



DIGITAL AGENT INTERSTATE/INTERNATIONAL  
GENERAL SERVICE AGREEMENT

# RATES, TERMS AND CONDITIONS FOR DOMESTIC INTERSTATE AND INTERNATIONAL TELECOMMUNICATIONS SERVICES

*offered by:*

DIGITAL AGENT, LLC  
Suite 100  
1000 Circle 75 Parkway  
Atlanta, GA 30339



This INTERSTATE/INTERNATIONAL GENERAL SERVICE AGREEMENT (the "General Service Agreement") sets forth the rates, terms, and conditions for state-to-state and international telecommunications services furnished by Digital Agent, LLC ("Digital Agent").

## 1 The Agreement

Customer's Agreement ("Agreement") with Digital Agent consists of the Customer Service Agreement, if any, executed by Digital Agent and Customer, this General Service Agreement, Digital Agent's website, the current terms of any optional calling plan or promotion selected by Customer, and any authorized written communications Customer has received from Digital Agent. If Customer has not selected an optional calling plan, all of Digital Agent's Basic Services and Rates will apply. If Customer has selected an optional calling plan, only some of Digital Agent's Basic Services and Rates will apply. In the event of a conflict between any provision of this General Service Agreement and any Customer Service Agreement executed by Digital Agent and Customer, the terms of this General Service Agreement shall prevail.

**BY ENROLLING IN, USING, OR PAYING FOR DIGITAL AGENT'S SERVICES, CUSTOMER AGREES TO THE RATES, TERMS, AND CONDITIONS IN THIS GENERAL SERVICE AGREEMENT. IF THIS GENERAL SERVICE AGREEMENT IS NOT ACCEPTABLE TO CUSTOMER, CUSTOMER SHOULD NOT USE DIGITAL AGENT'S SERVICES AND SHOULD NOTIFY DIGITAL AGENT IMMEDIATELY AT 678-444-3007.**

Digital Agent may change this General Service Agreement at any time. Any changes to Customer's rates will become effective only after Digital Agent notifies Customer at least 15 days in advance of such change through one of the following means: (i) by postcard or letter; (ii) by a message included with Customer's invoice; (iii) by calling and speaking to Customer or by leaving a message for Customer; or (iv) with Customer's consent, by e-mail. Written notice to Customer will be sent to Customer's last known address as reflected in Digital Agent's records. Written notice is deemed received 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed according to the address in Digital Agent's records.

The rates, terms, and conditions set forth in this General Service Agreement are effective as of September 1, 2002 and are subject to change. For Customer's most current rates, terms, and conditions, the most current version of this General Service Agreement, or if Customer has questions about Digital Agent's services, Customer should visit Digital Agent's website at <http://www.digitalagent.net> or call 678-444-3007.

## 2 General Terms and Conditions

### 2.1 Digital Agent's Undertaking

2.1.1 Digital Agent undertakes to furnish interstate and international interexchange telecommunications services pursuant to the rates, terms, and conditions of this General Service Agreement for the direct transmission and reception of voice, data, Internet and other types of telecommunications services to points originating and terminating within the United States but not within a single state, points originating within the United States and terminating outside the United States, and points originating outside the United States and terminating within the United States.

2.1.2 Digital Agent's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.3 Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing any charge in this General Service Agreement, a month is considered to have thirty (30) days.

2.1.4 Digital Agent reserves the right to change rates at any time.

2.1.5 Requests for Service under this General Service Agreement will authorize Digital Agent to conduct a credit search on Customer. Digital Agent reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by Customer. Digital Agent may also, at any time and at its sole discretion, set a credit limit for any Customer's use of services for any monthly period.

2.1.6 Digital Agent may suspend or terminate services for nonpayment of charges or for other violations of this General Service Agreement. Digital Agent also reserves the right to refuse an application for service made by a present or former customer who is indebted to Digital Agent for service previously rendered until the indebtedness is satisfied.

2.1.7 Customer may be required to enter into written Service Order(s) which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this General Service Agreement. Customer will also be required to execute any other documents as may be reasonably requested by Digital Agent.



2.1.8 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this General Service Agreement prior to termination. Rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.

2.1.9 Digital Agent will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by Customer with, the terms and conditions of this General Service Agreement. Digital Agent does not guarantee availability by such date and will not be liable for any delays in commencing service to any Customer.

2.1.10 If Customer makes or requests material changes in circuit engineering, equipment specification, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer's installation fee shall be adjusted accordingly.

2.1.11 Digital Agent will attempt to provide Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. Digital Agent will work cooperatively with Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to Customer may not be possible.

2.1.12 Digital Agent furnishes domestic interstate and international telecommunications services through the resale of services of other service providers. The services offered under this General Service Agreement are available only to the extent that services are available for resale from the underlying service providers.

## **2.2 Limitations**

2.2.1 Service is offered subject to the provisions of this General Service Agreement. Digital Agent is responsible under this General Service Agreement only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity.

2.2.2 Digital Agent will not be liable for errors in transmission or for failure to establish connection.

2.2.3 An end user may transmit or receive information or signals via the services offered by Digital Agent. Customer may transmit any form of signal that is compatible with Digital Agent's services, but Digital Agent does not guarantee that its services will be suitable for Customer's purposes, except as specifically stated in this General Service Agreement. Customer's ability to connect equipment or facilities to Digital Agent's services is subject to any restrictions set forth in Digital Agent's agreement with the underlying carrier and applicable regulations of the Federal Communications Commission.

### **2.2.4 Equipment and Facilities**

2.2.4.1 The furnishing of service under this General Service Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the services Digital Agent may obtain from underlying carriers to furnish service from time to time as required at the sole discretion of Digital Agent.

2.2.4.2 Digital Agent's obligation to furnish service is dependent upon its ability to secure suitable and sufficient services for resale without unreasonable expense.

2.2.4.3 Digital Agent shall not be required to furnish, or continue to furnish, service where the circumstances are such that the proposed use of the service would tend to adversely affect Digital Agent's plant, property or service.

2.2.4.4 Digital Agent reserves the right to limit or to allocate the use of existing service capacity, or of additional service capacity offered by Digital Agent, when necessary because of lack of facilities, or due to some other cause beyond Digital Agent's control.

2.2.4.5 Upon suitable notification to Customer, and at a reasonable time, Digital Agent may take such tests and inspections as may be necessary to determine that Customer is complying with applicable requirements for the installation, operation, and maintenance of Customer provided facilities in the connection of Customer-provided facilities and equipment to services provided by Digital Agent. If the protective requirements for Customer-provided equipment are not being complied with, Digital Agent may take such action as it deems necessary to protect its facilities and personnel. Digital Agent will notify Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, Customer must take this corrective action and notify Digital Agent of the action taken. If Customer fails to do this, Digital Agent may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.



2.2.4.6 Digital Agent may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this General Service Agreement are being complied with in respect to the installation, operation or maintenance of Customer's or Digital Agent's facilities or equipment.

2.2.4.7 Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Digital Agent.

## 2.3 Use of Services

2.3.1 Customer shall not use the Services provided under this General Service Agreement for any unlawful purpose. Services may otherwise be used for any lawful purpose, provided that such purpose is a purpose for which Customer is technically suited, Customer shall have obtained any and all required government approvals, authorizations, licenses, consents and permits for such purpose, and such purpose is consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.3.2 Digital Agent's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by Digital Agent shall remain its property and shall be returned to Digital Agent whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear excepted. Customer is required to reimburse Digital Agent for any loss of, or damage to, the facilities or equipment on Customer's premises, including loss or damage caused by agents, employees or independent contractors of Customer through any negligence.

### 2.3.3 Maintenance of Equipment and Facilities.

2.3.3.1 Digital Agent shall use reasonable efforts to maintain only the equipment and facilities that it furnishes to Customer. Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the equipment and facilities provided by Digital Agent, except upon the written consent of Digital Agent.

2.3.3.2 Digital Agent may substitute, change or rearrange any facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to Customer.

2.3.3.3 Customer shall be responsible for the payment of service charges as set forth herein for visits by the company's agents or employees to the Premises of Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Digital Agent, including but not limited to Customer.

2.3.3.4 Digital Agent shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the services furnished pursuant to this General Service Agreement, the responsibility of Digital Agent shall be limited to the furnishing of services offered under this General Service Agreement. Subject to this responsibility, Digital Agent shall not be responsible for:

2.3.3.4.1 The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

2.3.3.4.2 The reception of signals by Customer-provided equipment; or

2.3.3.4.3 Network control signaling when performed by Customer-provided network control signaling equipment.

2.3.3.5 At the request of Customer, installation or maintenance may be performed outside of Digital Agent's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material or other costs incurred by or charged to Digital Agent will apply. If installation or maintenance is started during regular business hours, but, at Customer's request, extends beyond regular business hours into other time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

### 2.3.4 Additional Responsibilities for Customer-Provided Terminal Equipment

2.3.4.1 Services furnished under this General Service Agreement may be connected to Customer-provided terminal equipment in accordance with the provisions of this General Service Agreement. All such terminal equipment shall be registered pursuant to Part 68 of Title 47, Code of Federal Regulations, and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.4.2 Customer is responsible for ensuring that Customer-provided terminal equipment connected to Digital Agent equipment and facilities is compatible with such facilities. The magnitude and character of the voltages and currents impressed on equipment and wiring provided by Digital Agent by the connection, operation, or maintenance of such Customer equipment and wiring shall be such as not to cause damage to equipment and wiring provided by Digital Agent or injury to Digital Agent's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Digital Agent at Customer's expense.



2.3.4.3 Terminal equipment used on Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of Customer. Customer is responsible for the provision of wiring or cable to connect its equipment to Digital Agent equipment and facilities. Any special interface equipment necessary to achieve compatibility between the equipment and facilities of Digital Agent used for furnishing telecommunications services and the channels, facilities, or equipment of others shall also be provided at Customer's expense.

2.3.4.4 Telecommunications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions established by such other communications carriers which are applicable to such connections.

### 2.3.5 Joint Use, Assignment, and Transfer

2.3.5.1 Any service provided under this General Service Agreement may be shared (jointly used) with other persons at Customer's option. Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this General Service Agreement, for determining who is authorized to use its service, and for promptly notifying Digital Agent of any unauthorized use. Customer may advise its customers that a portion of its service is provided by Digital Agent, but Customer shall not represent that Digital Agent jointly participates with Customer in the provision of the service. Digital Agent may require applicants for service who intend to use Digital Agent's offerings for shared use to file a letter with Digital Agent confirming that their use of Digital Agent's offerings complies with relevant laws, regulations, policies, orders and decisions.

2.3.5.2 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of Digital Agent. Digital Agent will permit a Customer to assign or transfer its existing service to another entity, provided that the existing Customer has paid all charges owed by it to Digital Agent and such permitted assignee or transferee accepts and agrees to be bound by all of the terms and conditions of this General Service Agreement, as well as all other conditions of service. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this General Service Agreement will apply.

2.3.6 Digital Agent strictly prohibits use of Digital Agent's services without payment or any avoidance of payment by Customer by fraudulent means, devices or schemes including, but not limited to, providing falsified or invalid calling card numbers or credit card numbers to Digital Agent or in any way misrepresenting the identity of Customer.

2.3.7 Recording of telephone conversations over service provided by Digital Agent under this General Service Agreement is prohibited except as authorized by applicable federal, state and local laws.

2.3.8 Service will not be used in a manner which:

2.3.8.1 might reasonably be expected to frighten, abuse, torment, or harass another;

2.3.8.2 in any manner interferes with other person(s) in the use of their service;

2.3.8.3 prevents other persons from using their service; or

2.3.8.4 otherwise impairs the quality of service to other Customers.

2.3.9 Customer is responsible for notifying Digital Agent immediately of any unauthorized use of services.

## 2.4 Liability of Digital Agent

2.4.1 THE LIABILITY OF DIGITAL AGENT FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM OR ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING OF SERVICES UNDER THIS GENERAL SERVICE AGREEMENT OR THE FAILURE TO FURNISH SERVICE, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS, AND REPRESENTATIONS, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION AS SET FORTH IN THIS GENERAL SERVICE AGREEMENT. THE EXTENSION OF SUCH ALLOWANCES FOR INTERRUPTION SHALL BE THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF DIGITAL AGENT.

2.4.2 Digital Agent shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Digital Agent, or of any commission, agency, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or notwithstanding anything in this General Service Agreement to the contrary, the unlawful acts of Digital Agent's agents and employees, if committed beyond the scope of their employment.



2.4.3 Digital Agent shall not be liable for any act or omission of any entity furnishing to Digital Agent or to Customer facilities or equipment used for or with the services Digital Agent offers. Digital Agent shall not be liable for any damages or losses due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

#### 2.4.4 Indemnity

2.4.4.1 Digital Agent shall be indemnified, defended and held harmless by Customer from and against any and all claims, loss, demands, suits, or other actions, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to or death of any person or persons (including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits), and for any loss, damage or destruction of any property, including environmental contamination, whether owned by Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. Digital Agent reserves the right to require Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installation.

2.4.4.2 Digital Agent shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, or proprietary or creative right, or any other injury to any person, property or entity arising from Customer's use of Digital Agent's services; out of the material, data, information, or other content revealed to, transmitted, or used by Digital Agent under this General Service Agreement; or for any act or omission of Customer.

2.4.5 Digital Agent shall not be liable for any defacement of or damage to equipment or premises of a Customer resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of Digital Agent's agents or employees.

2.4.6 Digital Agent is not liable for any claims for loss or damages involving:

2.4.6.1 Breach in the privacy or security of communications transmitted over Digital Agent's services;

2.4.6.2 Any representations made by Digital Agent employees that do not comport, or that are inconsistent, with the provisions of this General Service Agreement;

2.4.6.3 Any non-completion of communications or transmissions due to network busy conditions;

2.4.6.4 Any act or omission in connection with the provision of 911, E911 or similar services.

2.4.7 Digital Agent assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if Digital Agent has acted as Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

2.4.8 Any claim of whatever nature against Digital Agent shall be deemed conclusively to have been waived unless presented in writing to Digital Agent within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.4.9 DIGITAL AGENT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS GENERAL SERVICE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, FOR ANY REASON WHATSOEVER.

2.4.10 The liability of Digital Agent for errors in billing that result in overpayment by Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.4.11 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Digital Agent by Customer for the specific services giving rise to the claim. No action or proceeding against Digital Agent shall be commenced more than one year after the service is rendered.

2.4.12 Digital Agent shall not be liable for damages or adjustments, refunds or cancellation of charges unless Customer has notified Digital Agent, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by Digital Agent for the call or other service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Digital Agent with a reasonable basis upon which to evaluate Customer's claim or demand and must be consistent with the remedies set forth in this General Service Agreement.



2.4.13 Digital Agent shall not be liable for any damages, including refund or cancellation of usage charges, that Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of Customer's communications equipment includes, but is not limited to, the placement of calls or transmission of data from Customer's premises and the placement of calls and transmission of data through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Digital Agent's network services without the authorization of Customer. Customer shall be fully liable for all such charges.

2.4.14 Digital Agent shall not be liable for Customer's failure to fulfill its obligation to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting equipment or facilities of Customer, or any third party acting as Customer's agent, to Digital Agent's network.

**2.4.15 DIGITAL AGENT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

2.4.16 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of Digital Agent without written authorization.

## **2.5 Minimum Period of Service**

2.5.1 The minimum period of service is one month, except as may be otherwise provided in this General Service Agreement. Customer must pay the rate determined pursuant to the Customer's Agreement for the service to which Customer subscribes for the minimum period of service. If Customer disconnects service before the end of the minimum service period, Customer is responsible for paying the rate determined pursuant to the Customer's Agreement for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate whether Customer has met the minimum period of service obligation.

2.5.2 If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of Customer, Customer is not obligated to pay for service for the remainder of the minimum period.

2.5.3 If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For services not taken over by the new customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

## **2.6 Customer Responsibility**

2.6.1 Customer is responsible for placing any necessary orders.

2.6.2 The name(s) of Customer(s) desiring to use the service must be set forth in the application for service.

2.6.3 Customer is responsible for the payment of all charges for services furnished to Customer and to all users authorized by Customer, regardless of whether those services are used by Customer itself or are resold to or shared with other persons or whether such use is with or without the knowledge or consent of Customer, and other applicable charges pursuant to this General Service Agreement. The security of Customer's authorization codes, presubscribed exchange lines, and direct connect facilities are the responsibility of Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by Customer.

2.6.4 Any applicant for service may be required to sign an application form requesting Digital Agent to furnish the service in accordance with the rates, terms, and conditions from time to time in force and effect.

### **2.6.5 Maintenance of Equipment**

2.6.5.1 If required for the provision of Digital Agent's services, Customer must provide any equipment space, supporting structure, needed personnel, conduit and electrical power without charge to Digital Agent.

2.6.5.2 Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Digital Agent's equipment to be maintained within the range normally provided for the operation of such equipment.

2.6.5.3 Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of facilities provided by Digital Agent, shall be borne entirely by, or may be charged by Digital Agent to, Customer.





Digital Agent may require Customer to demonstrate its compliance with this section prior to accepting an order for service.

#### 2.6.6 Conditions for Installation

2.6.6.1 If Digital Agent installs equipment at Customer's premises, Customer shall be responsible for payment of any applicable installation charge to Digital Agent on Customer's behalf. Customer is responsible for charges incurred for special construction or special facilities which Customer requests and which are ordered by Digital Agent on Customer's behalf.

2.6.6.2 Customer shall provide a safe place to work and comply with all laws and regulations regarding the working conditions on the premises at which Digital Agent's employees and agents will be installing or maintaining Digital Agent's facilities. Customer may be required to install and maintain Digital Agent facilities within a hazardous area if, in Digital Agent's opinion, injury or damage to Digital Agent employees or property might result from installation or maintenance by Digital Agent. Customer shall be responsible for identifying, monitoring, re moving and disposing of any hazardous materials (e.g., friable asbestos) prior to any construction or installation work.

2.6.7 Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Digital Agent employees or agents of Digital Agent to enter the premises of Customer or any joint user or customer of Customer at any reasonable hour for the purpose of installing, testing, programming, repairing, testing or removing any part of Digital Agent's facilities or equipment associated with the provision of Digital Agent's services.

2.6.8 Customer shall ensure that the equipment or system is properly interfaced with Digital Agent's services, that the signals emitted into Digital Agent's network are of the proper mode, bandwidth, power and signal level for the intended use of Customer and in compliance with criteria set forth in this General Service Agreement, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Digital Agent will permit such equipment to be connected with its channels without the use of protective interface devices. If Customer fails to maintain the equipment or system properly, with resulting imminent harm to Digital Agent equipment, personnel or the quality of service to other Customer Digital Agent may upon written notice, require the use of protective equipment at Customer's expense. If this fails to produce satisfactory quality and safety, Digital Agent may, upon written notice, terminate Customer's service.

2.6.9 Customer must pay Digital Agent's cost for replacement or repair of damage to the equipment or facilities of Digital Agent caused by the negligence or willful acts or omissions of Customer or others, by improper use of the services, or by use of equipment provided by Customer or others, or the non-compliance by Customer with this General Service Agreement.

2.6.10 Customer shall not create or allow to be placed any liens or other encumbrances on Digital Agent's facilities or equipment.

2.6.11 Customer must use the services offered in this General Service Agreement in a manner consistent with the terms and conditions of this General Service Agreement and the policies and regulations of all state, federal and local authorities having jurisdiction over the services.

### 2.7 Interruption of Service

2.7.1 For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where Digital Agent, pursuant to the terms of the General Service Agreement, suspends or terminates service because of nonpayment of bills due to Digital Agent, unlawful or improper use of the service, or any other reason covered by the General Service Agreement. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this General Service Agreement, Customer is responsible for providing electric power.

2.7.2 Interruptions in service which are not due to the gross or willful negligence of Digital Agent, or which are not due to the non-compliance with the provisions of this General Service Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by Customer, will be credited to Customer as set forth below for the part of the service that the interruption affects.

2.7.2.1 Credit for failure to service shall be allowed only when such failure is caused by or occurs due to causes within the control of Digital Agent, such as when any component furnished by Digital Agent under this General Service Agreement may fail, or in the event that Digital Agent is entitled to a credit for the failure of the facilities of Digital Agent's underlying carrier used to furnish service.

2.7.2.2 It shall be the obligation of Customer to notify Digital Agent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission by Customer within





Customer's control, or is not in wiring or equipment furnished by Customer and connected to Digital Agent's facilities.

2.7.2.3 Credit for an interruption shall commence after Customer notifies Digital Agent of the interruption, or when Digital Agent becomes aware thereof, and Customer releases such service, facility or circuit for testing and repair, and the credit will cease when Service has been restored. If Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.7.2.4 For the purposes of credit computation, every month shall be considered to have 720 hours.

2.7.2.5 No credit shall be allowed for an interruption of a continuous duration of less than 2 hours.

2.7.2.6 Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage charge for the service affected for each hour or major fraction thereof that the interruption continued.

2.7.2.7 No credit allowance will be made for:

2.7.2.7.1 interruptions due to the negligence of, or non-compliance with the provisions of this General Service Agreement, by Customer, an authorized user, or other common carriers connected to, or providing service connected to, the service of Digital Agent;

2.7.2.7.2 interruptions due to the negligence of any person other than Digital Agent, including but not limited to Customer or other common carriers connected to Digital Agent's facilities;

2.7.2.7.3 interruptions due to the failure or malfunction of non-Digital Agent equipment, including service connected to Customer-provided electric power;

2.7.2.7.4 interruptions of service during any period in which Digital Agent is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.7.2.7.5 interruptions of service during any period in which Customer continues to use the service on an impaired basis;

2.7.2.7.6 interruptions of service during any period when Customer has released service to Digital Agent for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.7.2.7.7 interruptions of service in order to perform tests and inspections to assure compliance with General Service Agreement terms and conditions and the proper installation and operation of Customer's and Digital Agent's equipment and facilities; or

2.7.2.7.8 interruptions of service due to circumstances or causes beyond the control of Digital Agent.

2.7.3 For calculating credit allowances, every month is considered to have 720 hours. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services actually interrupted will receive a credit. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service furnished by Digital Agent rendered useless or substantially impaired.

2.7.4 Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

## **2.8 Cancellation of Service**

2.8.1 Without incurring liability, upon five (5) days' written notice to Customer, Digital Agent may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.8.1.1 For nonpayment of any undisputed sum due Digital Agent for more than thirty (30) days after the rendering of the invoice for the amount due, or

2.8.1.2 Except as may be set forth in this General Service Agreement to the contrary, for any continuing violation of any material term or condition of this General Service Agreement which Customer shall not have cured after Digital Agent has given at least ten (10) days prior written notice.

2.8.2 Digital Agent, after notice in writing to Customer and after having given Customer an appropriate opportunity to respond to such notice, may terminate under the following conditions:



2.8.2.1 In the event of prohibited, unlawful or improper use of the service, or any other violation by Customer of the terms and conditions governing the service furnished, whether by reason of any order or decision of a court, or any state or federal regulatory body or governmental authority or interpretation by Digital Agent's lawyers thereof;

2.8.2.2 If, in the judgment of Digital Agent, any use of the service by Customer may adversely affect Digital Agent's personnel, plant, property or service or in the event of a condition which is determined to be hazardous to other Customers of Digital Agent, to Digital Agent's equipment, the public or to employees of Digital Agent;

2.8.2.3 In the event of unauthorized use, where Customer fails to take reasonable steps to prevent the unauthorized use of the service received from Digital Agent;

2.8.2.4 In the event that service is connected for a Customer who is indebted to Digital Agent for service or facilities previously furnished, that service may be terminated by Digital Agent unless Customer satisfies the indebtedness within twenty (20) days after written notification;

2.8.2.5 If Customer provides false information to Digital Agent regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Digital Agent's services;

2.8.2.6 Upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, Digital Agent may immediately discontinue or suspend service without incurring any liability; or

2.8.2.7 Upon condemnation of any material portion of the facilities used by Digital Agent to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.

2.8.3 Digital Agent shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to Customer:

2.8.3.1 if in the opinion of Digital Agent injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur;

2.8.3.2 if Digital Agent deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services; or

2.8.3.3 if Digital Agent is requested or required by any governmental authority to suspend or terminate service to Customer without notice.

2.8.4 Prohibited, unlawful or improper use of the service includes, but is not limited to:

2.8.4.1 Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;

2.8.4.2 The use of profane or obscene language;

2.8.4.3 The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;

2.8.4.4 The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with such customer's use of the service; or

2.8.4.5 Permitting fraudulent use.

2.8.5 Abandonment or Unauthorized Use of Facilities

2.8.5.1 If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that Customer has failed to take reasonable steps to prevent unauthorized use, Digital Agent may terminate service.

2.8.5.2 In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

2.8.5.2.1 No charge shall apply for the period during which service had been terminated, and

2.8.5.2.2 Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of Digital Agent.



2.8.6 Any change in Digital Agent's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to Customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.7 Customer may terminate service upon thirty (30) days written notice. Customer will be liable for all usage on any of Digital Agent's service offerings until Customer actually leaves the service.

2.8.8 Digital Agent will immediately terminate or suspend the service of Customer, on Customer's request, when Customer has reasonable belief that the service is being used by an unauthorized person or persons. Digital Agent may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.8.9 The discontinuance of service(s) by Digital Agent pursuant to this section does not relieve Customer of any obligations to pay Digital Agent for charges due and owing for service(s) furnished up to the time of discontinuance. Upon Digital Agent's discontinuance of service to Customer pursuant to this section, Digital Agent, in addition to all other remedies that may be available to Digital Agent at law or in equity or under any other provision of this General Service Agreement, may declare all future monthly and other charges which would have been payable by Customer during the remainder of the term for which such services would have otherwise been provided to Customer to be immediately due and payable.

#### 2.8.10 Cancellation of Application for Service

2.8.10.1 Applications for service are non-cancelable unless Digital Agent otherwise agrees. Where Digital Agent permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.8.10.2 Where, prior to cancellation by Customer, Digital Agent incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs Digital Agent incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against Digital Agent that would have been chargeable to Customer had service begun.

2.8.11 The remedies available to Digital Agent set forth herein shall not be exclusive, and Digital Agent shall at all times be entitled to all the rights available to it under law or equity.

### 2.9 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulation of the Federal Communications Commission.

### 2.10 Security Deposits

2.10.1 To safeguard its interests, Digital Agent may require an applicant or Customer to make a security deposit ("Security Deposit") in an amount to be determined by Digital Agent in its sole discretion to be held by Digital Agent as a guarantee for the payment of charges, irrespective of whether in respect of new service or restoration of service previously discontinued. If at any time there is a material and adverse change in Customer's financial condition, business prospects or payment history, which may be determined from time to time by Digital Agent in its sole discretion, Digital Agent may require Customer to make a Security Deposit if Customer has not already done so or to increase the amount of any Security Deposit, as the case may be, as security for the full and faithful performance by Customer of the terms and conditions of Customer's Agreement. Any Security Deposit required by Digital Agent under this General Service Agreement shall be in addition to any deposit that Digital Agent may require in respect of services that are not provided under this General Service Agreement, including without limitation, intrastate telecommunications services. A Security Deposit may be required in addition to an advance payment.

2.10.2 If Customer fails to remit to Digital Agent the Security Deposit within ten (10) days of demand, Customer shall be deemed in breach of this Agreement, thereby entitling Digital Agent to all of the remedies provided in this General Service Agreement.

2.10.3 Digital Agent may maintain any Security Deposit received from Customer in respect of interstate or international telecommunications services commingled with Digital Agent's other funds, and Digital Agent may retain any interest earned thereon without accounting to Customer therefore. Each Customer from whom a Security Deposit is collected will be given a receipt showing: the date thereof, the name of the Customer and the current billing address, the service to be furnished or presently furnished, and the amount of the deposit.

2.10.4 Digital Agent shall have the right to allocate any and all of the Security Deposit toward Customer's performance of Customer's Agreement, and, if Digital Agent so allocates any or all of the Security Deposit, Customer shall remit to Digital Agent additional funds so as to replenish the Security Deposit to its required amount.



2.10.5 When a service is discontinued, the amount of Customer's Security Deposit, if any, will be applied to Customer's account and any credit balance remaining will be refunded.

2.10.6 The fact that a Security Deposit has been made shall in no way relieve the applicant or Customer from complying with the provisions of this General Service Agreement for the prompt payment of bills on presentation.

### **2.11 Advance Payments**

Digital Agent reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for new service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the following month.

### **2.12 Payment Arrangements and Billing**

2.12.1 Service is provided and billed on a monthly (30 day), recurring basis. The billing date is dependent on the billing cycle assigned to Customer. Charges for service, other than usage charges, are due monthly in advance; all other charges are payable upon request of Digital Agent. The initial billing may, at Digital Agent's option, also include one (1) month's estimated usage billed in advance. Digital Agent shall present invoices for Recurring Charges billed to Customer, in advance of the month in which service is provided. Payments for invoices shall be payable on the later of the date received or the due date shown on the bill, and are past due thirty (30) days after issuance and posting of invoice.

2.12.2 Payments should be mailed to Digital Agent at the following address:

Digital Agent, LLC  
Suite 100  
1000 Circle 75 Parkway  
Atlanta, Georgia 30339

2.12.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis for this purpose. Every month is considered to have 30 days for this purpose.

2.12.4 Charges for service commence on the date service becomes effective and shall continue to apply until the service is cancelled by Customer on not less than thirty (30) days' notice.

2.12.5 If any portion of the payment is not received by Digital Agent within thirty-one days (31) days of the posting, or if any portion of the payment is received by Digital Agent in funds which are not immediately available, then a late payment penalty shall apply and be due to Digital Agent; provided, however, late payment penalties will not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of the lesser of 1.5 % per month or the maximum rate allowed by law.

2.12.6 All bills are presumed accurate, and shall be binding on Customer unless objection is received by Digital Agent in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by Digital Agent in writing within such thirty (30) day period. A bill will not be deemed correct and binding upon Customer if Digital Agent has records on the basis of which an objection may be considered, or if Customer has in Customer's possession such Digital Agent records.

2.12.7 Billing disputes should be addressed to Digital Agent's customer service organization by mail at Digital Agent, LLC, Suite 100, 1000 Circle 75 Parkway, Atlanta, Georgia 30339 or via telephone, 678-444-3007. Customer service representatives are available from 8:00 am to 4:59 p.m. Eastern Standard Time. Messages may be left for customer service from 5:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer's Service, in which case customer service personnel may be paged.

2.12.8 In the case of a dispute between Customer and Digital Agent for service furnished to Customer which cannot be settled with mutual satisfaction, Customer may request, and Digital Agent will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.12.9 A fee of \$20.00 will be charged whenever a check or draft presented by Customer for payment for service is not accepted by the institution on which it is written.

### **2.13 Attorney Fees**

In the event that Digital Agent is required to initiate legal proceedings to collect any amounts due to Digital Agent, or to enforce any judgment obtained against Customer, or for the enforcement of any provision of this General Service Agreement or applicable law, Customer shall, in addition to all amounts due, be liable to Digital Agent for all reasonable costs incurred by Digital Agent in such proceedings and



enforcement actions, including reasonable attorney' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to Digital Agent, will be determined by the court based upon the reasonable costs actually incurred by Digital Agent.

#### **2.14 Severability**

Should any provision or portion of this General Service Agreement or Customer's Agreement be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this General Service Agreement or Customer's Agreement, as applicable, will remain in full force and effect.

#### **2.15 Transfers and Assignments**

Except as expressly provided herein or elsewhere in Customer's Agreement, Customer may not assign or transfer its rights or duties in connection with the services provided by Digital Agent without the written consent of Digital Agent.

#### **2.16 Governing Law**

This General Service Agreement shall be interpreted and governed by the laws of the State of Georgia without regard for its choice of law provisions.

#### **2.17 Notices and Communications**

2.17.1 Customer shall designate on the Service Order an address to which Digital Agent shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which Digital Agent's bills for service shall be mailed.

2.17.2 Digital Agent shall designate on the Service Order an address, which is currently Digital Agent, LLC, Suite 100, 1000 Circle 75 Parkway, Atlanta, Georgia 30339 to which Customer shall mail or deliver all notices and other communications, except that Digital Agent may designate a separate address on each bill for service to which Customer shall mail payment on that bill. Customers may also reach Digital Agent through its customer service telephone number, 678-444-3007.

2.17.3 All notices and other communications required to be given pursuant to this General Service Agreement will be in writing. Notices and other communications of either party, and all bills mailed by Digital Agent, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communications or bill with the U.S. mail, or a private deliver service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.17.4 Digital Agent or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

#### **2.18 Taxes and Surcharges**

##### **2.18.1 Generally**

2.18.1.1 Digital Agent will bill any and all amounts to Customers which may be assessed on Digital Agent as an assessment, franchise fee, privilege, license, occupation, excise or other similar tax or fees which may be imposed upon it by its underlying carrier or upon common carriers generally and passed on to Digital Agent or which is otherwise applicable to Digital Agents furnishing telecommunications services to end users.

2.18.1.2 The amount of any such charge which may be billed to each Customer will be determined on a pro rata basis as determined by the relationship between the telecommunications service provided to and billed to Customer's service location and the amount of the tax or fee imposed or passed on to Digital Agent as a result of its providing that telecommunications service.

2.18.1.3 All such taxes and surcharges will be listed as separate line items on Customer's bill and are not included in the quoted rates.

##### **2.18.2 Other Taxes and Surcharges**

Digital Agent will bill Customer, and Customer is responsible for, any other taxes, surcharges, fees or assessments (excluding taxes on Digital Agent's earnings and net income) imposed on or based upon the provision, sale or use of Digital Agent's services.



## 3 Description of Services

### 3.1 General

#### 3.1.1 Application to Interstate and International Long Distance Services

3.1.1.1 The following rates, terms, and conditions apply to interstate and international telecommunications services provided by Digital Agent. Digital Agent provides interstate and international long distance services through resale of the services of other carriers.

3.1.1.2 Rates, terms, and conditions applying to long distance services originating and terminating in the same state are not covered in this General Service Agreement but are set forth in Digital Agent's applicable tariffs.

#### 3.1.2 General Description

3.1.2.1 Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific Customer requirements. Services can be designed by Digital Agent based on Customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Digital Agent and Customer. Services are provided from presubscribed, dedicated or shared use access lines, consistent with Customer-specific information and objectives. Digital Agent retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit Customer's needs as may be specified in each service option. Long Distance Services will support Customer-specific seven and ten digit dialing plans.

3.1.2.2 Customer can expect a call completion rate of not less than 90% during peak use periods for all interstate and international Long Distance Services.

#### 3.1.3 Classes of Service

##### 3.1.3.1 Dial Station-to-Station

3.1.3.1.1 Dial Station-to-Station rates apply only to sent-paid, station-to-station dial-type telephone communications.

3.1.3.1.1.1 Dial-type telephone communication denotes a call dialed and completed by Customer from a telephone without the assistance of an operator and the call is not billed to a number other than the originating number. The services of an operator will not be used in connection with completing a call or in furnishing any information or assistance relating to billing or charges for such call.

#### 3.1.4 Description of Rates and Charges

##### 3.1.4.1 Application of Charges

Long Distance Services include recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer-specific basis where service demands or competitive necessity justifies such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Non-recurring charges for installation of a service and additions to service, as well as a Termination charge and Cancellation Charge, are also included.

3.1.4.1.1 Non-Recurring Charges are billed in advance.

3.1.4.1.2 Recurring Charges, including usage-sensitive charges, are billed in arrears.

##### 3.1.4.2 Installation Charge

Should a non-recurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this General Service Agreement.

##### 3.1.4.3 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A non-recurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

### 3.2 Application of Rates

#### 3.2.1 Rate Determination

The rate for a long distance call which is charged on a per minute basis may be determined by:





3.2.1.2 minutes of use;

3.2.1.3 length of the contract agreed to by Customer; and

3.2.1.4 the minimum dollar commitment for which Customer has agreed.

The specific factors which underlie the application of a rate to a given call are set forth in the rate section applicable to that type of call.

### 3.2.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following terms apply:

3.2.2.1 Calls are measured in durational increments identified for each service. Any portion of an applicable increment, after the appropriate minimum increment time for the call, will be rounded upward to the next increment. Calls less than the minimum increment will be rounded up to the minimum.

3.2.2.2 Timing on completed calls begins when the call is answered by the called party (i.e., when any two-way communication, often referred to as "conversation time" is possible). Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s) or by software utilizing audio tone detection. When software supervision is employed, up to sixty (60) seconds of ringing is allowed before the time is billed as usage of Digital Agent's network.

3.2.2.3 Timing terminates on all calls when the calling party hangs up or Digital Agent's network receives an off-hook signal from the terminating carrier, thereby releasing the network connection.

3.2.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.2.5 All times refer to local time.

### 3.2.3 Charges Based on Distance

Where charges for an interstate service are specified based upon distance, the following rules apply:

3.2.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating lines. The rate center is a set of geographic coordinates, as referenced in National Exchange Digital Agent Association, Inc. Tariff FCC No. 4 ("NECA tariff"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on Digital Agent's network (such as a dedicated toll-free line), Digital Agent will apply the rate center of Customer's main billing telephone number.

3.2.3.2 The airline distance between any two rate centers is determined as follows:

3.2.3.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above referenced NECA tariff.

3.2.3.2.2 Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.

3.2.3.2.3 Square each difference obtained in step (2) above.

3.2.3.2.4 Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

3.2.3.2.5 Divide the sum of the squares by 10.

3.2.3.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.2.3.2.7 Formula:

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

## 3.3 Service Offerings

### 3.3.1 Long Distance Message Telecommunications Service (MTS)



3.3.1.1 Long Distance MTS enables an end user to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the state in which the end user is located.

3.3.1.2 Long Distance MTS calls will be billed in 6 second increments with an initial billing period of 18 seconds.

3.3.1.3 The service is offered in two variations depending upon the method Customer employs to gain access to Digital Agent's network for use of the service:

3.3.1.3.1 Switched Long Distance MTS Service is a usage-based, direct-dialed interexchange service which utilizes switched access facilities on the originating end of each call.

3.3.1.3.2 Dedicated Long Distance MTS Service is a usage-based, direct-dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Dedicated access facilities connect Customer's trunk-compatible PBX or other suitable equipment to Digital Agent's or another telecommunications service provider's tandem. Customer shall be responsible for all costs and charges associated with the dedicated access facilities

3.3.1.4 Volume discounts and term commitments may be available from time to time on an Individual Case Basis.

### 3.3.2 Long Distance Toll Free Service (8XX Service)

3.3.2.1 Long Distance Toll-Free Service is an inbound communications service which permits calls to be completed at Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., 8XX+NXX-XXXX) which will terminate at Customer's location. Calls may originate from any location within the United States outside the state in which Customer is located and may terminate at Customer's location.

3.3.2.2 Long Distance Toll-Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds.

3.3.2.3 Long Distance Toll-Free Service is offered in two variations depending upon the method Customer employs to access Digital Agent's network for use of the service:

3.3.2.3.1 Switched Long Distance Toll Free Service calls are originated via normal shared use facilities and are terminated via Customer's local exchange access line. Switched Toll-Free Service provides Toll-Free calls to terminating points which utilize switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to the terminating party where the terminating party has subscribed to Digital Agent's switched access facilities for 800, 888, 877, 900 or other toll-free services, rather than billed to the caller.

3.3.2.3.2 Dedicated Long Distance Toll-Free Service (inbound '800\888') calls are originated via normal shared use facilities and are terminated utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to Digital Agent's Customer rather than to the originating caller. Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

### 3.3.3 Optional Features

#### 3.3.3.1 Toll Free Call Blocking by Area Code

At Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

#### 3.3.3.2 Toll Free Real Time Automatic Number Identification (ANI)

This feature provides Customers with dedicated T1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

#### 3.3.3.3 Toll Free Dialed Number Identification Service (DNIS)

This feature provides Customer with the dialed number identification, or dummy number, of each Toll Free call received.

#### 3.3.3.4 Toll Free Time of Day / Day of Week Routing

At Customer's request, a Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll-Free number to be routed to multiple locations based on the pre-set pattern.



### 3.3.3.5 Verified Account Codes

Authorization codes may be used by Customer to restrict or monitor long distance usage. Upon Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at Customer's request.

### 3.3.3.6 Calling Card Services

Digital Agent offers Calling Card Services to Customers who subscribe to Digital Agent's Long Distance Service calling plan. Customers using Digital Agent's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits Customers utilizing Digital Agent's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies.

## 4 Basic Rates and Charges

### 4.1 Domestic Interstate Telecommunications Services

#### 4.1.1 General

	Basic Per Minute Rate
4.1.1.1 Switched Long Distance MTS	\$ 0.1050
4.1.1.2 Switched Toll Free Service	\$ 0.1050
4.1.1.3 Dedicated Long Distance MTS	\$ 0.0750
4.1.1.4 Dedicated Toll Free Service	\$ 0.0750
4.1.1.5 Calling Card Service	\$ 0.2000

#### 4.1.2 Optional Features

	Basic Installation Charge	Basic Monthly Rate
4.1.2.1 Toll Free Options		
4.1.2.1.1 Directory Listing	\$20.00	\$18.00
4.1.2.1.2 Call Blocking by Area Code		\$0.00
4.1.2.1.3 Per change		\$100.00
4.1.2.1.4 Real Time ANI	\$200.00	\$100.00
4.1.2.1.5 DNIS Sending	\$75.00	\$35.00
4.1.2.1.6 Overflow to Dedicated	\$50.00	dedicated rate
4.1.2.1.7 Overflow to Switched	\$20.00	switched rate

#### 4.1.3 Change Charges

4.1.3.1 Expedited Facilities Change Charge	\$500
4.1.3.2 Urgent Change Charge (including weekend and evening work)	\$100
4.1.3.3 Administrative Change Charge	\$20

#### 4.1.4 Individual Case Basis Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis (ICB) and specified by contract between Digital Agent and Customer.

### 4.2 International Telecommunications Services

4.2.1 Switched or Dedicated Long Distance MTS rates for international calls are set forth on the following pages for calls to the destinations indicated.