

Lightyear SmartStream Product Family – Terms and Conditions

(Lightyear Network - On-Net Products and Services)

The following terms and conditions shall apply to the provision and use of the Lightyear SmartStream products and services (individually a "Service" and collectively the "Services") provide by Lightyear Communications, Inc. ("Lightyear") to the Customer.

I. Service and Rates

a. Terms and Conditions: Lightyear will provide Services pursuant to the terms and conditions contained in this agreement (the "Agreement") and subject to the rules governing the Service under the applicable tariffs of Lightyear. The tariffs may be modified from time to time in accordance with law and thereby affect the Service furnished to Customer except that the terms and conditions contained in this Agreement shall supplement, or to the extent inconsistent, supersede the Tariffs' rules and regulations. This agreement is not intended to offer or provide the Service or any element or portion thereof for the purpose of resale of same by Customer or any agent Customer.

b. Service Activation: For Lightyear Service an order is complete and will begin to be processed when all the terms and conditions are authorized by the Customer's signature and accepted by Lightyear's Data Operations Department. Lightyear is committed to the timely provisioning of the request for Services at the prices they have been quoted in return for the Customer's commitment for non-cancellation of the order once the provisioning process begins. The Customer is allowed 3 working days from the date the order is signed to cancel the order at no charge.

c. Change of Service or Rate Plan: Lightyear may revise the rates for services from time to time upon thirty days written notice to reflect changes in its service charges and tariffs. Lightyear may also from time to time move a customer to a different service plan if usage or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. To the extent that any Service change materially affects the Customer, the Customer shall have thirty days after the receipt of notice of such change to terminate this Agreement without penalty.

II. Payment and Billing Policies

a. General: Lightyear will bill the Customer in advance for all Monthly Recurring Charges (MRC's) and all non-recurring charges, including any applicable installation charges related to the Service, in the applicable billing cycle. All metered usage is billed the following month for which it was incurred. Customer will pay all invoices within 30 days after the invoice date and shall send its payments to the address specified on the invoice. If Customer in good faith disputes any charges, they shall timely pay all undisputed charges and also within 30 days of the invoice date give Lightyear written notice of the disputed amount(s) and reason(s). Lightyear shall review any such notice promptly. If Lightyear determines that the amount was billed in error, a credit for the amount billed incorrectly will be applied accordingly to the next invoice. If Lightyear determines that the amount was billed correctly, Customer shall pay such amount within 10 days of the date of written notice thereof by Lightyear. Lightyear may, in addition to any other remedies available to it, impose a late payment charge of 1.5% per month on any invoice not paid within such 30 day or to the extent applicable, 10-day period.

b. Billing Start Date: The monthly recurring charges for all Lightyear SmartStream Services will begin billing 5 calendar days after the Lightyear SmartStream circuits test positive or when services are provisioned and is released to Customer, which ever comes first. Lightyear reserves the right to bill Customer for charges incurred in previous months.

III. Credit Approval

Credit Review: This Agreement and Lightyear's provision of Service hereunder are subject to approval by Lightyear pending completion of its credit review procedures. Customer authorizes Lightyear to seek such details concerning its, and its owners' and principals' credit backgrounds, as Lightyear deems necessary. Customer's account may be subject to a credit limit and, where applicable, Lightyear may require remittance of any amount in excess of such limit within 24 hours of confirmed facsimile notice or receipt of other actual notice by Customer.

IV. Term of Agreement

a. Length of Term: The Lightyear SmartStream Bundled Solutions and Lightyear SmartNet Services shall be provided for a term from 12 months to 60 months (as selected by the customer on page 8) commencing on the turn-up date, unless sooner terminated as provided herein. The term of all locations shall be co-terminus and each location shall have a term of no less than 12 months. No location may be added with less than 12 months remaining in the term. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than 30 days' prior written notice of termination.

b. Replacement of Current Agreements: This Agreement can be superceded with a subsequent term or volume agreement with Lightyear that is at least greater than the term or volume of the current agreement and covers the same Customer locations as in the previous agreement. The agreement commences on the date that new agreement is received and accepted by Lightyear.

c. Technology Clause: Lightyear agrees to provide the Customer with the latest telecommunications technology and allow Customers to migrate to a newer technology Service offering without a discontinuance of Service penalty so long as the Customer remains with Lightyear and subsequently signs a new term/volume plan that is equal to or greater than its replacement as denoted above. Set up charges, administrative fees or change of Service charges may apply

V. Termination and Cancellation Policies:

a. Service Activation: For Lightyear SmartStream service an order is complete and will begin to be processed when all the terms and conditions are authorized by the Customer's signature and accepted by Lightyear. Lightyear is committed to the timely provisioning of the request for services at the prices they have been quoted in return for their commitment for non-cancellation of the order once the provisioning process begins. The Customer is allowed 3 working days from the date the order is signed to cancel the order at no charge.

b. Customer Notification on Cancellation of Service: All cancellation notices must be transmitted in writing clearly indicating: i) The Customer and location for which cancellation is being requested, ii) The authorized signature of the Customer, iii) Identification of Services to be cancelled. Lightyear will consider the date this notification is received by Lightyear as the cancellation date and use this for the basis for any potential termination changes.

c. Order Cancellation Charges: Cancellation of Lightyear SmartStream Services prior to the circuit release date or upon service start date will be charged at a rate of \$150 per workday per location per product as defined on the product summary worksheet from the day the order was received. This charge applies to Lightyear SmartStream Bundled Solutions, Lightyear SmartNet, Lightyear SmartMail, Lightyear

SmartConnect and Lightyear SmartWeb on-net services. Services cancelled after service has been tested and released to Customer will be charged according to the term agreement.

d. Change: Any change requested after the order is submitted to the Lightyear data operations technician to provision will result in additional charges according to tariff. A request involving changes to an existing Service or additions to those Services must be requested based on current rates and fees at the time of the request. If this request requires replacement or reconfiguration of LPE then a minimum charge of \$500 will apply. This charge may be waived if customer has currently fulfilled 6 months of existing contract term and wishes to extend contract for an additional 2 year term. See section IV, Term of Agreement, for additional information.

e. Partial Order Cancellation: Canceling any part of an order constitutes canceling the entire order and re-submitting that portion which is desired. Change orders will be charged according to tariff. A request involving changes to an existing service or additions to those services must be repriced based on current rates and fees at the time of the request.

f. Service Move Requests: Physically moving Services from one site to another regardless of the distance requires a quoting of the Services being moved. Adding additional Services to pre-existing service constitutes a price quote. Standard Installation, and Set-up fee may apply unless a new agreement is instituted in its place as denoted in section 4.

g. Customer Terminations: All terminations must be received by Lightyear in writing. In the event Customer has signed a term agreement; Customer may be liable to Lightyear for certain damages for early termination and therefore the termination penalties apply. Termination, to be effective, requires payment in full of all outstanding charges and 30 days written notice to the designated address.

h. Lightyear Termination: Lightyear may terminate this Agreement, or any Service Order, in whole or in part, or suspend the Service at any time upon written notice of: i) Any failure of Customer to pay any undisputed amounts due hereunder (which includes amounts disputed not in good faith); ii) Any material breach by Customer of any provision of this Agreement or any Service Order; iii) Any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Customer; iv) Lightyear's determination, in its sole discretion, that provision of the Service hereunder is or will be harmful, hazardous or capable of causing interference or service interruptions to the Lightyear Network, equipment or service, including, but not limited to, economic and /or safety requirements; v) Any governmental prohibition concerning the provision of, or any required alteration of, the Service provided hereunder or any violation of applicable law, rule or regulation resulting from the Service. vi) Non-payment of any sum due to Lightyear for service provided; vii) A violation of any law, rule or regulation of any governing authority having jurisdiction over the service provided; viii) By order of a court or other governmental or quasi-governmental authority having such jurisdiction; ix) In the event service charges exceed that amount of any deposit that Lightyear may have required; x) The Customer provides false or misleading credit or usage information. No such termination shall relieve Customer of its obligations under this agreement, or any Service Order, including, without limitation, the obligation to make payments for the service provided prior to termination.

i. Termination Rights: The rights and obligations of the parties (except with respect to the provision of Service by Lightyear) shall survive any such termination or other cancellation or expiration of this Agreement or any Service Order. In event Customer cancels or terminates this Agreement or any Service Order prior to the expiration of the then-current term, Customer agrees to pay Lightyear a termination charge (as liquidated damages and not as a penalty) as follows: i) All non-recurring charges specified in this Agreement or any Service Order (including previously waived charges); ii) All disconnection, early cancellation or termination charges reasonably incurred by Lightyear on Customer's behalf; iii) To the extent applicable a charge of \$3500 will be assessed to the account – this amount will be prorated based on the date of termination less any term that has been successfully completed. All termination charges shall be due and payable within 30 days of the effective date of termination.

VI. Lightyear Provided Equipment (CPE) - (Applies to Lightyear SmartStream Bundled Services, Lightyear SmartNet, Lightyear SmartMail, Lightyear SmartConnect, and Lightyear SmartWeb)

a. Required Equipment: Customer understands and agrees that the Service requires certain equipment provided by the Customer such as a computer server and an appropriate LAN/WAN operating system (the CPE - "Customer Provided Equipment") as well as certain equipment which may be provided by Lightyear such as an Integrated Access Device, UPS or Rack Kit (See Lightyear Equipment). Customer represents that it owns the Customer Equipment or otherwise has the right to use that same in connection with the Service.

b. Access to Customer Premises: Customer authorizes Lightyear and its employees, agents, contractors, and representatives to enter Customer's premises (the "Premises") in order to install, maintain, inspect, repair and remove the Lightyear Equipment. All such services will be conducted at a time agreed to with the Customer. If Customer is not the owner of the Premises, upon request, Customer will supply Lightyear with the owner's name and address, evidence that Customer is authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises.

c. Relocating Equipment: Customer will not relocate the Lightyear Provided Equipment (LPE). However, upon receipt of a request by customer, Lightyear may relocate the LPE Customer within Customer's place of business at a time agreed to with the Customer. Customer acknowledges that Customer may incur additional charges for such relocation. If Customer decides to move place of business, Customer will contact Lightyear for additional information concerning the procedure for transferring the Lightyear Equipment and the Service to the Customer's new location.

d. Ownership of Lightyear Equipment: All Lightyear Equipment will at all times remain the property of Lightyear or its designee. Customer may not sell, transfer, lease, encumber or assign all or part of Lightyear Equipment to any third party. Customer shall pay to Lightyear the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Lightyear Equipment or part thereof, together with any incidental costs incurred by Lightyear relating to the replacement of the Lightyear Equipment. Customer hereby authorizes Lightyear to charge Customer's Lightyear invoice for any such charges. Lightyear may, at its option, install new or reconditioned Lightyear Equipment.

e. Back-up Requirements: The installation, use, inspection, maintenance, repair and removal of the Lightyear Equipment may result in service outages or potential damage to Customer's computer and other Customer Equipment. If Customer does not back-up all existing computer files by copying them to another storage medium prior to such activities, Customer understands and accepts the associated risks of such a decision. IN ANY EVENT, EXCEPT AS SET FORTH IN PARAGRAPH (h) BELOW, NEITHER Lightyear NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF THE CUSTOMER'S PHONE SYSTEM, ROUTERS, COMPUTERS, PERIPHERALS, SOFTWARE OR DATA.

f. Recommended Configurations: The installation of the Lightyear SmartStream equipment requires that the following minimums of computer and phone system hardware/software configurations:

- i. The installation location (telephone closet) should provide adequate environmental, such as cooling, air circulation, low humidity, vibration and relatively dust free.
- ii. The installation location should be within twenty (20) feet from PBX or router type equipment and within 6 feet of insider wiring and punch down points.

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- iii. There should be adequate space to install such devices. Approximately 36x36x36 inches of wall space in the minimum required.
- iv. A minimum of (100 to 240, 50 to 60HZ) AC power supply within six (6) feet is needed for proper electrical regulation.

g. Non-Recommended Configurations: Lightyear has informed Customer of the recommended minimum computer and phone system hardware requirements for efficiently operating the Service. If customer and Lightyear have agreed to proceed with the installation of the Service utilizing hardware that does not meet the recommended minimum requirements (a "Non-Recommended Configuration"), Customer agrees that (i) Customer will not be entitled to customer support relating to any issues other than the quality of the signal delivered to Customer's Integrated Access Device, and (ii) the following limitations shall apply: NEITHER Lightyear NOR ITS CONTRACTORS OR SUPPLIERS REPRESENT OR WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE CUSTOMER TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICE THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO THE CUSTOMER'S PHONE SYSTEM, ROUTERS, COMPUTERS, PERIPHERALS, SOFTWARE, OR DATA. NEITHER Lightyear NOR ITS SUPPLIERS OR CONTRACTORS ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OF FAILURE TO INSTALL, ACCESS, OR USE THE SERVICE. The foregoing limitation of liability is in addition to and shall not limit any other limitations set out in the remainder of this Agreement.

h. Customers Hardware and Software: Except for gross negligence or willful misconduct by Lightyear, Lightyear shall have no liability whatsoever for any damage, loss, or destruction to Customer Equipment residing on our premise or at the customer location. In the event of such gross negligence or willful misconduct by Lightyear, Lightyear shall pay for the repair or replacement of the damaged parts up to a maximum of \$5,000 and such shall be Customer's sole remedy relating to such activity. NEITHER Lightyear NOR THEIR SUPPLIERS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. It is expected that customers will have proper and adequate insurance to cover their equipment.

i. Equipment Replacement: If the Customer believes that the LPE is not functioning properly, then the Customer should contact Lightyear immediately. Lightyear will inspect the equipment to determine if it is defective and, if so, replace it within a reasonable period of time in accordance with service maintenance package selected. The decision for replacement of the equipment shall be at the sole discretion of Lightyear.

j. Equipment Maintenance: Lightyear maintains the right to perform routine maintenance to equipment continually monitor equipment. Inspections or repairs, upon reasonable prior notice to customer and during normal working hours, to inspect the equipment and observe its use at the customer premise.

VII. Business Downturn

a. Definition: In the event of a business downturn beyond Customer's control or a divestiture of an Affiliate of Customer that significantly reduces the volume of network services required by the Customer with the result the Customer will be unable to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), Lightyear and Customer will cooperate in efforts to develop a mutually agreeable alternative agreement that will satisfy the concern of both parties and comply with all applicable legal and regulatory requirements ("Alternative Agreement"). By way of example and not limitation, such alternative agreements may include changes in rates, nonrecurring charges, revenue and/or volume commitments, discounts, the multi-year services period and other provisions. Subject to all applicable legal and regulatory requirements, including the requirements of the Federal Communications Commission and the Communications Act of 1934 (as revised and amended), Lightyear will prepare and file any tariff revisions necessary to implement such mutually agreeable alternative agreement. This provision shall not apply to change resulting from a decision by Customer to: i) reduce its overall use of telecommunications or ii) transfer portions of its traffic or projected growth to carriers other than Lightyear.

b. Notification: The Customer must give Lightyear (60) day prior written notice of the conditions it believes will require the application of this provision. Lightyear agrees to waive monthly commitment for no longer than (60) days during such time as Lightyear and Customer negotiate and execute the Alternative Agreement.

VIII. Service Level Guarantees (SLG) (Applies to Lightyear SmartStream Bundled Services, Lightyear SmartNet, Lightyear SmartMail, Lightyear SmartConnect and Lightyear SmartWeb)

a. General: The Lightyear SmartStream Service provides a Service Level Guarantee (SLG) with Established Performance Standards for both Network Availability and Mean Time To Repair (MTTR) for all traffic that originates and terminates on Lightyear's network, (On-Net). This provision does not include Lightyear Provided Equipment (LPE) residing at the customer premise. If the Customer experiences any "Service Disruption" in which Lightyear is unable to correct the service problem within those Established Performance Standards, Lightyear will provide a usage credit towards the customer's bill based on predetermined credit schedules. This SLG applies to the Lightyear SmartStream Family of on-net products, including but not limited to – Lightyear SmartStream Bundles, Lightyear SmartNet, Lightyear SmartMail, Lightyear SmartConnect, and Lightyear SmartWeb, but does not apply to equipment or service where the customer exercises control.

b. Lightyear Established Performance Standards: The Service Level Guarantee of End-to-End Network Availability is **99.8%** for On-Net products and services. The Service Level Guarantee of End-to-End Network MTTR is **four (4) hours** based on maintenance package of On-Net products and services.

c. Network Outage: is defined as an unscheduled period in which Service is interrupted and not usable, measured by UAS (Unavailable Seconds) as defined in American National Standards Institute (ANSI) T1.231. The Customer must open a Trouble Ticket in order to qualify for SLG credits described herein. A Network Outage will commence when the Customer reports a Network Outage to Lightyear via a Trouble Ticket and will end when the affected Service is restored. If the Customer fails to initiate a Trouble Ticket with Lightyear, or does not release the circuit to Lightyear for testing, Lightyear will not be obligated to issue credits for the Network Outage.

d. If Lightyear is unable to restore Service within 5 days from the point of interruption with respect to an Outage subject to credits. Customer will have the right to terminate this Agreement without further liability, except as provided in Section 5, above. The foregoing states Customer's sole remedies for an Outage.

e. Network Availability: "Network Availability" is the total number of minutes in a billing month during which network Permanent Virtual Circuit (PVC) routes and associated ports are available to exchange data between two network infrastructure node end points, divided by the total number of minutes in a billing month. The calculation is defined as follows:

$$\frac{\text{Total minutes for network services unavailability per billing month}}{\text{Total number of PVCs} \times \text{number of days per billing month} \times 24\text{hrs} \times 60 \text{ minutes}}$$

PVC unavailability is the sum of PVC downtime of all affected PVCs during that billing period; total number of PVCs is the number of Customer PVCs on the specified Network ID at the time of the SLG verification.

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f. Mean Time To Repair: “Mean Time To Repair” (MTTR) is the average time to repair a Network Outage. The length of all Network Outages is totaled at the end of the billing month and is divided by the total number of Trouble Tickets opened for that billing month.

Cumulative length of Network Outage(s)
Total number of Trouble Tickets per billing month

g. Service Level Guarantee Credits

- i. In order to receive a credit based on a SLG, the Customer must (a) immediately report a Network Outage to the appropriate Customer Service Center shown below and open a Trouble Ticket, and (b) make a request for a SLG credit in writing within 5 business days following the Service period in question. Upon receipt of Customer’s request, Lightyear will investigate the claim and determine SLG compliance or non-compliance. Lightyear will apply any applicable credits within 2 billing cycles of the confirmation of non-SLG compliance.
- ii. When contacting Lightyear for SLG verification, Customer must have a log for the billing month reflecting the following information concerning each Service Outage: Ticket ID number, Date and time of Trouble Ticket was opened and Service restored, Circuit/PVC ID(s) for the corresponding Service Outage, Number of impacted circuits/PVCs
- iii. Customer must choose SLG (i.e., Network Availability and/or MTTR) to be verified when seeking non-compliance. In the event Lightyear is negligent of both a Network Availability guarantee and a MTTR guarantee, Customer will only receive non-compliance credits for one of the two missed SLGs. When Lightyear meets the performance standard not met in the previous month(s), application of the credit structure will be reset.
- iv. The non-compliance credit structure is based on monthly billing calculations. For any billing month in which Lightyear fails to meet any one of the SLGs described herein, the following credit structure will be applied to the net Monthly Recurring Charges (MRC). Credits do not apply to local access or backhaul charges.

Consecutive Months of SLG Non-Compliance	Credit Structure (% Of Affected Service MRC)
1 st	20%
2 nd	40%
3 rd	60%
After 3 rd month	100%

v. Customer may terminate affected Service with written notice to Lightyear upon non-SLG compliance in the fourth month without any associated penalty as prescribed by in the Termination and Cancellation section of this Agreement.

h. Other Terms and Conditions for Lightyear Service Level Guarantees

- i. Network Outages caused by force majeure events as defined in the below, are not eligible for credits hereunder and are not included in determining if Lightyear has met the appropriate performance standards.
- ii. Any equipment over which the Customer exercises control, such as CPE, is excluded from SLGs.
- iii. Major network failures affecting the entire Lightyear network will be handled on an individual case basis as determined by Lightyear. Any resolution will be applied in a non-discriminatory manner.
- iv. Degradation of Service, such as slow data transmission, is not considered in the monthly SLG calculations. Customer’s Service must experience a Service Outage to be included in the monthly calculations.
- v. In the event Lightyear fails to comply with multiple SLGs in a given monthly period, Customer will only receive a credit for one SLG for such month.

i. Service Level Guarantee Events Beyond The Control of Lightyear

All Network Availability and MTTR measurements do not include periods of service interruption resulting in whole or in part from one or more the following causes: Lightyear services provided outside the contiguous U.S.; Any act or omission on the part of the Customer, third party contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control; The Customer’s applications, equipment, or facilities including any third party equipment within the Customers building other than equipment furnished by LECs as part of their access services; Lightyear or Customer scheduled maintenance; Events or occurrences that result in ‘No Trouble Found’ Trouble Tickets; Labor strikes; Natural disasters; Force majeure events beyond the reasonable control of Lightyear including, but not limited to, acts of God, government regulation, and national emergency; Trouble Tickets associated with new installations; An interruption where the Customer elects not to release the service for testing and repair and continues to use it on an impaired basis; Interruptions during any period where Lightyear or its agents are not allowed access to the Customer premises where the access lines are terminated; Master Trouble Tickets opened by Lightyear or by a qualified third party on behalf of Lightyear, such as those in the case of a fiber cut.

j. Interruption of service policies outside of SLG: In the event of an interruption in the Service (“Outage”) outside Lightyear SLG as defined in this section, Customer shall be entitled to a credit in an amount equivalent to the proportionate monthly charge for the period during which such Outage occurs. An Outage will be deemed to have occurred only if the Service becomes unusable to Customer as a result of failure of Lightyear’s facilities, equipment or personnel to provide the Service, and only where the interruption is not the result of the following:

- i. The fault or negligence of the Customer
- ii. The failure of interconnection facilities or other equipment not part of the Lightyear facilities or within Lightyear’s control
- iii. Any planned interruption or routine maintenance
- iv. Other circumstances beyond the control of Lightyear

Credit allowance for an Outage commences upon the earlier of: (a) Lightyear’s receipt of written notice from the Customer of an Outage (b) Lightyear’s actual knowledge of such Outage, and the credit allowance ceases when the Service has been restored and Lightyear has attempted to notify the Customer thereof. Credits as a result of an Outage shall be given only when Customer notifies Lightyear that such credit is due at the current rates provided to the Customer. Only that a portion of the Service which is interrupted due to the Outage shall be credited. The Service is offered 24 hours per day, 7 days a week. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an Outage of less than 30 minutes.

IX. Indemnification Policy

Each party shall indemnify and hold the other harmless from and against bodily injury (including death) or damage to tangible personal property caused by the negligence or willful misconduct of the indemnifying party or its employees, agents or invitees in connection with this Agreement.

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X. Excusable Delay or Failure

Neither party will be in default or otherwise liable for any delay in or failure of its performance hereunder due to any act of god, adverse weather condition, fire, flood, riot, strike, accident, war, governmental requirement, inability to secure materials, labor or transportation, cable cut or other cause beyond the reasonable control of the affected party. Any such delay or failure shall suspend the agreement or any Service Order until the delay or failure ceases, and the period of the Agreement or Service Order shall be extended accordingly.

XI. Content and Prohibited Uses of the Service

a. Responsibility for Content: Customer should be aware that there may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic or offensive, particularly for children. Lightyear assumes no responsibility for the content contained on the Internet or otherwise available through the Service. All content accessed by the Customer through the Service is accessed and used by the Customer at Customer's own risk and Lightyear shall not have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Customer. Content questions or complaints should be addressed to the content provider.

b. Posting of Content: Lightyear has no obligation to monitor transmissions made on the Service. However, Customer acknowledges and agrees that Lightyear has the right to monitor such transmissions from time to time and to disclose the same as required to satisfy any law, regulation or other governmental request to operate the Service properly. Lightyear reserves the right to remove any information or materials, in whole or in part, that, in its sole discretion are unacceptable, undesirable or in violation of this Agreement.

c. Prohibited Uses of the Service: Customer shall not use the Lightyear Equipment or Service to, directly or indirectly:

- i. for any unlawful purposes. Use of the Lightyear Equipment or Service for the transmission or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. This includes, but is not limited to, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or which infringes the intellectual property of any person;
- ii. post, transmit or disseminate objectionable information, including with limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal or international law, order or regulations;
- iii. access any other person's computer, software, or data of any person, without knowledge and consent of such person;
- iv. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information software, or other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;
- v. knowingly disrupt the Service;
- vi. resell the Service or otherwise charge others to use the Service. The Service is for business use only and Customer agrees not to use the Service for operation as an Internet Service Provider or for any other business enterprise in competition with the Service;
- vii. use the service to send unsolicited advertising, promotional material, or other forms of solicitations (i.e. "spamming") to any other users of the Service or users of any other Internet access services. Lightyear reserves the right to block or filter mass solicitations on or through Service.
- viii. Lightyear reserves the right to suspend service, or quarantine services in the best interest of our customers, if circumstances create a scenario in which your business is unknowingly or knowingly transmitting viruses or performing scan activities within our network that have the potential to harm other Lightyear Customers.

d. For Lightyear SmartStream Service customers, Lightyear is not responsible for any incidental or consequential damages user may suffer, including but not limited to, loss of data resulting from delays, non-delivers, mis-deliveries, or service interruptions. Use of any information obtained via the Service is at User's own risk.

e. For Lightyear SmartStream Service customers, User is responsible for all activity in User's account and confidentiality of User's passwords. Lightyear will suspend access or change access to User's account within twenty-four (24) hours after notification by the User the User's password has been lost, stolen or otherwise compromised.

f. For Lightyear SmartStream Service customers, Lightyear is not responsible for User's files residing on Lightyear equipment. User is solely responsible for independent backup of User's files. Any and all files must be removed by the User within 30 days after termination of Service with Lightyear. Any files remaining after the 30-day grace period will be deleted and unrecoverable.

XII. Miscellaneous

a. Lightyear Assistance on Local Access: Although if necessary Lightyear will assist customer in obtaining the necessary facilities from the local telephone company by which to use Lightyear service Customer is responsible for such activity and is liable for any and all charges incurred therefore.

b. Release of 800 Number: If the Customer has undisputed past-due charges, Lightyear reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (RespOrg), until such charges are paid in full.

c. Lightyear and Third Party Responsibility: From time to time Lightyear will suggest and help facilitate contact with third party resources in order to accommodate the type of Services that are requested. This transaction shall be the sole responsibility of the Customer and that third party.

d. Contact Address: For inquires or notices in connection with this Agreement, the Customer should contact Lightyear in writing to Lightyear Communications, Attn: Legal Department, 1901 Eastpoint Parkway, Louisville, KY 40223

e. Time Is Of The Essence: Lightyear will use its best efforts to provide the services ordered on or before the requested dates. Although, because of interfacing with multiple vendors there is no delivery guarantee. The Customer will be notified of delivery milestones and potential delays if applicable. In any case the Customer must be prepared for installation when notified of the circuit being tested and released.

f. Installation: Installations should be scheduled within normal business hours (Monday through Friday, 8:00 a.m. 6:00 p.m.). After-hours installations will incur additional charges. Lightyear off site technicians and Customer on site technicians and/or vendor representatives will cooperate in good faith on establishing expedient and timely installation of Service. Lightyear will not charge the Customer for additional hours, trip charges, overtime or other miscellaneous expenses incurred due to delays incurred at the Customer site directly related to Lightyear. Likewise, Customer agrees that Lightyear will not be liable for any additional expenses caused by delays directly related to the Customer.

g. Liability and Warranties: Except as expressly set forth in this Agreement, Lightyear makes no warranties, representations or other agreements, expressed or implied, with respect to the Service, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. In no event shall Lightyear be liable for special, incidental, consequential, indirect or punitive damages, including, but not

limited to, loss of revenue or profit, loss of use of any property, cost of substitute equipment or services, downtime costs and claims of the Customer for damages. Except with respect to Section 8, Lightyear's entire liability for any claim, loss, expense or damage under this Agreement or any Service Order shall in no event exceed sums actually paid by Customer to Lightyear for the Service which gives rise to the claim.

h. Assignment: Customer may not assign this Agreement without the prior written consent of Lightyear, which consent may be conditioned upon such assurances of performance and ability to pay which Lightyear may reasonably require.

i. Entire Agreement: The terms of the Agreement constitute the entire agreements between the parties concerning the subject matter hereof, and this agreement may be modified only in a writing signed by both parties. **Verbal commitments, modifications to this agreement, or representations either stated or implied, unless made as part of this agreement in writing and accepted by Lightyear, are considered null and void and not part of this, or any other agreement between Customer and Lightyear.** This agreement shall also cover multiple products and/or locations.

j. Jurisdiction: To the extent permitted by law and applicable tariffs, the Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of Kentucky but not its conflict laws, and venue of any action or suit under this Agreement shall be in any Court servicing Jefferson County, Kentucky, and Customer shall be subject to the personal jurisdiction of the State of Kentucky. If a dispute arises and Lightyear refers the Agreement to an attorney for collection, Customer agrees to pay all costs of collection including interest, court costs, fees, and reasonable attorneys' fees upon a finding adverse to the Customer.

k. Notice: Except as provided in Section 2 above, any notice given or made pursuant to this Agreement or any Service Order will be effective only if in writing and delivered in person, by messenger, by overnight delivery service or by certified mail, return receipt requested, and delivered at the address provide herein, or such other address as may hereafter be furnished by either party to the other.

l. Severability: Each provision of the Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in effect.

m. Waiver: Failure by a party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver of rights.

Lightyear SmartStream Solutions - Product Summary Worksheet

Lightyear SmartStream Bundled Solutions

Lightyear SmartStream Bundled Solutions

Selectio n	Product Summary	Quantit y	Monthly Recurring Charges	Non-Recurring Charges*
<input type="checkbox"/>	Lightyear T1 Local Access Line (Loop)		\$	\$
<input type="checkbox"/>	Lightyear SmartStream 256k+ <small> <ul style="list-style-type: none"> ▸ 256k Internet with burst to 512k – 5x8 Maintenance ▸ Domestic Long Distance rate of .049 CPM with 2000 inc. minutes ▸ 20MB of hosting space with 20 email accounts </small>		\$	\$
<input type="checkbox"/>	Lightyear SmartStream 512k+ <small> <ul style="list-style-type: none"> ▸ 512k Internet with burst to 1024k – 5x8 Maintenance ▸ Domestic Long Distance rate of .049 CPM with 2000 inc. minutes ▸ 20MB of hosting space with 20 email accounts </small>		\$	\$
<input type="checkbox"/>	Lightyear SmartStream 768k+ <small> <ul style="list-style-type: none"> ▸ 768k Internet with burst to Capacity – 5x8 Maintenance ▸ Domestic Long Distance rate of .049 CPM with 2000 inc. minutes ▸ 20MB of hosting space with 20 email accounts </small>		\$	\$
<input type="checkbox"/>	Additional Email Boxes (\$2 / Box) Additional Email Block (\$40 / 20 Boxes)		\$	
<input type="checkbox"/>	Other (Additional Options/Services, see product manual): _____		\$	
Totals			\$	\$

*Installation/setup charges waived with 2-year+ term commitment. If applicable, additional service options' non-recurring charges still apply (i.e., DNS transfer, registration, etc.).

Lightyear SmartStream - Standalone Internet Solutions

Lightyear SmartNet Dedicated Internet Services

Selectio n	Lightyear SmartNet Product	Quantit y	Monthly Recurring Charges (LPI)	Monthly Recurring Charges (CPE *)	Non-Recurring Charges
<input type="checkbox"/>	Lightyear SmartNet Access Line (Loop)		\$	\$	\$
<input type="checkbox"/>	Lightyear SmartNet - 128k		\$ 395.00	\$ 325.00 (no IAD)	\$
<input type="checkbox"/>	Lightyear SmartNet - 256k		\$ 500.00	\$ 400.00 (no IAD)	\$
<input type="checkbox"/>	Lightyear SmartNet - 512k		\$ 775.00	\$ 625.00 (no IAD)	\$
<input type="checkbox"/>	Lightyear SmartNet - 768k		\$ 895.00	\$ 725.00 (no IAD)	\$
<input type="checkbox"/>	Lightyear SmartNet - 1544k		\$ 995.00	\$ 800.00 (no IAD)	\$
<input type="checkbox"/>	Other (Additional Options/Services, see product manual): _____		\$		
Totals			\$	\$	\$

*Installation/setup charges waived with 2-year+ term commitment. If applicable, additional service options' non-recurring charges still apply (i.e., DNS transfer, registration, etc.).

Initials: _____

Lightyear SmartMail Services

Select i n	Lightyear SmartMail Product	Quantity	Monthly Recurring Charges	Non-Recurring Charges*
<input type="checkbox"/>	Lightyear SmartMail Box <ul style="list-style-type: none"> * Mailbox Size: 10 MB with 2 Aliases * Access Methods: POP3, Web Based, IMAP * Spam Filtering and Vacation or Out of Office Auto-Responder * Automated Signature File and Address Book and Mail Administration tools. 		\$2.00 per	\$2.00 per*
<input type="checkbox"/>	Lightyear SmartMail Block <ul style="list-style-type: none"> * 20 Lightyear SmartMail Boxes 		\$40.00 per	\$25.00 per*
Totals			\$	\$

*Installation/setup charges waived with 2-year+ term commitment. If applicable, additional service options' non-recurring charges still apply (i.e., DNS transfer, registration, etc.).

Lightyear SmartConnect Wide Area Networking Solutions

Locati n #	City, State and NPA-NXX	Por t Specification	Monthly Recurring Charges		Non-Recurring Charges	
			Access	Port	Access	Port
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Total Wide Area Networking Port Charges			\$	\$	\$	\$

PVC Locati n From To	Permanent Virtual Circuit (1)		
	Speed	MRC	NR *
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Summed PVC Charges (1)		\$	\$

PVC Locati n From To	Permanent Virtual Circuit (2)		
	Speed	MRC	NR *
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Summed PVC Charges (2)		\$	\$
Total PVC Charges (1)+(2)		\$	\$

*Installation/setup charges waived with 2-year+ term commitment. If applicable, additional service options' non-recurring charges still apply (i.e., DNS transfer, registration, etc.).

Initials: _____

Lightyear SmartWeb Services – Shared Web Hosting

Selecti n	Lightyear SmartWeb Shared Hosting Product	Quant y	Monthly Recurring Charges	Non-Recurring Charges *
<input type="checkbox"/>	Lightyear SmartWeb Basic Hosting <ul style="list-style-type: none"> ▸ 20MB of Shared hosting server space with 1GB of transfer monthly ▸ DNS for up to 2 domains ▸ 5 email accounts included 		\$19.95 per	\$24.95 per*
<input type="checkbox"/>	Lightyear SmartWeb Advanced Hosting <ul style="list-style-type: none"> ▸ 100MB of Shared hosting server space with 1GB of transfer monthly ▸ DNS for up to 2 domains ▸ 10 email accounts included 		\$49.95 per	\$49.95 per*
<input type="checkbox"/>	Other (Additional Options/Services, see product manual):		\$	N/A
Totals			\$	\$

*Installation/setup charges waived with 2-year+ term commitment. If applicable, additional service options' non-recurring charges still apply (i.e., DNS transfer, registration, etc.).

Lightyear SmartWeb Services – Dedicated Web Hosting

Selecti n	Lightyear SmartWeb Dedicated Hosting Product	Quant y	Monthly Recurring Charges	Non-Recurring Charges *
<input type="checkbox"/>	Lightyear SmartWeb Standard <ul style="list-style-type: none"> ▸ COBALT RaQ3 Server ▸ 64MB base memory – 13.0GB of storage –100MB Switched Ethernet Port ▸ 10GB monthly transfer ▸ DNS for 6 Domain names 		\$395 per	\$395 per*
<input type="checkbox"/>	Lightyear SmartWeb Plus <ul style="list-style-type: none"> ▸ COBALT RaQ3 Server ▸ 128MB base memory – 15.2GB of storage –100MB Switched Ethernet Port ▸ 10GB monthly transfer ▸ DNS for 6 Domain names 		\$450 per	\$450 per*
<input type="checkbox"/>	Lightyear SmartWeb Premium <ul style="list-style-type: none"> ▸ COBALT RaQ4 Server (Dual EtherNet) ▸ 256MB base memory – 20GB of storage – 100MB Switched Ethernet Port ▸ 10GB monthly transfer ▸ DNS for 6 Domain names 		\$495 per	\$495 per*
<input type="checkbox"/>	Other (Additional Options/Services, see product manual):		\$	
Totals			\$	\$

*Installation/setup charges waived with 2-year+ term commitment. If applicable, additional service options' non-recurring charges still apply (i.e., DNS transfer, registration, etc.).

NOTE: If purchasing a frame relay-based dedicated Internet product, be advised that the guaranteed bandwidth is the committed information rate (CIR) which is one-half the port speed. This product will burst to the full port speed based on customers' applications and network availability.

NOTE: If purchasing a Lightyear SmartStream Bundled Solution the included minutes only apply to Domestic Intra and Interlata long distance. These minutes do not apply to International, offshore calling, or Directory Assistance calls. Additionally, these minutes only apply to those calls that are delivered across the Lightyear SmartStream dedicated circuit, they do not apply to any other Lightyear products or services.

TERM OF THIS AGREEMENT: (check one) 1 year 2 years 3 years 4 years 5 years

In witness whereof, the parties have signed this Agreement of Services and the individuals signing below warrant and represent that they have full legal authority to enter into this Agreement for and on behalf of the respective parties.

Company Name: _____

Lightyear Communications

Company Address: _____

Company Address: 1901 Eastpoint Parkway _____
 Louisville, KY 40223 _____

Customer Signature: _____

Sales Representative Signature: _____

Customer Name: _____

Sales Representative Name: _____

Date: _____

Date: _____

Initials: _____