

Terms and Conditions

Applicable to business Service Agreements with volume and/or term commitments signed prior to May 15, 2007

Your agreement with Harbor Communications, LLC (hereinafter "Harbor") is for the provision of Harbor provided services including, but not limited to, local services, Data services, tol1 calls, toll free calls, calling card calls, and any additional features or services ordered by you (the "Service"). Use of the Services by you or any individual authorized by you confirms acceptance of the terms and conditions described in this Agreement. This Agreement shall continue indefinitely until terminated by you or by Harbor. Termination notice should be sent to Harbor Communications, LLC at 1509 Government Street, Suite 300, Mobile, Alabama 36604. You may also terminate service by calling 1-866-832-7267. IN THE EVENT THAT YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF YOUR BUSINESS/RESIDENCE, YOU AGREE TO BE PERSONALLY RESPONSIBLE FOR THE TERMS OF THIS AGREEMENT.

You assume responsibility for all charges for the Service, as provided to you and/or as outlined in the current state/federal tariffs and/or described on Harbor's web site (www.harborcom.com). You shall also be responsible for all long distance charges, local services and usage charges, Provision of Data Services and Private Lines, as well as any federal, state or local assessments, surcharges and/or taxes, recovery charges for federal and/or state funding mechanisms, payphone surcharges, presubscription charges, and other charges related to the Service. Rates and call timing information are set forth in the applicable Harbor Tariffs, as amended from time to time, and may be obtained by contacting Harbor. Usage charges will be billed in arrears; recurring charges and non-recurring charges will be billed in advance.

All invoices shall be payable upon receipt. Payment will be considered past due if not received twenty (20) days following the date on which the bill was issued. Late payment charges compounded at 1.5% per month but not to exceed the maximum permitted by applicable state law, will be applied by Harbor to any amount due 30 days after date of invoice. Failure to pay your account will normally result in your account being placed in the hands of a third party for collection. I agree to pay reasonable costs of collection. If the delinquent account is referred to a collection agency, these costs include the collection agency fees. If the delinquent account is referred to an attorney, these costs include reasonable attorney fees. Additionally, I waive my right to claim exemption under the laws in the state of Alabama or any other state. Questions, concerns, or disputed charges should be directed to Harbor within 30 days of the date of the invoice or they will be considered accepted by the customer.

The Service may be used only for lawful and authorized purposes. By accepting this Agreement, you agree not to abuse or improperly or fraudulently use the Service or permit others to the same. You agree to pay for any and all use of Services, regardless of whether such use was authorized by you and agree to indemnify us from any claims that are the result of legal actions brought by any person you have allowed to use the Service. You will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, or code.

Harbor reserves the right to promptly refuse, limit the use of, interrupt or terminate the Service without incurring liability and with or without notice (i) for nonpayment of any amounts due, (ii) for provision of insufficient or fraudulent billing information, (iii) for breach of these terms and conditions or violation of applicable laws, rules or regulations, including, without limitation, illegal or fraudulent use or other abuse of the Service, (iv) by reason of an order of a court or governmental authority, (v) upon institution by or against you of any proceeding for relief under the Bankruptcy Code, your insolvency or the appointment of a receiver of your property,

or (vi) if Harbor deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents or services. Termination of the Service by Harbor will not relieve you of your obligations under these terms and conditions.

The obligation to furnish, and to continue to furnish the Service is dependent upon Harbor's ability, without unreasonable expense, to obtain, retain and maintain access to suitable facilities, agreements with service providers, and governmental authorizations. The Service may be temporarily refused or limited due to capacity limitations or to other circumstances beyond Harbor's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations or repairs.

Lost, stolen, or compromised calling cards should be promptly reported by calling 1-866-832-7267. When you report a lost or stolen card, Harbor will disable your assigned calling card number and issue you a new card. Harbor shall not be liable for any claim, loss or refund as a result of loss, theft, or fraudulent use of card codes, authorization codes or access numbers associated with any issued calling card or debit card. Pursuant to Regulation Z, 12 CFR .226.12(b)(5), Customer hereby agrees that, if it is an organization and Harbor issues it 10 or more calling cards for use by its employees, customers shall be liable for the unauthorized use of any calling card.

HARBOR DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE LIABILITY OF HARBOR FOR ALL CLAIMS OF WHATEVER NATURE ARISING FROM OR RELATED TO THE PROVISION OF SERVICE SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE SERVICE CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, ACCIDENT, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE PROVISION OF THE SERVICE OCCURS. IN NO EVENT SHALL HARBOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, ACTUAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOSS OF CUSTOMERS OR GOODWILL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

This Agreement sets forth the entire understanding between the parties and supersedes any prior oral or written offers or proposals made by Harbor or its representative of the Customer and Harbor. Any waiver of any breach of or failure to comply with any provision of this Agreement shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any provision hereof. If any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, statute or ordinance of any jurisdiction, such invalidity shall not impair the operation of or affect those provisions in any other jurisdiction or any other provisions hereof which are valid, and the invalid provisions shall be construed in such manner as shall be as similar in terms to such invalid provision as may be possible, consistent with applicable law. This Agreement shall be in all respects governed by and enforced in accordance with the laws of the State of Alabama. Venue for an action concerning this Agreement shall be in the County of Mobile, State of Alabama.