

**PUBLISHED HEREIN ARE THE STANDARD TERMS AND CONDITIONS OF SERVICE PURSUANT TO WHICH ACCESS POINT INC. PROVIDES ITS SERVICES TO ITS CUSTOMERS. USE OF ACCESS POINT INC. SERVICES BY ANY ENTITY OR PERSON CONSTITUTES ACCEPTANCE AND AGREEMENT TO THESE STANDARD TERMS AND CONDITIONS OF SERVICE. ACCESS POINT INC. SALES AGENTS, SALES REPRESENTATIVES, STAFF AND MANAGEMENT EMPLOYEES ARE NOT AUTHORIZED TO MAKE OR APPROVE CHANGES TO THESE STANDARD TERMS AND CONDITIONS OF SERVICE. ALL CHANGES TO THESE STANDARD TERMS AND CONDITIONS OF SERVICE MUST BE MADE OR APPROVED BY AN ACCESS POINT INC. OFFICER OF THE COMPANY. ANY SUCH CHANGES MUST BE MADE VIA WRITTEN ADDENDUM OR AMENDMENT TO THE CUSTOMER'S COMMERCIAL SERVICE AGREEMENT OR RESIDENTIAL SERVICE AGREEMENT, AS APPLICABLE, IN ORDER TO BE VALID. TO THE EXTENT THAT ANY SUCH DULY AUTHORIZED PROVISIONS DESCRIBED IN THE CUSTOMER'S COMMERCIAL SERVICE AGREEMENT, RESIDENTIAL SERVICE AGREEMENT OR ADDENDUM ARE INCONSISTENT WITH THESE STANDARD TERMS AND CONDITIONS OF SERVICE, THE APPLICABLE PROVISIONS OF THE COMMERCIAL SERVICE AGREEMENT OR ADDENDUM SHALL CONTROL. ACCESS POINT INC. MAY MODIFY THESE STANDARD TERMS AND CONDITIONS OF SERVICE FROM TIME TO TIME, AND ANY MODIFICATION WILL BE BINDING UPON THE CUSTOMER.**

STANDARD TERMS AND CONDITIONS OF SERVICE

1. Definitions. "Customer", "You", "Your" means the person or entity that subscribes to any services, or purchases or leases any equipment from Access Point, Inc. "User" means any person, employee, affiliate, visitor or household member who has been allowed access, either purposely, inadvertently, accidentally or in any other manner, to any Service provided to Customer by Access Point, Inc. "Tariff" means any Tariffs and Price Lists that are filed with Federal and State Regulatory Agencies. "Access Point, Inc." refers to Access Point, Inc., its parent, subsidiaries and affiliates. "Services" means any and all products and services, including, but not limited to: Local Telephone, Long Distance Telephone, Data, Internet Access, Integrated T-1, VoIP, MPLS (Multiprotocol Label Switching) and Conferencing services and associated equipment that Access Point, Inc. may provide to Customer. "Company", "We, "Our" means Access Point, Inc. in its entirety as described herein.
2. Applicable Tariffs. All Access Point Inc. Services are governed by these Standard Terms and Conditions of Service, as well as any and all provisions contained in the Tariffs. For any Services where no Tariffs or Price Lists are required by Federal or State Regulatory Agencies, these Standard Terms and Conditions of Service, as well as any and all provisions contained in Access Point Inc. published Product Descriptions and Rate Sheets, shall govern. Customer agrees to be bound by these Standard Terms and Conditions of Service, the terms of the Tariffs, and, where no Tariffs exist, the terms of published Product and Rate Sheets applicable to the Services. Customer acknowledges that the Tariffs, Product Descriptions and Rate Sheets are subject to change by Access Point Inc. or the appropriate Regulatory Agency. In the event of a conflict between these Standard Terms and Conditions of Service and any applicable Tariff, the provisions of the Tariff shall govern. In the event the Tariffs cease to be subject to applicable filing requirements after the date hereof, the Tariffs shall be deemed to be incorporated into and made part of these Standard Terms and Conditions of Service as of such date. Tariffs are published on the Access Point Inc. Website at [www.accesspointinc.com](http://www.accesspointinc.com).
3. Modifications to these Standard Terms and Conditions of Service. Any Modifications to these Standard Terms and Conditions of Service will become effective beginning on the first day of the next service billing cycle following the date upon which the modified Standard Terms and Conditions of Service are published on the Access Point Inc. Website. If Access Point Inc. makes any changes to these Standard Terms and Conditions of Service which affect Customer in a material and adverse manner, other than changes required as a result of Federal or State Regulatory Agency requirements or orders, Customer, as its sole remedy, may discontinue the affected service without liability by providing Access Point Inc. with written notice of discontinuance within sixty (60) days of such change. Customer shall pay all charges incurred up to the time of service discontinuance. Access Point Inc. may avoid service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend these Standard Terms and Conditions of Service, by Addendum to Customer's Service Agreement, to eliminate the applicability of the material and adverse change. A "material and adverse change" shall not include (i) the introduction of a new service or any service feature associated with an existing service, or (ii) the imposition of, or changes to, any Federal or State Regulatory Fees.
4. Commercial Service Agreement. All Access Point Inc. business customers are required to sign and date a Commercial Service Agreement in order to use any Access Point Inc. Services. The Commercial Service Agreement describes the Services that the customer agrees are to be provided by Access Point Inc. Customer must select each Service individually as described in the Commercial Service Agreement.

Customer agrees to be bound by the terms of the Service Agreement and to the Term Agreement [if a term period is selected] shown therein. Customer further agrees to be bound by the rates and fees described in any and all Access Point Inc. Service Authorization forms that are attached to the Commercial Service Agreement. Customer also agrees to be bound by any additional service rates and fees and regulatory rates and fees that are stated in Tariffs and/or Rate Sheets, but not specifically shown on any of the attached Service Authorization forms. The Commercial Service Agreement [and duly executed attachments] and all of the rates, fees, terms and conditions contained therein supersede any written or verbal proposals received by the Customer.

5. Residential Service Agreement. All Access Point Inc. residential customers are required to sign and date a Residential Service Agreement in order to use any Access Point Inc. Services. The Residential Service Agreement describes the Services that the customer agrees are to be provided by Access Point Inc. Customer must select each service individually as described in the Residential Service Agreement. Customer agrees to be bound by the service rates and fees for each service type selected and to the Term Agreement selected. Customer also agrees to be bound by any additional service rates and fees and regulatory rates and fees that are stated in any attached Service Authorization forms, Tariffs and/or Rate Sheets, but not specifically shown on the Residential Service Agreement. The Residential Service Agreement [and duly executed attachments] and all of its rates, fees, terms and conditions supersede any written or verbal proposals received by the Customer.
6. Proposals for Services. Access Point Inc. Services are marketed via both sales employees and non-employed independent agents. Both of these sales channels regularly make use of verbal and written sales proposals when presenting Access Point Inc. Services to prospective and existing Customers. Any sales proposal made by any representative of the Company, either employed or non-employed, is valid only if it contains prices and service requirement statements that are in agreement with Access Point Inc. Tariffs and/or Rate Sheets for the Services described, or if different, then if the proposal has been signed by a duly authorized Access Point Inc. employee. Access Point Inc. proposals for service are not, in and of themselves, valid contracts for service.
7. Credit Information. Customer acknowledges that upon execution of a Commercial Service Agreement or Residential Service Agreement, Access Point Inc. is authorized to obtain credit information pertaining to Customer. Customer further authorizes Access Point Inc. to investigate Customer's financial responsibility and credit worthiness, and authorizes the release of information related to the foregoing from any applicable third party. Access Point Inc. reserves the right to refuse to provide service to, or require deposits for service from, any Customer who Access Point Inc. determines has insufficient credit worthiness.
8. Customer Service Records (CSRs). Customer acknowledges that upon execution of a Commercial Service Agreement or Residential Service Agreement, or upon execution of a separate letter of authority for such purposes, Access Point Inc. is authorized to obtain billing records, customer service reports (CSRs), directory listing information and any necessary Customer Proprietary Network Information (CPNI). Customer agrees that in response to a subpoena or investigative or other demand issue authorized by a court or governmental agency, Access Point, Inc. may provide Customer's records and related information without further notice.
9. Service Authorization Forms. Certain Access Point, Inc. Services require Customer to sign and date Service Authorization Forms that become attached to the Commercial Service Agreement or Residential Service Agreement and are then deemed to be a part of the Agreement. These Service Authorization Forms define [some, but not all] of the specifications of the Services that Customer has selected including, but not limited to: rates and fees, telephone service numbers and associated information, required technical options and physical location information. Per regulatory requirements, certain Service Authorization Forms contain a Letter of Authorization (LOA) permitting the changing of Services and providing Customer information to Access Point, Inc. by other Local Exchange Carriers (LECs). Customer is responsible for ensuring that all information provided in the Service Authorization Forms is complete and accurate prior to signing the forms. Upon execution by Customer, each Service Authorization becomes attached to, and a part of, the most recently dated Commercial Service Agreement that has been duly executed by Customer.
10. Use of Services. Customer agrees to use Access Point Inc. Services only for authorized and lawful purposes. The use of Access Point Inc.'s network or Services in violation of any United States or International legislation or regulation is prohibited. This includes, but is not limited to, transmission of copyright material without consent of the copyright owner, material legally judged to be threatening or obscene, and material protected by trade secret, whether or not Customer was aware of the material or of the relevant law. Customers are prohibited from transmitting child pornography as defined by the Child Protection and Sexual Predator Punishment Act of 1998. Customer undertakes to conform to the Internet Protocols (IP) and Standards. Access Point Inc. reserves the right to remove any material or data and to

block the use of the network or suspend or terminate any Access Point Inc. IP services for one or more users, when in Access Point Inc.'s sole discretion, it is determined that their use or purpose does not meet our Acceptable Use Policy as stated herein. Access Point Inc. offers all Services subject to facility availability and has the right to limit the manner in which any portion of its or its underlying providers' networks and facilities are used to protect the technical integrity of these networks or the financial viability of the service platform as it relates to the individual Services provided to a Customer or multiple Customers.

11. Acceptable Use of Internet Services. Customer agrees that it and each of its Users shall abide by the Acceptable Use Policy of Internet Services defined herein.

Acceptable Use Policy of Internet Services

Access Point, Inc. is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use the Internet without interference or harassment from other users. This Acceptable Use Policy of Internet Services (the "AUPIS Policy") is designed to help achieve these goals.

By using IP Service(s), as defined below, Customer agrees to comply with this AUPIS Policy and to be responsible for its Users. Access Point, Inc. reserves the right to change or modify the terms of this AUPIS Policy at any time, effective when published herein and posted on Access Point, Inc.'s web site at [www.accesspointinc.com/aupis](http://www.accesspointinc.com/aupis). Customer's use of the IP Service(s) after any changes to this AUPIS Policy are published shall constitute acceptance of any changed or additional terms.

Access Point, Inc., at its sole discretion, may determine whether a User is in violation of this AUPIS Policy. As specified below, any Prohibited Use, Illegal Use, Abusive usage and/or other use of the Services in any manner that interferes with other Users' satisfaction with, or enjoyment of, the Services is unacceptable. In the event that you believe that you have been a recipient of a prohibited, abusive or illegal use of the Services, please contact [customerservice@accesspointinc.com](mailto:customerservice@accesspointinc.com).

Scope of the Policy: The AUPIS Policy applies to the Access Point, Inc. services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

**I. Prohibited Activities**

**1. General Prohibitions:** Access Point, Inc. prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of Access Point, Inc. network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the Access Point, Inc.-branded website or from a website that contains Access Point, Inc.-branded content is a violation of this AUPIS Policy.

**2. Specific Illegal Uses Prohibited.** The Services may only be used for lawful purposes and may not be used for any illegal use or any use that may result in civil or criminal liability. Unlawful uses include, without limitation, effecting or participating in any of the following activities via the Services provided by API:

- (i) storing, posting or transmitting unlawful materials, e-mail or information;
- (ii) storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- (iii) storing, posting or transmitting defamatory, libelous, slanderous or scandalous materials, email or information;
- (iv) storing, posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind;

(v) storing, posting or transmitting materials, e-mail or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;

(vi) storing, posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

(vii) storing, posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;

(viii) storing, collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose; and

(ix) collecting, without adequate security and a legitimate purpose (as determined by Access Point, Inc.), any of the following: (a) information from Users under the age of sixteen (16) without consent from such Users' parents or legal guardians; (b) User's personal health information or personal financial information without informed consent from such User; or (c) other personal information without the advising the User.

**3. Abusive Use Prohibited.** The Services may not be used for abusive purposes, as determined by Access Point, Inc. Abusive purposes include, without limitation, effecting or participating in any of the following activities via the Services provided by Access Point, Inc:

(i) posting five (5) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;

(ii) posting to any Usenet or other newsgroups, listservs, forums, e-mailing lists or other similar groups or lists articles, which are off-topic according to the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list;

(iii) sending unsolicited e-mailings (including, without limitation, commercial advertising and informational announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected to or do in fact provoke complaints;

(iv) falsifying User information provided to Access Point, Inc. or to other Users of the Services; and

(v) engaging in any of the foregoing activities by using the services of another provider, but channeling such activities through an account provided by Access Point, Inc., re-mailer, or otherwise through the Services or using an account provided by Access Point, Inc. as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the provider of Services or its supplier.

(vi) operating a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose both Access Point, Inc.'s network and the User's personal account to fraudulent and abusive use by third parties. User hereby acknowledges and agrees that it will not operate servers with in an open relay configuration.

If a User requires assistance in determining the configuration of the User's server and/or instructions to secure a server the User may contact: [customerservice@accesspointinc.com](mailto:customerservice@accesspointinc.com)

**4. Interfering With Other Users Prohibited.** No User shall interfere with any other person's use of the Services or the Internet by effecting or participating in any of the following activities via the Services provided by Access Point, Inc.:

(i) restricting or inhibiting any other User or any other person from using and enjoying Services and/or the Internet;

(ii) posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component;

- (iii) without permission from the owner of a system or network, doing any of the following: (a) accessing the system or network, (b) monitoring data or traffic, (c) probing, scanning, testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
- (iv) conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
- (v) relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or
- (vi) mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network.

**II. Remedies.** Violation of this Policy may result in civil or criminal liability, and Access Point, Inc. may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use the Services and charge User any applicable cancellation or termination fee. In addition, Access Point, Inc. may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to Access Point, Inc. stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. Access Point, Inc.'s failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Access Point, Inc.'s rights.

12. Resale of Services. Customer agrees that all services purchased from Access Point, Inc. shall be used solely within its own business operations and shall not be re-sold, or delivered in any other manner, to any other business entity either in exchange for compensation of any type or otherwise, without, and until, Customer receives approval to commence such practices in the form of a duly executed Access Point, Inc. Wholesale Service Agreement. Engaging in any resale activity or other activity described herein without such Agreement shall be specific cause for termination of Customer's Commercial Service Agreement or Residential Service Agreement and disconnection of any and all Services provided by Access Point, Inc., at its sole discretion.
13. Charges for Services. Customer agrees to pay Access Point, Inc.'s charges for the Services and applicable equipment selected in the Commercial Service Agreement or Residential Service Agreement and attached Service Authorization forms. Customer further agrees to pay Access Point Inc.'s charges for any service fees, ancillary fees, installation and set-up fees and regulatory fees that are described in Tariffs and/or Rate Sheets and Product Descriptions. Billing will begin upon the date that the circuits and associated facilities for providing Services have been connected to Customer's premises and are available for use by Customer. In cases where Services include multiple circuits, either to a single or to multiple Customer premise locations, billing will begin for each circuit and the applicable usage on each circuit individually and will not be dependant upon the connection and availability of other circuits being installed. Customer will be invoiced on a monthly basis. Customer shall be responsible for paying for all calls originating from Customer's premise that are of the types included in the Services selected (whether or not authorized by Customer) and for all calls terminating to Customer's premise via Customer's applicable 8XX services. Customer is responsible for paying for all calls that are transmitted onto Access Point, Inc.'s, or its underlying carriers' networks. All invoices are payable upon receipt. If Access Point, Inc. does not receive payment in full within thirty (30) days of the date of the invoice, Access Point, Inc. may, subject to Tariffs and applicable law, at any time thereafter suspend Services and/or terminate Services, request a security deposit and/or impose a late charge of one and one-half percent (1.5 %) per month of the applicable balance due (or such lesser amount as is permitted by applicable law). Access Point, Inc. may also apply any Customer deposit to the unpaid balance. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's or collection agency's fees and interest. All Services provided subsequent to the expiration of the Term Agreement period, if applicable, are subject to increases in rates and fees to the then published and/or Tariffed Access Point Inc. monthly (non-term agreement) rates and fees for those Services unless and until Customer enters into a new Term Agreement with its associated rates and fees.
14. Theft and Fraud. Customer is responsible for any charges incurred if any Service or equipment is lost or stolen or fraudulently used until such time that Customer notifies Access Point, Inc. of the loss or theft. Customer agrees to cooperate in the investigation of fraud or theft and to provide Access Point, Inc. with any information and documentation that is requested in conjunction with the investigation, including affidavits and police reports.
15. Term Agreement. Access Point Inc. provides optional Term Agreements for Customers. The Term Agreement and its terms and conditions are presented in the Commercial Service Agreement and the Residential Service Agreement. The Term Agreement allows Customers to receive certain reduced rates

and fees in exchange for committing to allowing Access Point Inc. to provide all of the Services selected on the Commercial Service Agreement or the Residential Service Agreement for the entire time period of the Term Agreement. The reduced rates and fees are described in Access Point Inc. Tariffs where applicable and/or Access Point Inc. published Product Descriptions and Rate Sheets. The reduced rates and fees will be provided during the entire period of the Term Agreement. If Customer fails to allow Access Point Inc. to provide all of the Services selected in the Commercial Service Agreement or the Residential Service Agreement for the entire term period, or ceases to allow Access Point Inc. to provide all of the Services selected in the Commercial Service Agreement or Residential Service Agreement for the entire term period, then certain penalties as stated in the Term Agreement can be assessed by Access Point Inc. The period of the Term Agreement for new Customers commences upon the date that Customer has availability to use any Access Point Inc. Services. The period of the Term Agreement for existing Customers re-signing for Services provided by Access Point, Inc. begins upon the date that the new Commercial Service Agreement or Residential Service Agreement is signed by Customer. In all cases, the termination date of the last Term Agreement signed by Customer shall apply to all Access Point, Inc. Services used by Customer.

16. Service Guarantee. Access Point Inc. provides a guarantee of satisfactory service to Customers. The Service Guarantee and its terms and conditions are presented in the Commercial Service Agreement and the Residential Service Agreement. The Service Guarantee ensures Customers are satisfied with the Services received. In the event that Customer is not satisfied due to failure by Access Point Inc. to resolve a specific problem, the Service Guarantee provides Customer with a limited ability to terminate the affected Service(s) without a termination penalty. The requirements of the Service Guarantee as stated in the Commercial Service Agreement and the Residential Service Agreement must be adhered to and fulfilled by Customer, including written notification of the specific problem and allowance for a 15 day cure period, for termination of the affected Service(s) without penalty. During the 15 day cure period, Customer must facilitate Access Point Inc. in making its best effort to resolve the specific problem by responding to requests for information and status of the problem. Failure to do so may vacate Customer's rights under this Service Guarantee. Release of the affected Service(s) from the Agreement must be provided to Customer by the Access Point Inc. Customer Service Department in written form. Any release given, in either oral form or in written form by any other department or by a sales agent, shall not be valid.
17. Termination of Services. Access Point Inc. will continue to provide Services as described in the Commercial Service Agreement or Residential Service Agreement, expiration of the Term Agreement period notwithstanding, as long as Customer remains in good financial and legal standing and until Customer gives written notice to Access Point Inc. to terminate Services or until Access Point, Inc. receives valid notice from a communications provider that Customer has moved Services to that provider. Customer must pay all fees and charges for all Services provided until Services have been disconnected from Access Point Inc. provided facilities. Access Point Inc. may also elect to discontinue providing a Service or Services, if the ability to provide the Service, or to provide the Service profitably, ceases as a result of unfavorable changes to underlying carrier contracts which are mandated by Federal or State Regulatory Agencies.
18. Additional Termination Requirements for Services Using Certain Circuits. If Customer uses any Services that require the installation and connectivity of any of these circuit types: Long Distance T-1, Local T-1, Integrated Service T-1, PRI, BRI, Frame Relay, Point-to-Point, DSL or other Special Access circuits; then in addition to the Termination requirements described in Item #11, Customer must also provide written notice of not less than 30 days to disconnect each circuit. This written notice must describe each circuit to be disconnected in such a manner as to adequately identify it uniquely and separately from any other circuits provided to Customer. Customer will be required to pay for circuits until the end of the 30 day notice period. If Customer requests that any circuit or circuits be disconnected at a specific date then Customer will pay for the circuit(s) until the later of the actual date of disconnection or 30 days from the date of the written notice of the disconnection request. For all written notices to disconnect circuits, the 30 day period will apply from the date that Access Point Inc. receives the notice, if different from the date, if any, shown on the notice itself.
19. Disconnection of Existing Services. Customer is responsible for disconnecting any Services provided by their current or previous communications provider. Access Point Inc. is not responsible for any fees assessed against Customer by the current or previous communications provider for the disconnection of Services, or due to Customer's failure to disconnect current or previous Services. Customer is responsible for all charges assessed by its telephone vendor and other third parties associated with the disconnection of current or previous Services.
20. Satisfaction or Termination of Existing Agreements. Customer is responsible for satisfying or terminating any agreements or contracts with their current or previous communications provider. Access Point Inc. is not responsible for any penalties, fees, termination charges or any other costs assessed against Customer by the current or previous communications provider for the termination of agreements or contracts or due to

Customer's failure to notify current or previous communications providers of the termination of an agreement or contract. Customer is responsible for all charges assessed by any third parties associated with the termination of an agreement or contract with current or previous communication providers.

21. Installation of Access Point Inc. Services. Access Point Inc. will install, either directly or via an underlying carrier and/or other third parties, all Services up to the demarcation terminal (DEMARC) at the Customer's premise. Certain Access Point Inc. Services will require an installation and/or set-up charge, as described in the relevant Tariff and/or Rate Sheets for that Service. Additionally, certain Access Point Inc. Services, as described in the relevant Tariff and/or Price Lists, will require the installation of equipment, wiring and facilities at Customer's premise beyond the DEMARC. In such cases, the installation cost will be described in the relevant Tariff and/or Rate Sheet. Customer shall be responsible for arranging access to any rights-of-way, conduit and equipment space for each Customer location both before and, where applicable, beyond the DEMARC so that Access Point, Inc.'s authorized personnel, underlying carrier or third parties may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Access Point, Inc. Access to such sites shall be made available at a time mutually agreeable to Customer and Access Point, Inc. Customer shall provide a safe place to work which complies with laws and regulations regarding the working conditions in the sites and for the activities described herein.
22. Customer Premise Equipment. Access Point, Inc. requires that specific equipment be purchased by Customer for certain Services as described in the Tariff and/or Rate Sheets. Any equipment provided or installed that is required to be purchased by Customer, either at the time Service is initiated or in monthly installment payments as described in the relevant Tariff and/or Rate Sheet shall be covered by its Manufacturers Warranty. Access Point Inc. shall not warrant this equipment. Access Point Inc. will provide installation of replacement equipment at no charge in any case where the original equipment has been found to be defective under the Manufacturers Warranty. Customer will pay installation charges to Access Point Inc. to replace any equipment that has an expired Manufacturers Warranty. Customer acknowledges and agrees that any equipment, device or facility provided by Access Point, Inc. that is not specifically purchased by Customer is and shall remain the sole property of Access Point, Inc. Customer agrees that Access Point, Inc. may file, at Customer's expense, UCC financing statements and/or any other documentation to evidence Access Point, Inc.'s ownership in such equipment, device or facility, and Customer agrees to execute any and all UCC financing statements and/or other documentation. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the Services, as specified by Access Point, Inc., at each Customer location without charge or cost to Access Point, Inc. Customer agrees to take good care of Access Point, Inc. equipment and building wiring provided as part of the Services. Customer agrees to return such equipment and wiring to Access Point, Inc. upon the termination of Services being provided by Access Point, Inc. in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Access Point, Inc.'s equipment or wiring located in Customer's premise, except where such loss or damage is caused by Access Point, Inc. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements.
23. Customer Premise facilities and Wiring. Access Point, Inc. Services are provided to a specific point demarcation, called the DEMARC, also commonly referred to as the NID or Network Interface Device. This device is the point where the lines and circuits transporting Access Point, Inc. services terminate on the customer premise. It contains a physical mechanism for connecting your own telephone lines and circuits to the Access Point, Inc. network. Access Point, Inc.'s responsibility for construction, operation, maintenance or any other aspect of lines, circuits or other facilities or equipment used in providing Services terminates at the DEMARC. All lines, circuits or other facilities or equipment connected to the DEMARC are Customer's sole responsibility, except as provided in Section 22 herein or as provided to Customers that purchase Access Point, Inc.'s Inside Wire Maintenance Plan as described in the published rate sheet for that service.
24. Service Interruptions/Outages. Access Point Inc. Services are provided via networks, facilities and equipment that provide the accepted industry standard levels of usability, quality and connectivity as per Federal and State Regulatory requirements. Access Point Inc. does not guarantee uninterrupted usability, quality or connectivity of Services. Customer may experience an intermittent, partial or complete interruption in usability, quality or connectivity (collectively, "service disruption") of Services provided by Access Point Inc. In the event of a service disruption, Access Point Inc. shall, upon request of the Customer and validation of the disruption, provide a service credit to the Customer. The amount of the service credit will solely consist of a pro-rata portion of the amount of the monthly fee, if any, associated with the interrupted Services. Such service credits will only be applicable for service disruptions that are a result of malfunctions within the networks and facilities provided by Access Point, Inc. and its underlying carriers and will not be applicable for service disruptions that are caused by Customer's equipment, facilities, networks, connections

or any other Customer provided device, or by acts of God, fire, war, riots, governmental authorities or other causes beyond Access Point Inc.'s, or its underlying providers', exclusive control. Access Point, Inc. is not responsible for any loss of business, income or revenue source, actual or potential, or any costs experienced by the Customer due to any type of intermittent, partial or complete interruption of usability, quality or connectivity, delay, error, omission or defect of any Access Point Inc. provided Services.

25. VoIP Service Supplementary Terms and Conditions. Any Customer using Access Point, Inc. VoIP Service agrees to these Supplementary Terms and Conditions as described in this section in addition to the other Standard Terms and Conditions of Service described herein.

a. VoIP Service Description

Access Point Inc.'s VoIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part or in full, over high-speed internet access, also known as broadband internet service. This service may be generically referred to as "voice over IP". "VoIP Service" is defined to include Voice over IP for local, local toll, Interlata and International calling originating from locations within the United States. It also includes certain calling and call management features which Access Point Inc. may in its sole discretion, add, modify or delete from time to time.

b. VoIP Service Requirements

Access Point Inc.'s VoIP Services require: (a) specialized customer premises equipment for traffic shaping ("Equipment"), (b) a broadband Internet connection via cable modem, ADSL, SDSL or T-1 connection with broadband capability of at least 90 Kbps upstream speed required per active call, (c) a compatible IP telephone and/or analog adaptor, and (d) a 100 MB local area network connection at the location of each IP telephone and/or analog adaptor, all of which can be obtained from Access Point, Inc.

c. 911 Emergency Dialing For VoIP Services

PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION HEREIN REGARDING THE LIMITATIONS OF ACCESS POINT INC.'S VoIP 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN 911 AND ENHANCED (E-911) CALLS.

911 is the official national emergency number in the United States and Canada. Dialing 911 quickly connects a caller to a Public Safety Answering Point (PSAP) dispatcher trained to route that call to the local emergency medical, fire, and law enforcement agencies. Under a federal law enacted in 1999, 911 will replace all other emergency telephone numbers. Most 911 systems now automatically report the telephone number and location of 911 calls made from wireline phones, a capability called enhanced 911 or e-911.

Access Point Inc.'s VoIP service will route emergency 911 calls originating from Access Point Inc.'s VoIP customers to a PSAP via a Local Exchange Carrier (LEC) or other acceptable means that are, at a minimum, in compliance with local jurisdiction mandates. Access Point Inc.'s VoIP service provides 911 and e-911 services by, but is not limited to, partnering with a competitive local exchange carrier (CLEC), and/or by directly trunking voice paths to 911 tandems (emergency services and associated service charges depend on locality of end-user location).

Access Point Inc.'s VoIP 911 service will not function if your IP telephone fails or is not configured correctly or if your VoIP service is not functioning for any reason, including, but not limited to: a loss of electrical power or power outage, broadband service outage, or suspension or disconnection of your service because of billing issues. If there is a loss of power or power outage, you may be required to reset or reconfigure your customer premise equipment prior to being able to use your VoIP services, including for 911 purposes.

The PSAP or local emergency service dispatcher receiving an Access Point Inc. VoIP 911 emergency service call may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, if you dial 911 using Access Point Inc.'s VoIP services, you must immediately tell the dispatcher your location (or the location of the emergency, if different). You must also take care to not disconnect the line, as the dispatcher may not have a

phone number to use to call you back. If you are unable to speak and describe your location, the emergency dispatcher may not be able to locate you.

You must correctly identify the actual location where your customer premise equipment will be located at the time you register for Access Point Inc.'s VoIP service or 911 communications may be misdirected to an incorrect local emergency service provider.

911 dialing will not function correctly if you move your customer premise equipment to a location other than that provided when you registered for the service. In such an event, in order to have 911 calling routed correctly, you must update your service address in accordance with the instructions on Access Point Inc.'s VoIP services website. You acknowledge and understand that Access Point Inc. will not be liable for any service outage and/or inability to dial 911 using your service or to access emergency service personnel due to the 911 dialing characteristics and limitations set forth in this document. You agree to defend, indemnify, and hold harmless Access Point Inc., its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

**YOU ACKNOWLEDGE THAT ACCESS POINT INC. STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

d. Privacy and Security

Voice over IP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Access Point Inc. cannot guarantee that voice over IP communication is completely secure. Access Point Inc. always respects your privacy and treats the content of all communications as private, except as may be required by law. Please refer to the Access Point Inc. Online Privacy Policy at [www.accesspointinc.com/privacy](http://www.accesspointinc.com/privacy) for additional information.

e. Power Outages

You acknowledge and understand that the VoIP Service does not function in the event of power failure. Should there be an interruption in the power supply; the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Access Point Inc.'s VoIP Services.

f. Broadband Service Interruptions

You acknowledge and understand that the Service does not function in the event of interruption of your broadband or high speed Internet access service.

g. Security Systems and other Non-Voice Communications Equipment

All non-voice communications equipment, including but not limited to: fire alarm and security systems that are set up to make automatic phone calls, fax machines, credit card processing machines, modems and medical monitoring devices, are not compatible with Access Point Inc.'s VoIP Services. By accepting this Agreement, you waive any claim against Access Point Inc. for interference with or disruption of such systems due to the VoIP Services.

h. Prohibited Uses of Service

You are expressly prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without express written permission from Access Point Inc. in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage patterns. If Access Point Inc. determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, Access Point Inc. reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which excessive usage occurred. Any usage in excess of 5,000 minutes per month per user shall be presumed to be not consistent with these restrictions and shall be subject to the conditions above.

i. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on Access Point Inc.'s web site(s) are protected by trademark, copyright or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Access Point Inc. are and shall remain the exclusive property of Access Point Inc. and nothing in this Agreement shall grant you the right to or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. If you decide to use Access Point Inc.'s VoIP Service through an interface device not provided by Access Point Inc., which Access Point Inc. reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Access Point Inc. against any and all liability arising out of your use of such interface device with the Service.

j. Monitoring and Maintenance of Equipment

You agree to allow Access Point Inc. to monitor your VoIP equipment to gather traffic statistics and to make necessary changes in the equipment configuration as they deem necessary in order to ensure a quality service.

k. Tampering with the Equipment

You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from Access Point Inc. Access Point Inc. reserves the right to terminate your Service should you tamper with the Equipment.

26. Indemnification & Liability of Access Point, Inc.

- a. Access Point, Inc. shall not be liable for, and shall be indemnified and held harmless by Customer against any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any Service, facility or transmission, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond Access Point, Inc.'s control.
- b. Access Point, Inc. shall not be liable for and shall be indemnified and held harmless by Customer against any loss of business, income or revenue source, actual or potential, or any costs experienced by the Customer due to any type of intermittent, partial or complete interruption of usability, quality or connectivity, delay, error, omission or defect of any Access Point Inc. provided Services.
- c. Access Point, Inc. shall not be liable for, and shall be indemnified and held harmless by Customer against any claim, loss expense, or damage for libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- d. Access Point, Inc.'s liability for damages, resulting in whole or in part from or arising in connection with the furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges for the Service for the period during which the Service was affected. No other liability in any event shall attach to Access Point, Inc.
- e. Access Point, Inc. shall not be liable for and shall be indemnified and saved harmless by Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of Customer or any other entity or any property whether owned or controlled by Customer or others.

- f. Access Point, Inc. shall not be liable for and shall be indemnified held harmless by Customer against any indirect, special, incidental, or consequential damages including, but not limited to, loss of revenue or profits, for any reason whatsoever, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of establishing or furnishing Service.
- 27. Disclaimer of Warranties. Except as specifically set forth herein, Access Point, Inc. makes no warranties, express or implied, as to any company services, related products, equipment, software or documentation. Access Point, Inc. specifically disclaims any and all implied warranties; including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or noninfringement of third party rights.
- 28. Entire Agreement. These Standard Terms and Conditions of Service, the Tariffs (where applicable) and Customer's Commercial Service Agreement or Residential Service Agreement, as applicable, constitute the entire Agreement between Customer and Access Point, Inc., which may only be amended as described herein. This Agreement supersedes any previous or additional statements or promises made to Customer by any Access Point, Inc. employee or Agent.