CAUSES OTHER THAN THOSE SET FORTH IN CLAUSES (A) THROUGH (C) ABOVE, LASTS TWENTY-FOUR HOURS OR MORE AND YOU PROVIDE US NOTICE OF THE FAILURE, WE WILL CREDIT YOU THE PRO-RATED RECURRING MONTHLY CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF THE FAILURE. FAILURE TIME WILL BE MEASURED FROM THE TIME THAT YOU NOTIFY US OF THE FAILURE. 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 PARTICULAR PURPOSE.

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. OUR LIABILITY TO YOU FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM OUR NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF \$1,000 OR TWICE THE CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE.

6. CONTINGENCIES. We will not be liable for delays, damages, or failures in performance due to causes beyond Our reasonable control, including, but not limited to, acts of a governmental body, government regulation, acts of God, acts or omissions of third parties, fires, floods, strikes or other labor-related disputes, or inability to obtain necessary equipment or services.

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.

8. TERMINATION AND SURVIVAL. This Agreement shall begin on the date shown at the beginning of this Agreement, and, unless terminated as permitted by this Agreement, it shall remain in effect for the period during which We provide Services to You. Unless terminated earlier as permitted by this Agreement, Services will be provided for the service period shown in the Service Descriptions.

If You terminate this Agreement before service is established, You will pay Us all costs reasonably incurred by Us to provide the Services.

You or We may terminate all or part of this Agreement or all or part of the Services at any time, with or without fault on the part of the other party. To terminate the Agreement or the Services, one party must give the other party at least thirty (30) days advance written notice of termination, unless We and You agree to a different period. You will pay all Charges due Us under this Agreement through the date of termination, including, but not limited to, Charges for early termination. (Charges for early termination do not apply if We terminate the Agreement or Services for our convenience only or if You terminate the Agreement or Services for Our failure to perform a material term of the Agreement.)

All obligations incurred by You or Us before termination or expiration of this Agreement shall survive termination or expiration.

9. COMPLIANCE WITH LAW AND CHOICE OF LAW. You and We will comply with all applicable laws, rules, regulation, ordinances, orders, and decrees in performing this Agreement. This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the state in which the Services are provided.

10. TARIFFS AND GOVERNMENT REGULATION. If a governmental body properly requires the Services to be provided under tariff, We may terminate the Services or cause the preparation and filing of an appropriate tariff in accordance with law. If a tariff is filed, the tariff will supersede this Agreement when the tariff becomes effective under law. We will promptly notify You of any tariffing requirement and Our plans either to terminate the Services or to file a tariff.

If a governmental body properly requires the Services to be provided by a separate company that is affiliated with Us, We may terminate the Services or transfer or assign all or part of this Agreement to the separate affiliate in accordance with this Agreement. We will promptly notify You of any separate affiliate requirement and Our plans either to terminate the Services to transfer or assign all or part of the Agreement to the separate affiliate.

11. TRANSFER OF THIS AGREEMENT AND SUCCESSORS. Without Your consent, We may transfer or assign all or part of this Agreement to one or more of Our affiliated companies, to a company with which We merge or which acquires substantially all of Our assets, or to subcontractors that We choose. Without Your consent, We may also transfer or assign Our rights to receive payments from You under this Agreement. Except for these transfers and assignments, neither We nor You will transfer or assign all or part of this Agreement without the other party's prior written approval. Neither We nor You will withhold written approval without reasonable grounds. Any transfer or assignment in violation of this paragraph will have no effect.

Subject to the preceding paragraph, this Agreement shall be binding upon and be for the benefit of the successors and assigns of the parties.

12. CHANGES IN SERVICES, CHARGES AND TERMS AND CONDITIONS. With the exception of volume and term rates as described in Exhibit B, Charges may be increased by Us and the Services and this Agreement (other than Charges for Services) may be changed by Us at any time by giving You written notice of the increase or change. Notice of an increase in Charges or a change in the Services or this Agreement may be in the form of a bill insert, a notice included as part of Your telephone bill, or other written notice. Payment of Charges by You or continued use of Services after You receive notice will constitute agreement by you to the increase or change. Charges may be reduced or waived by Us at any time without notice.

13. SCHEDULED MAINTENANCE. From time-to-time during the term of this Agreement, the equipment and facilities used by Us to provide Services to You will be scheduled for maintenance which will temporarily render the Services unavailable for Your use. We will give You reasonable advance written notice of scheduled maintenance. We shall have no liability to You or other persons as a result of the unavailability of services due to performance of scheduled maintenance.

14. SEVERABILITY. If any term or condition in this Agreement is properly found to be invalid or unenforceable by a government body, the remaining terms or conditions of this Agreement shall not be affected by the finding and shall continue to apply.

15. ENTIRE AGREEMENT. This Agreement is the entire agreement between You and Us on the subject matter of this Agreement, and it supersedes all prior representations, understandings, or agreements on the subject matter of this Agreement. This Agreement may not be changed or waived except as permitted by this Agreement or by a written document which is signed by You and Us.

CUSTOMER

VERIZON _____ INC.

BY: _____

BY: _____

(Name:) _____

(Name:) _____

(Title:) _____

(Title:) _____

EXHIBIT A -- SERVICE DESCRIPTIONS

We will provide You with the Service features shown below which are preceded by a numerical statement of the quantity of Services ordered. The features will be provided in the quantity ordered. You will subscribe to the Services on (check one) _____ a month-to-month basis for a minimum term of one month or for ____ a term of (fill in either 12, 24, 36, 48, or 60) _____ consecutive months ("Service Period"). The Service Period shall begin when we complete installation of the Services and advise You that they are ready for use.

We will provide You the Services for use at the following locations:

[insert service locations]

MAILBOXES:

**Initial
Quantity
Ordered**

_____ **Automated Attendant Service** mailboxes provide 24-hour a day routing of incoming calls to an attendant location, or it can be used as a back-up when the primary answering point, or any called extension, is busy or does not answer. When a call is made to the attendant, a recorded announcement is played, followed by a menu giving the caller a list of options. When the caller selects a valid option, the call is transferred automatically to either an extension, an operator, a mailbox, or another greeting with another set of options. This service supports subscribers to voice messaging mailboxes as well as non-subscribers.

_____ **Bulletin Broadcast Service** mailboxes deliver mailboxes information to a large number of subscribers. The message is created in the authorized subscriber's mailbox (via the class of service) and is delivered through the Bulletin Broadcast mailbox to a specified subscriber group that is defined in each individual subscriber's mailbox profile.

**Initial
Quantity
Ordered**

_____	Caller's Menu mailboxes provide routing of mailboxes incoming calls to specific extensions or mailboxes. This feature can be configured for up to nine routing options, plus the option of dialing an extension or entering a mailbox number. Each single-digit routes the caller to a specified mailbox on the Services Platform or to a specified extension.
_____	Caller's Menu + Extension mailbox is nearly mailboxes identical to the Caller's Menu except that upon reaching this mailbox the caller will hear a greeting that will offer the caller the option to immediately dial the extension of the person the caller is trying to reach.
_____	Caller's Menu + Mailbox mailboxes are almost mailboxes identical to the Caller's Menu except that upon reaching this mailbox the caller will hear a greeting that will offer the caller the option to immediately dial the mailbox number of the person the caller is trying to reach.
_____	Conditional Transfer mailboxes immediately mailboxes route the caller to a specific destination and are almost identical to the Transfer Service mailbox except the transfer can be to one of two "locations" based on the time of day.
_____	CPE-Initiated Networking Capability allows nodes subscribers with mailboxes on a CPE Octel System or one that supports AMIS Networking(currently Octel, VMX, Rolm & Audix) to exchange messages with subscribers using the Services platform.
_____	Dedicated Access allows subscribers to use ports Centrex lines to access (indirectly) ports on the Services platform. This feature is charged on a per port basis and is necessary for Auto Attendant, Bulletin Broadcast, Caller's Menu, Conditional Transfer, and Voice Forms mailboxes. This feature and per port charges also apply when a customer requires lower than a 65 to one port ratio. Centrex services are not provided under this Agreement. Charges for such services are in addition to this Agreement.
_____	Dedicated Storage allows a mailbox user to add additional storage minutes greater than the standard capability of _____ minutes.

**Initial
Quantity
Ordered**

- _____ **FaxAgent** is a fax store and forward service mailboxes that allows subscribers to receive and redistribute fax images. Like voice store and forward, fax store and forward comprises several areas of functionality including: fax notification via a message waiting indication in the mailbox, fax delivery with a voice introduction or without, fax retrieval to any fax machine chosen by the subscriber and fax mail allowing distribution to other subscribers. With Fax Agent, minutes or messages represent the total of facsimile and voice messaging minutes or messages received in the mailbox in any combination.
- _____ **FaxStation** provides overflow capabilities for mailboxes fax devices connected to the customer's Centrex. A fax image intended for a fax machine or device connected to a Centrex line can be forwarded on a busy or ring-no-answer condition to a mailbox. That mailbox will accept fax images and later print them to the fax device when the device becomes available.
- _____ Information Center (Listen Only) mailboxes permit the user or designees of the user to record informational announcements for callers.
- _____ **Information Center w/ Reply** works much like mailboxes the Information Center Listen Only mailbox except that the caller can also respond to any one of the informational announcements and the response is forwarded to the user or its designee's mailbox as a message.
- _____ **Messaging Only (Premium or Standard)** mailboxes mailboxes work much the same way as Voice Messaging mailboxes except that the mailbox is not connected with a line associated with a telephone set. The mailbox can be reached via dial-up to the platform access number and entering the mailbox number.
- _____ **Operator Revert (IntraLATA only)** capability mailboxes utilizes the flash hook transfer feature to revert a caller to a pre-designated telephone number which has been established as an operator revert number. This feature is limited to the Voice Mailboxes, Information Center mailboxes, all Caller's Menu mailboxes, and the Automated Attendant mailboxes.
- _____ **Outcalling Notification (IntraLATA only)** allows mailboxes the subscriber to be notified via a telephone call that a new message has been deposited in a subscriber's mailbox. The subscriber will have the ability to turn the service on and off at any time. The subscriber can also control the type of call (normal or urgent), the day of the week, or the time of day that notification can be sent.

**Initial
Quantity
Ordered**

- _____ **Pager Notification (IntraLATA only)** notifies mailboxes the subscriber of a new message in the subscriber's mailbox via a pager. When a new message is deposited in a subscriber's mailbox, the Services platform will initiate a call to the subscriber's pager number. As with outcalling notification, the subscriber controls through menu options whether or not notification is sent.
- _____ **Premium** mailboxes will provide unlimited usage mailboxes with a message storage capacity of 30 messages, up to 3 minutes in length.
- _____ **Standalone FaxAgent** mailboxes work with mailboxes Caller's Menu mailboxes and provide a collection point for all faxes sent to the platform for the Services without a specific destination.
- _____ **Standard Mailboxes** provide the subscriber with mailboxes 100 minutes of connection time in the mailbox. This includes message delivery from callers, message retrieval, message distribution, and administrative activities. For example, receiving a 30 second message and listening to it in its entirety would equal, at a minimum, one minute of connect time. Billing is based on 6 second intervals. The subscriber have a maximum message length of 2 minutes for both incoming and distributed messages and the mailbox has a storage capacity of 20 messages.
- _____ **Transfer Service** mailboxes are used to route mailboxes calls from an Information Center, Information Center w/ Reply, Automated Attendant, or any of the Caller's Menu mailboxes to other Information Center, Information Center w/ Reply, Automated Attendant, or any other Caller's Menu mailboxes or to an extension. It also provides a greeting to inform the caller of the destination the caller will reach.
- _____ **Voice Forms** mailboxes are an automated mailboxes information collection service. A special mailbox is set up to ask the calling party questions and collect routine information after system prompts. Responses are spoken by the caller and stored in sequence for review and processing. For example, an order for service or for a product can be stored.
- _____ **Voice Form Transcriber** mailboxes permit the mailboxes user to listen to and review responses to questions answered in Voice Forms mailboxes. Multiple Voice Forms Transcriber mailboxes can be used to support a single Voice Forms mailbox. A single Voice Forms Transcriber mailbox can also support multiple Voice Forms mailboxes.

Initial
Quantity
Ordered

Voice Mailboxes provides automated 24-hour a day telephone answering for an individual line when the line is busy or when the line is not answered within a specified ring cycle. Calls are forwarded to the subscriber's mailbox where the caller hears a personal greeting and is encouraged to leave a message. Callers may also press "0" on their touch-tone keypads and revert to a pre-designated telephone number which has been established as an attendant or operator line.

EXHIBIT B -- CHARGES

We will bill and You will pay the Charges shown below in this Exhibit B that apply to the Services You have elected to purchase as shown in Exhibit A. You will pay the Charges in accordance with this Agreement.

MONTH-TO-MONTH RATES

If You have elected a month-to-month Service Period in Exhibit A, and not a Service Period comprised of a definite period of 12, 24, 36, 48, or 60 months, then the following rates apply subject to Paragraph 12 of the Agreement.

Mailboxes	List Price Monthly Rate	Nonrecurring Rate
Standard Voice Mailbox (100 minutes connect time; 20 messages/2 min. each) Usage per add'l min.	\$6.99 \$.08	\$25.00
Premium Voice Mailbox (Unlimited connect time; 30 messages/3 min. each)	\$9.99	\$25.00
Standard Messaging Only Mailbox (60 minutes connect time; 20 msgs./2 min. each) Usage per add'l min.	\$5.99 \$.08	\$25.00
Premium Messaging Only Mail-box (Unlimited connect time; 30 messages/3 min. each)	\$8.99	\$25.00
FaxAgent(10 pages per msg.) (add to voice mailbox-total 30 msgs)	\$4.99	\$10.00
Voice Form Mailbox[1] (15 min. storage)	\$6.99	\$50.00
Voice Forms Transcriber[1] (30 min. storage)	\$6.99	\$50.00
Information Center (15 min. msg.) (Listen Only)	\$6.99	\$50.00

VERIZON® OPTIMAILSM SERVICE AGREEMENT

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Sheet 11
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Mailboxes	List Price Monthly Rate	Nonrecurring Rate
Information Center (15 min. msg.) w/ Reply (20 messages/2 min.)	\$11.99	\$50.00
Automated Attendant (dial by name & extension/mailbox)	\$ 8.99	\$50.00
Caller's Menu (single digit access to extension/ mailboxes)	\$ 8.99	\$50.00
Caller's Menu + Extension	\$ 8.99	\$50.00
Caller's Menu + Mailbox	\$ 8.99	\$50.00
Standalone FaxAgent (10 pages/msg.) (maximum 30 messages)	\$ 8.99	\$50.00
FaxStation (10 pages/msg.) (maximum 30 messages)	\$ 8.99	\$50.00
Bulletin Broadcast Service (5 min max. message)	\$ 6.99	\$50.00
Transfer Service	\$ 5.99	\$10.00
Conditional Transfer Service	\$ 5.99	\$10.00
Outcalling Notification (add to mailbox) (intra-lata or 800# only) per delivery attempt	\$.50	\$ 5.00
Pager Notification (add to mailbox) (intra-lata or 800 # only) per delivery attempt	\$.50	\$ 5.00

Mailboxes	List Price Monthly Rate	Nonrecurring Rate
CPE Initiated Networking Capability per VMS node equipped	\$149.00	\$200.00
Dedicated Storage (per hour)	\$ 59.00	\$100.00
Reestablish Passcode	N/A	\$ 25.00
Mailbox Change/Rearrange	N/A	\$ 25.00
Application Development Charge per half hour	N/A	\$ 85.00
Dedicated Access (rate per port)	\$299.00	\$100.00

NOTES:

- (1) Voice Form Mailboxes must have a minimum of one Transcriber mailbox.
- (2) Voice mailboxes will be engineered with a ratio of 65 mailboxes to one port. If a lower mailbox to port ratio is requested, dedicated access charges, as shown below, apply.

VOLUME AND TERM COMMITMENT MONTHLY RECURRING RATES

If You have agreed to a Service Period comprised of a definite term of 12, 36, 48, or 60 months, and not a month-to-month term, as shown in Exhibit A, the following monthly recurring feature rates and early termination charges will apply for the Service Period in lieu of the applicable month-to-month feature rates shown above. The nonrecurring charges for month-to-month rates as shown above will also apply.

I. RATE SCHEDULE

Feature	Quantity	12 Month	36 Month	48 Month	60 Month
Standard Voice Mailbox	50-99	\$6.78	\$6.43	\$6.15	\$6.01
(rate per mailbox)	100-500	\$6.50	\$6.15	\$5.80	\$5.59
	501-1000	\$6.29	\$5.94	\$5.52	\$5.38
	over 1000	\$6.15	\$5.73	\$5.24	\$4.99
Standard Messaging Only	50-99	\$5.81	\$5.51	\$5.27	\$5.15
(rate per mailbox)	100-500	\$5.57	\$5.27	\$4.97	\$4.79
	501-1000	\$5.39	\$5.09	\$4.73	\$4.61
	over 1000	\$5.27	\$4.91	\$4.49	\$4.25
Premium Voice Mailbox	50-99	\$9.59	\$8.99	\$8.49	\$8.29
(rate per mailbox)	100-500	\$9.19	\$8.59	\$7.99	\$7.59
	501-1000	\$8.79	\$8.19	\$7.49	\$7.19
	over 1000	\$8.49	\$7.79	\$6.99	\$6.49
Premium Messaging Only	50-99	\$8.63	\$8.09	\$7.64	\$7.46
(rate per mailbox)	100-500	\$8.27	\$7.73	\$7.19	\$6.83
	501-1000	\$7.91	\$7.37	\$6.74	\$6.47
	over 1000	\$7.64	\$7.01	\$6.29	\$5.84
FaxAgent	50-99	\$4.79	\$4.49	\$4.24	\$4.14
(rate per mailbox)	100-500	\$4.59	\$4.29	\$3.99	\$3.79
	501-1000	\$4.39	\$4.09	\$3.74	\$3.59
	over 1000	\$4.24	\$3.89	\$3.49	\$3.24
Dedicated Access (rate per port)	1-9	\$200.00	\$200.00	\$200.00	\$200.00
	over 9	\$200.00	\$200.00	\$200.00	\$200.00

II. APPLICATION OF VOLUME AND TERM COMMITMENT MONTHLY RATES

Monthly volume and term commitment rates will be charged to You based on: the term of the Service Period You elected; and the type mailboxes and number of mailboxes You have in service at the end of each month of the Service Period. For example, if You have 50 standard mailboxes in service at the end of the first month of a twelve-month Service Period, You will be charged and must pay Us \$6.78 for each mailbox for that month. At the end of the second month, if You have 200 standard mailboxes in service, You will be charged and must pay Us \$6.50 for each mailbox for that month.

A. EARLY TERMINATION CHARGES

If You terminate this Agreement or the Services before the end of the Service Period, You will pay us an early termination charge. The early termination charge will be equal to the amount of cost incurred by Us to provide the Services to You which has not been recouped from You in payments You have made to Us for the Services. The early termination charge will be determined by Us when We receive notice that You have terminated the Services or the Agreement.