SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS

7.1 General

Unless provided otherwise herein, all other terms and conditions as set forth in SECTION 2 - REGULATIONS shall apply to Wholesale Service Agreements.

7.2 Customer's End Users

7.2.1 Customer shall be solely responsible for billing its end users, communicating with its end users regarding tariff and other regulatory issues raised by the FCC or state regulatory commissions, communicating with and responding to questions or demands raised by the FCC or state regulatory commissions, and providing its end users with customer service. Customer shall be solely responsible for the billing, collecting, reporting, and remittance of all taxes, fees, and surcharges associated with Customer's provision of services to its end users. Customer agrees to promptly notify Carrier in the event an end user notifies Customer of problems associated with the Service, including, without limitation, excess noise, echo, or loss of Service. Customer's end users shall not be considered customers of Carrier.

7.3 Rates, Billing and Payment

7.3.1 Rates for Services provided by Carrier pursuant to this Tariff are as shown in the Customer Service Arrangement section below.

7.3.2 Customer acknowledges and understands that Carrier computes all charges herein exclusive of any federal, state, or local use, excise, gross receipts, sales and privilege taxes, duties, fees, impositions or similar liabilities, whether charged to or against Carrier or Customer arising out of the Service ("Additional Charges"). Customer shall pay such Additional Charges (other than taxes imposed upon the net income or property of Carrier) as may be applicable. Customer shall submit to Carrier appropriate documentation indicating Customer is exempt from Additional Charges, if applicable.

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

7.3 Rates, Billing and Payment (Continued)

7.3.3 In the event Customer, in good faith, disputes Carrier's computation of amounts due and owing, Customer shall nevertheless pay all charges that are not in dispute in accordance with the payment terms set forth in this Tariff. Customer shall pay all disputed amounts into an interest-bearing escrow account established and maintained at Customer's expense; provided, however, that in the event that the disputed amount is less than ten percent (10%) of the total monthly amount invoiced (excluding Additional Charges and any amounts carried over from previous months), Customer shall not be required to pay such disputed amount into said escrow account. In no event shall the disputed-but-undeposited-into-the-escrow-account amount exceed 25% of the current month's invoiced amount (excluding Additional Charges and any amounts carried over from previous months). An amount shall not be considered to be in dispute until Customer (i) has made payment to Carrier of all undisputed amounts, (ii) has provided Carrier written proof of deposit of the disputed amount into the escrow account (if required), and (iii) has provided Carrier with written documentation explaining the disputed amount. The parties shall cooperate to resolve any dispute expeditiously. To the extent that such a dispute is resolved in the favor of Carrier, Customer agrees to have released to Carrier from the escrow account, the disputed amounts (including any interest which may have accrued) within ten days of the resolution, after which the late payment fee specified above shall apply. To the extent that such dispute is resolved in favor of Customer, Carrier agrees to approve release of all resolved amounts from the escrow account to Customer. Carrier shall not be obligated to consider any Customer notice of billing discrepancies which is received by Carrier more than 90 days following the date of the invoice in question.

7.4 Use of Marks

7.4.1 Without the prior written consent of Carrier, Customer shall not use or reference trademarks, trade names, service marks, service names, insignia, symbols, identification and logotypes of Carrier or its corporate affiliates or other trade names, trademarks, and/or service marks which Carrier may use ("Marks") in any manner including, but not limited to, Customer's advertising, promotion, and telephone solicitation materials. Customer shall not do any business under any of the Marks or derivative or variation thereof, and Customer shall not directly or indirectly hold itself out as having any relation to Carrier or its affiliates nor shall it disclose that it purchases its service in whole or part from Carrier. Any breach of this Section shall be deemed a material and substantial breach of this Tariff and are grounds for termination by Carrier.

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

7.5 Regulations/Certification

7.5.1 This Tariff shall at all times be subject to the decisions, orders, statutes and rules of the federal regulatory authorities having jurisdiction of the telecommunication services provided under this Tariff.

7.5.2 Customer represents and warrants that in all jurisdictions in which it provides services that require certification or other authorization, it has obtained the necessary certification or other authorization from the appropriate governmental authority and has duly filed all required tariffs incident thereto. Further, if requested by Carrier, Customer agrees to provide proof of such certification or other authorization and tariff filings acceptable to Carrier within ten business days of the date Customer receives said request from Carrier. Carrier's request or failure to request such proof shall not relieve Customer of or waive its obligation to obtain and maintain such certification or authorization. In the event Customer is prohibited, either on a temporary or permanent basis, from conducting its telecommunications operations in a given jurisdiction, Customer shall immediately notify Carrier. Carrier shall cooperate with Customer's efforts to obtain any legal or regulatory authorization required to provide or use the Services as contemplated hereby.

7.6 Discontinuance of Service by Carrier

7.6.1 Carrier may suspend Customer's service upon written notice to Customer, that there exist invoice balances that have gone unpaid for more than 45 calendar days from the date of invoice and that exceeds the sums that are confirmed to Carrier by the escrow agent as on deposit in the escrow account for disputed amounts established by Customer. In the event of such suspension, or in the event of termination of a Wholesale Agreement, Customer acknowledges that it shall be responsible for providing appropriate notice to and alternative services to its end-users. No notice, whether written or oral, that Customer may provide to its end-users shall reference or identify directly or by implication Carrier or its affiliates or suppliers unless Carrier has in advance reviewed and in its sole discretion, approved in writing, such use. Carrier shall have the right to suspend Service hereunder notwithstanding the existence of ongoing executive escalation processes, arbitration, regulatory or count proceedings.

7.6.2 Without incurring any liability, Carrier may under any of the following circumstances discontinue or interrupt service that is being furnished:

A. Customer becomes insolvent or makes assignment for the benefit of creditors.

B. A receiver, trustee, conservator, or liquidator of all or a substantial part of Customer's assets is appointed with or without Customer's application or consent.

C. A petition is filed by or against Customer under the Bankruptcy Act or any amendment thereto or under any other insolvency law or laws providing for the relief of debtors.

D. Customer assigns or attempts to assign a Wholesale Agreement to a third party, without prior written notice to Carrier.

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

7.7 Cancellation or Termination of Service

7.7.1 Customer may terminate a Wholesale Agreement, upon 30 days written notice to Carrier, following the completion of any minimum applicable service requirement. Customer remains liable for all billed charges through the termination date. Early termination charges may also apply.

7.8 Notice

7.8.1 Any notice to Carrier under this Tariff shall be given in writing and either (a) delivered by hand to the individual addressee or such addressee's designated agent; (b) sent by United States registered or certified mail, postage prepaid, return receipt requested.

Verizon Select Services Inc.
Attention: Director - Contract Management
6665 North MacArthur Boulevard
Irving, Texas 75038

7.8.2 If either party changes its address or other contact information during the term of a Wholesale Agreement, it shall so advise the other party in writing and any notice thereafter required to be given shall be given to such new contact or address.

7.9 Toll Free Service Offerings

7.9.1 Description of Service

A. In addition to the provisions provided in the General section, these additional terms and conditions impact the Wholesale Toll Free Service offerings.

B. Toll Free Service provides for the termination of in-bound toll free calls to one-party exchange access lines or to dedicated access facilities. Toll free number assignment provides for the assignment of a single ten digit number (i.e. 800-XXX-XXX-XXX). The assigned toll free number will terminate on Customer's exchange access line(s).

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

7.9 Toll Free Service Offerings (Continued)

7.9.2 Customer's End Users

Customer shall have the right to resell any or all of the services for Customer's own account and exclusively as Customer's services without reference to or use of Carrier's Marks.

7.9.3 Obligation of Customer

Customer will be responsible for the manner in which Customer uses the Services provided by Carrier, including the maintenance and security of Customer network and other facilities, choice of equipment, software and all other matters related to how Customer uses the services.

7.9.4 Obligation of Carrier

A. Carrier will provide Service on a 24-hour-a-day, seven-day-a-week basis. However, Carrier does not warrant that Service will be provided without interruption. In the event of a service interruption that is caused by Carrier, except as otherwise provided in Carrier's Tariffs, Carrier shall refund to Customer an Outage Credit based on the minimum usage amount prorated by the number of minutes of usage reported. Such credit will not be given for service interruptions caused by Customer or by activities or facilities furnished by Customer. As used herein, "Minimum Usage" shall mean the total charges for Carrier's Services, which Customer agrees to purchase during the term of a contract.

B. This Tariff shall at all times be subject to changes, modifications, orders and rulings by the FCC and the Public Utility Commissions of the states in which Service is being provided. In the event of any such changes, modifications, orders and/or rulings that materially adversely affect the Customer, Customer may cancel an agreement without payment of any special termination charges or further liability, provided however, Customer shall remain responsible for payment of any charges incurred prior to such cancellation. Carrier shall provide Customer with notice of any such changes, modifications, orders and/or rulings within 30 days of its receipt of notice of same.

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

7.9 Toll Free Service Offerings (Continued)

7.9.5 Limitations of Liability

A. Carrier shall not be liable to Customer for interruptions caused by failure of equipment or services, failure of communications, power outages or other interruptions not within the complete control of Carrier. There shall be no credits, reductions or set-off against charges for Service downtime or interruption of Service except as defined in this Tariff.

B. The liability of Carrier for any cause whatsoever, including, but not limited to, any failure or disruption of Services provided under this Tariff, regardless of the form of action, whether in contract or tort, or otherwise, shall be limited to an amount equivalent to charges paid by Customer for the services during the period such claim arose.

C. Except to the extent that Carrier fails to comply with it's standard fraud control measures, in place at the time of a contract, through no fault of Customer, (1) Customer shall indemnify and hold harmless Carrier from all costs, expenses (including, without limitation, court, costs and reasonable attorneys' fees) losses, damages, liabilities, demands, charges, penalties, claims or actions arising from fraudulent or unauthorized calls of any nature which may comprise a portion of the service; and (2) Customer shall not be excused from paying Carrier for service provided to Customer or any portion thereof on the basis that fraudulent or unauthorized calls comprised a corresponding portion of the service. In the event Carrier discovers fraudulent or unauthorized calls being made (or reasonably believes fraudulent or unauthorized calls are being made), Carrier shall take action (with prompt, subsequent notice) that deems reasonably necessary to prevent such fraudulent or unauthorized calls from continuing to take place, terminating Service to or from specific locations.

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

7.9 Toll Free Service Offerings (Continued)

7.9.6 Right to Audit

Upon written notice to Customer, Carrier or its authorized representative, shall have the right to examine, at Carrier's expense, all applicable books, records, documents, equipment, facilities and other data of Customer. The applicable scope of the audit shall be limited to Customer's performance of its obligations pursuant to this Tariff. Within 30 days of such notice, the parties will determine the location, date and specific information to be audited. Audits will be conducted during normal business hours and shall be of such records, accounts and processes as may contain information concerning Customer's obligations pursuant to this Tariff.

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

(Reserved for future use)

SECTION 7 - WHOLESALE SERVICE ARRANGEMENTS (Continued)

(Reserved for future use)