

**LACKAWAXEN LONG DISTANCE
INTERSTATE and INTERNATIONAL LONG DISTANCE
CUSTOMER SERVICE AGREEMENT**

Effective on and after August 1, 2001, this Customer Service Agreement ("Agreement") sets forth the rates, terms and conditions, as they may be modified from time to time, under which Lackawaxen Long Distance ("Company") will provide you interstate and international long distance services ("Service") between points within the United States and between points within the United States and other countries. As used herein, "you" or "your" refers to the individual or entity using or paying for the Service. USE OF THE COMPANY'S SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE RATES, TERMS, AND CONDITIONS. IF YOU DO NOT AGREE TO THESE RATES, TERMS AND CONDITIONS DO NOT USE THE SERVICES AND CANCEL THE SERVICES IMMEDIATELY BY CALLING LACKAWAXEN LONG DISTANCE AT (570) 685-7115.

1. **AVAILABILITY OF SERVICE.** Subject to the availability of facilities and subject to transmission and like conditions, Service is available for your use twenty-four (24) hours a day, seven (7) days a week. The current rates for the Service are provided with this Agreement and are incorporated herein by reference.
2. **USE OF SERVICE.** You may use the Service for any lawful purpose. Any unlawful use of the Service is strictly prohibited and may be grounds for immediate termination of Service by the Company.
3. **RATES AND CHANGES IN RATES, TERMS AND CONDITIONS.** Current rates and rate plans appear in the separate attachment provided with this Agreement. The Company reserves the right to make price or term changes at any time. The Company may increase prices for Service or make material changes in these terms and conditions upon providing three (3) days' advance notice. The Company may elect to provide such notice by any reasonable commercial method including, but not limited to, a bill insert, a bill message or posting the change on our website at www.ltis.net. Increases in prices or material changes in these terms and conditions necessitated by governmental or legislative mandates or Lackawaxen Long Distance's participation in government programs will be effective three (3) days after notice of the change was posted on the Company's website. The Company may decrease prices or charges, or make immaterial changes in these terms and conditions at any time. You agree that you will be bound by any change in the rates, terms and conditions of the Service unless you cancel your Service as provided for in paragraph 13 below prior to the effective date of the change. The Company maintains updated rates, terms, and conditions in its office located at Hotel Road, Rowland, PA 18457 and on its website at www.ltis.net.
4. **LIABILITY OF THE COMPANY.** The liability of the Company, if any, for interruption, delays, or failures in transmissions ("Service Problems"), whether caused by the negligence of the Company or otherwise, is expressly limited to credits issued by the Company to you. No credit will exceed the charges billed by the Company to you for the period during which the Service Problem occurred. The Company will issue a credit only when the Service Problem lasts more than twenty-four (24) hours. The Company reserves the right to require you to apply for any such credit in writing. The Company may also deny your request for credit where your evidence is inconclusive or the request for credit is otherwise unwarranted or insufficient.

In no event is the Company liable to any person for any cost, damage or harm whatsoever arising from:

- (a) your negligence or willful act;
- (b) the attachment or use of any equipment or wiring by you which you use in conjunction with the Service;
- (c) the use of any facilities of other carriers by the Company in rendering the Service to you;
- (d) errors or omissions associated with your telephone number or listing information provided via directory assistance; or
- (e) any acts beyond the control of the Company including, but not limited to:

- (1) acts of God, riots, fire, flood or other catastrophe; or
- (2) any law, regulation, directive, order or request of any a federal or state governmental authority or agency having jurisdiction over the Company.

Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect damages, incidental damages, actual monetary damages (special damages), damages awarded to punish outrageous conduct (punitive damages), damages occurring as a natural result of the Company's lawful acts (consequential damages) or exemplary damages. These limitations apply under any legal or equitable theory and whether or not the damages were foreseeable.

- 5. INDEMNITY.** You agree to indemnify and hold harmless the Company for any liability with respect to any and all claims and damages, of every kind (including specifically actual monetary damages or damages occurring as a natural result of the Company's lawful acts), arising from your use of the Service. Your indemnity of the Company also extends to:
- (a) any claims or damages arising out of or attributed, directly or indirectly, to Service Problems;
 - (b) any claims or damages of the owner of your premises or equipment; or
 - (c) any other third party claims and damages.

Further, you agree to reimburse the Company for all costs and expenses related to the defense of any such claims, including attorney's fees, unless such claims are based on our willful misconduct or gross negligence. This provision will continue in effect even after the Agreement ends.

- 6. NO WARRANTIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PROVISION OF ITS SERVICES, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 7. PAYMENT.** You will provide the Company your name, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. All information provided must be accurate, and the Company has the right to access and verify credit information.

Once Service is activated, you are responsible for paying all charges associated with the Service. Monthly Service charges are billed in advance and usage charges are billed in arrears. All bills from the Company are due by the twentieth (20th) day after the bill date and are payable at the Company's office as designated on the bill. The Company may apply a late fee of the lesser of one and one-half percent (1.50%) per month or the maximum rate permitted by law to each of your bills not paid by the due date. You are responsible to pay all the Company's costs of collection, including bank charges and reasonable attorneys' fees.

If your check, bank draft or other form of payment is returned for insufficient funds, the Company will charge you an additional \$15.

- 8. CALCULATION OF USAGE.** Charges for usage-based Service offered by the Company begin when the connection is established. Charges are assessed in increments of one (1) minute, with additional seconds rounded up. Where charges for Service vary due to time of day, time responsible to pay all the Company's costs of collection, including bank charges and reasonable attorneys' fees.

If your check, bank draft or other form of payment is returned for insufficient funds, the Company will charge you an periods are defined in the Company's rate tables and are determined by the local time of the location where the call originates. When a call is established in one rate period and ends in another rate period, the rates are based on the portion of your call that occurs within each rate period.

- 9. TAXES, FEES AND SURCHARGES.** In addition to the charges for the Service, you are also responsible for paying all applicable taxes, including federal, state and local use, excise, sales or privilege taxes, and all fees chargeable to or against the Company as a result of its provision of Service to you.

- 10. BILLING DISPUTES.** If you believe you have been billed in error, you must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or

adjustments will not be issued for any charge that is more than sixty (60) days old. You may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. The Company will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within ten (10) days thereafter, and if you fail to pay this amount within the time required, your account will be deemed past due and unpaid. In such event, the Company will be entitled to terminate your Service immediately without any liability whatsoever and/or require an additional deposit. In addition, any payments you withheld pending resolution of the dispute may be subject to a late payment fee of one and one-half percent (1.50%) per month for the period during which such charges remain unpaid.

11. BILLING ENTITY CONDITIONS. When billing for the Company's Services is performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such entities also apply, including any applicable interest and/or late payment charges.

12. DEPOSITS. The Company reserves the right to require you to make a deposit to guarantee payment for Service before activating Service. After your Service is activated, if your actual monthly usage exceeds your estimated monthly usage by more than ten percent (10%), the Company may also require a deposit or additional deposit.

The Company will return your deposit as follows:

- (a) when an application for Service has been cancelled prior to the time that your Service is activated, your deposit will be applied to any existing charges, and any excess portion of the deposit, if any, will be returned by the Company within sixty (60) days following settlement of your account;
- (b) upon the discontinuance of Service, the Company will refund your deposit to the extent that it exceeds any unpaid charges for Service provided to you; or
- (c) the unused portion of a deposit will be refunded to you if you have paid each bill rendered by the Company for Service within the prescribed period for each of the twelve (12) months after the date the deposit was made.

The refunding or crediting of your deposit and accrued interest in no way relieves you of your obligation to comply with all of the terms and conditions of this Agreement or from making payments when due.

13. TERMINATION OF SERVICE BY THE CUSTOMER. Upon providing the Company adequate information as to your identity, you may terminate Service by notifying the Company. All amounts due under the terms and conditions of the Service plan selected are immediately due and payable. If you notify the Company by calling the number identified in the beginning of this Agreement, notice will be effective as of the date the Company's records indicate you made the call.

14. TERMINATION OF SERVICE BY THE COMPANY. The Company may immediately terminate or withhold Service to you without incurring any liability whatsoever for the following reasons:

- (a) nonpayment of any sum due for Service where your charges remain unpaid more than seven (7) days following written notice of nonpayment from the Company mailed, postage prepaid, to your last known address;
- (b) your acts or omissions which constitute, in the reasonable opinion of the Company, a violation of or a failure to comply with any term of this Agreement, and where such violation or failure to comply with a term of this Agreement threatens to interfere with the Company's operations or its furnishing of Service to, or the use of Service by, another customer of the Company;
- (c) the implementation of any order of a court of competent jurisdiction, or of a federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing you Service;
- (d) where you have failed or neglected to tender any additional or required deposit within seven (7) days of demand by the Company; or

- (e) where the Company reasonably deems partial or complete termination of Service is necessary to prevent unlawful use of its Service.

In the event your Service is partially or completely terminated for any of the reasons stated herein, you will remain responsible for all unpaid Service charges due and owing to the Company. The Company will have the right to apply your deposit and any accrued interest to all cancellation charges and to all associated outstanding charges associated with your Service. If you seek reinstatement of Service following a partial or complete termination of Service by the Company, you will pay to the Company prior to the time Service is reinstated: (a) all accrued and unpaid charges; and (b) a deposit.

- 15. TESTING AND INSPECTIONS.** Without incurring any liability whatsoever, the Company may, at any time, interrupt the provision of Service to you in order to perform tests and inspections to assure compliance with this Agreement and/or the proper installation and operation of either your equipment and facilities or the Company's equipment and facilities. The Company may continue such interruption until any noncompliance or improper equipment or facilities identified is corrected.
- 16. NO WAIVER.** Based on the circumstances presented, the Company may waive certain of the requirements stated in this Agreement. Such waiver will be limited to that set of specific circumstances, will not be construed to operate as a subsequent waiver and will not eliminate your obligation to continue to comply with the terms and conditions stated herein.

17. MISCELLANEOUS.

- a. Assignment.** The Company may assign any or all of our rights or duties under this Agreement without notice to you. If assigned, the Company has no further obligations to you. You may not assign this Agreement or the Services without the prior written consent of the Company.
- b. Governing Law.** This Agreement will be construed and interpreted under the law of the Commonwealth of Pennsylvania, without regard to any choice of law rules. This section applies regardless of where you reside, or where you use or pay for the Service.
- c. Entire Agreement.** This Agreement, and any attachments hereto, constitutes the entire agreement between you and the Company and supersedes all prior written or oral agreements, understandings, statements or proposals and representations. This Agreement may only be changed as provided for herein. No written or oral statement, advertisement, or service description not expressly contained in this Agreement shall be used to contradict, explain or supplement this Agreement.
- d. No Third Party Rights.** This Agreement does not provide any third party with a remedy, claim or right of reimbursement.
- e. Severability.** If any part of this Agreement is found by a court of competent jurisdiction to be invalid and unenforceable, the rest of the Agreement is not affected and remains valid and enforceable.