



LOCAL TELEPHONE SERVICE ADDENDUM
to the
Carrier Account Master Service Agreement

THIS LOCAL TELEPHONE SERVICE ADDENDUM (“Addendum”) shall be attached to and become a part of the Carrier Account Master Service Agreement (“Agreement”) by and between Electric Lightwave, LLC (“ELI”) and INSERT CUSTOMER’S FULL LEGAL NAME (“Customer”):

1. SCOPE OF THE ADDENDUM

This Addendum, including all attachments hereto, along with the Agreement, sets forth the terms and conditions under which ELI agrees to provide to Customer and Customer agrees to procure from ELI certain Local Telephone Services and Toll Services as described herein (“Services”).

2. DEFINITIONS

2.1 For purposes of this Agreement, the following terms will have the meanings ascribed to them below. Other terms used in this Addendum are accorded their common meanings.

2.1.1 “Bill-to-Third Call” - An operator-assisted toll calling arrangement in which originating toll charges are applied to a telephone number other than the station originating the call.

2.1.3 “Collect Call” - A non toll free call in which the called party pays the originating charge for a toll call.

2.1.4 “End User Service Demarcation Point” - The termination jack of the ELI-provided local loop which connects to End User or Customer equipment at the End User’s premises. The End User Service Demarcation defines where service responsibility for ELI ends and where either the End User or Customer’s responsibility for service begins.

2.1.5 “ISDN-PRI” - Integrated Services Digital Network-Primary Rate Interface. T-1 rate interface delivering either 23 bearer channels and one data channel (23B+D), or 24 bearer channels (24B) when more than one PRI share the same data channel. The ELI ISDN-PRI configuration for Local Switched Services is provisioned as Voice and Data PRI. Voice communication will only be supported by the Voice and Data PRI. This configuration includes 2 way DID capabilities, caller identification blocking and calling number identification. The Voice and Data PRI can be supplemented with Premier Calling Features. These include call-by-call service selection, call forwarding of busy line, call forwarding don’t answer, call forwarding variable, call pickup, flow and overload control, message waiting indicator, and network ring again.

- 2.1.6 “Letter of Authorization (LOA)” - Written confirmation, by a responsible representative of Customer’s End User, authorizing Customer to place orders for Services on the End User’s behalf.
- 2.1.7 “Local Calling Area” - The Rate Centers and associated NPA-NXXs which are available for toll-free outbound calling from the NPA-NXX assigned to Customer’s End User
- 2.1.8 “Local Number Portability” - Local Number Portability (LNP) is the ability of users of telecommunication Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another. LNP Out is the porting of prior customers’ numbers to a new location. LNP In is the porting of new customers numbers from their previous carrier.
- 2.1.9 “Local Switched Services” - ELI offerings to Customer that will provide Customer’s End Users with a telephonic connection to, and unique local telephone number address on, the public switched telecommunications network. The use of Services will enable the End User to generally place calls to, or receive calls from, other stations on the PSTN. Digital trunks and ISDN Primary Rate Interface are the only services included in this agreement. Services will include access to 911 services, but is limited to displaying only one address for every telephone number on each trunk group.
- 2.1.10 “Number Portability” - Process which allows End Users to retain geographic-based telephone numbers when changing local service providers.
- 2.1.11 “Rate Center” - The specific geographic area associated with the NPA-NXX code assigned to ELI and used to provide Local Switched Services to Customer’s End Users within the geographic boundary.
- 2.1.12 “Third Party Charges” - Any charges imposed on ELI from a third party directly related to a specific Service Order or activity.

3. DESCRIPTION OF SERVICES

- 3.1 The Services to be provided hereunder, shall include provisioning, installation, maintenance, and testing. ELI reserves the right to substitute, change or rearrange any ELI Equipment used in delivering Services that does not affect the quality, cost or type of Services. Upon written agreement of the parties, Services may be changed from time to time to reflect additional capabilities and features available from ELI.
- 3.2 ELI Local Switched Service for resale is ISDN Primary Rate Interface (ISDN-PRI).
- 3.3 ISDN-PRI will be offered on a 23B+D or 24B format and not in any fractional format.
- 3.4 Local Switched Services are delivered with dial tone rated to the End Users Local Calling Area.
- 3.5 All Local Switched Services are flat-rated for outbound calling within the Local Calling Area. Local Switched Services are provisioned with options to have outbound Toll denied.

- 3.6 Customer agrees that any End User internal wiring required to extend to an End User Service Demarcation Point at the End User premises is not the responsibility of ELI and that ELI is not responsible for the costs thereof.
- 3.7 Local Switched Services can only be delivered to On-Net, locations. For Off-Net Services delivery, ELI will charge Customer for the transport facility between the closest ELI serving point and the End User's Serving Wire Center. ELI will provide to Customer a list of transport rates corresponding to ELI serving points. Such rates are subject to change.
- 3.8 Number Portability is available for End User Services that are migrated from another service provider.
- 3.9 Directory assistance and operator services are provided only by ELI when Toll Services are included with the Local Switched Services provided to Customer's End User.
- 3.10 ELI will establish, at no additional charge, one primary listing for each main telephone number of Customer's Local Switched Services End User.
- 3.11 In order to place an initial order for Services, Customer must complete and return the ELI tax exemption form. Provided Customer completes the tax exemption form, all Services will be provided to on a tax-exempt basis and without applying End User surcharges.
- 3.12 If Customer or its End Users utilize these Services as network infrastructure for Information Service Providers ("ISP"), including but not limited to Voice Over Internet Protocol ("VoIP"), Customer warrants and represents that its use of the Service will be limited to the transmission of "information services" as defined in 47 U.S.C. §153(20). Violation of this provision will be a material breach of this Addendum and subject to the indemnification and default provisions in the Agreement.

4. RATES AND CHARGES

- 4.1 Local Switched Services are available for resale at the Monthly Recurring and Non-Recurring rates as identified in each Service Order.
- 4.2 ELI will provide one primary listing for each main telephone number for Customer's End User. Additional directory listings and foreign directory listings can be provided by ELI for an additional charge.
- 4.4 Rates and Charges do not include any surcharges that may be mandated by regulatory agencies, or allowed by regulatory agencies to recover costs incurred in implementation of the Services. This includes, but is not limited to, surcharges related to Number Portability and Subscriber Line Charges.
- 4.5 ISDN-PRI Services have been engineered for traffic usage not to exceed 400,000 minutes per month per each T-1 of service. Increases in usage above this level cause a significant increase in cost to ELI. ELI therefore retains the right to periodically audit the traffic usage on customer's service, and if necessary, to increase rates on the T-1 service to the customer to compensate for additional costs incurred by ELI due to traffic exceeding threshold. If ELI determines that a traffic threshold has been exceeded, ELI may, in its sole discretion, provide thirty (30) calendar days prior written notice of the applicable

rate increase to Customer. Upon receipt of such notice, Customer will have the option to do one of the following: (a) augment its trunk groups to maintain agreed upon traffic usage minutes, (b) accept a price increase on the T-1 service, or (c) terminate the impacted Service without further liability by providing written notice to ELI ("Termination Notice"). Customer will exercise one of the three options by providing written notice at least ten (10) days prior to the effective date of the rate increase. If Customer does not provide notice of its elected option, the Service will continue in force at the higher rate.

- 4.6 ELI maintains the right to bill for all Third Party Charges. These could include, but not be limited to long distance carrier charges, leased transport charges, 900 and 976 charges, technician time, charges to supplement an order, other related charges due to the a Customer and/or Customer's vendor not being ready at the scheduled time, cancellation of the Service Order, or an overuse of traffic surcharge, due to traffic thresholds being exceeded, or a traffic imbalance.

5. ORDERING

- 5.1 Customer is the single point of contact for End Users, including without limitation, sales, service, design, order taking, change orders, training, maintenance, trouble reports, post-sale servicing, billing, collection and inquiry.
- 5.2 Customer shall transmit to ELI all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing. If ELI Services are replacing another provider's service, Customer is responsible for disconnecting orders with such other provider.
- 5.3 The parties shall provide and agree upon points of contact for order entry, problem resolution and repair of the Services.
- 5.4 Prior to placing orders for the benefit of an End User, Customer must obtain provide written proof of authorization by End User in the form of a Letter of Authorization ("LOA") acceptable to ELI. Customer shall make LOAs available to ELI upon request. If there is a conflict between the End User designation and Customer's written LOA, ELI shall honor the designation of the End User and change the End User back to the previous service provider. Customer shall indemnify and hold harmless ELI from all losses, liabilities, damages, costs and expenses arising out of or related to unauthorized changes to an End User's local provider.
- 5.5 Customer shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users for InterLATA Services and IntraLATA Services.
- 5.6 When End Users switch from one service provider to Customer's ELI Services, they shall be permitted to retain their current telephone numbers if they so desire. If Customer leaves ELI and wants to continue using current telephone numbers, Customer will either pay all associated porting costs, or allow ELI to decide the method used to transfer numbers to the Customer designated service provider.

5.7 E-911 Services

- 5.7.1 Subject to INTEGRA's 911/E-911, and unless otherwise specifically agreed, (a)

INTEGRA will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) INTEGRA will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911/E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. INTEGRA is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any services other than the one emergency response location as set forth above. Customer agrees to fully indemnify, defend, and hold harmless INTEGRA, its officers, directors, parent, and affiliated companies, employees, agents and subcontractors from all liabilities, claims, fees, expenses, costs or damages of any kind arising out of personal injury or death or damage to property related to Customer's failure to meet any 911/E911 requirements or agreements.

5.7.2 Electric Lightwave will not provide dialtone for resale to any customer where their end-users have different addresses than the delivery point for the T-1 backbone facility.

5.8 Customer will provide directory listing information for the End User's main telephone number, to include the directory in which it is to be listed. Customer assumes all responsibility for the accuracy of the End User data that Customer provides to ELI for directory listings. Customer shall indemnify and hold ELI harmless from any claims, damages or suits related to the accuracy of Customer-provided data for directory listing information.

6. CUSTOMER RESPONSIBILITIES

6.1 Customer shall obtain and maintain all necessary regulatory approvals, licenses, franchises, and comply with all other requirements to be able to provide and bill communication services to their End Users in the requested jurisdictions.

6.2 Customer is liable for all fraud or misrepresentation associated with Customer's use of the Services.

6.3 Customer shall provide any and all necessary notice to its End Users of the termination, in the event ELI terminates the provisioning of Local Switched or Toll Services offering to Customer for any reason, ELI will provide notice to Customer of ELI's termination of a Service on a timely basis consistent with appropriate commission rules and notice requirements.

6.4 Customer certifies that it has its own Operating Company Number (OCN) and will be responsible for filing the appropriate FCC forms.

7. ENTIRE AGREEMENT

This Addendum, including all attachments hereto, along with the Agreement, set forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or

understandings relating to the subject matter hereof. The Agreement will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

Electric Lightwave, LLC

CUSTOMER'S FULL LEGAL NAME

By: _____

Printed _____

Name: _____

Title: _____

Date: _____

By: _____

Printed _____

Name: _____

Title: _____

Date: _____