

General Service Agreement For Small Business Customers

http://business.mci.com/mci_service_agreement/sb_index.jsp

Effective Date – July 1, 2020

General Service Agreement for Small Business Customers

Thank you for choosing service from MCI Communications Services LLC or their successors (“Company”).

PLEASE READ THIS GENERAL SERVICE AGREEMENT CAREFULLY.

This governs the relationship between you (“Customer”) and the Company and explains, among other things, the following:

- I. The Agreement
- II. Service
- III. Restrictions on the Use of Service
- IV. Payment Obligations
- V. Cancellation of Service
- VI. Liability
- VII. Privacy
- VIII. Dispute Resolution
- IX. Miscellaneous Provisions

I. THE AGREEMENT

The Customer’s agreement (“Agreement”) with the Company consists of this General Service Agreement, the Company’s website, and the current terms of any optional calling plan (for example, “MCI Basics(sm) for Small Business”; “MCI One Advantage(sm) for Small Business”), promotion, and/or authorized written communications the Customer has received from the Company. If the Customer has not selected an optional calling plan, all of the Company’s Basic Service(s) and Rates (described below) will apply. If the Customer has selected an optional calling plan, only some of the Company’s Basic Service(s) and Rates will apply.

BY ENROLLING IN, USING, OR PAYING FOR COMPANY SERVICES, THE CUSTOMER AGREES TO THE RATES, CHARGES, AND TERMS AND CONDITIONS IN THIS AGREEMENT. IF THIS AGREEMENT IS NOT ACCEPTABLE, THE CUSTOMER SHOULD NOT USE THE SERVICES AND SHOULD NOTIFY THE COMPANY IMMEDIATELY AT 1-800-444-2222 (CUSTOMERS OF COMPANY SERVICE FORMERLY OFFERED BY TTI NATIONAL MAY CONTACT COMPANY AT 1-800-893-5094).

The Company may change this Agreement at any time. Any changes to the Customer's Interstate Dial 1 rates will become effective only after the Company notifies the 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 with the Customer's invoice; (iii) by calling and speaking to the Customer or by leaving a message for the Customer; or (iv) by e-mail, with the Customer's consent. Written notice to the Customer will be sent to the Customer's last known address as reflected in the Company'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 the Company's records. At a minimum, changes to any other rates, charges (including rates and charges for international services), or terms or conditions in the Agreement will be published in the Company's website at least 15 days in advance of such change and will be incorporated by reference into this Agreement.

For purposes of the Agreement, “Customer” means the Small Business Customer, defined as either (i) the person or Small Business entity identified in the Company's account records as responsible for payment of all charges; or (ii) any other person or entity with actual or apparent authority to represent that person Small Business entity or to use the service(s). This Agreement covers the Customer's state-to-state and international services and charges. Rates and charges for international calls and any additional terms and conditions associated with such calls can be found by visiting the Company website at http://www.mci.com/sb/service_agreement or by calling Company Customer Service toll-free at 1-800-444-2222 (Customers of Company service previously offered by TTI National may contact Company at 1-800-893-5094). To the extent permitted by law, this Agreement also covers the Company's local or intrastate service(s) and charges and the Company's dial around service(s) and charges, where the Agreement's provisions relating to these services and charges are not in conflict with applicable tariffs filed with state or federal agencies. The rates and charges found in the Agreement are effective as of November 1, 2018, and are subject to change. For the Customer's most current rates and charges, the most current version of this General Service Agreement, or if the Customer has questions about the Company's services, the Customer should visit the Company's website at http://business.mci.com/mci_service_agreement/sb_index.jsp or call toll-free at 1-800-444-2222 (Customers of Company service previously offered by TTI National may contact Company at 1-800-893-5094).

II. SERVICE

A. Optional Calling Plans

If the Customer requests an optional calling plan, that calling plan is described in a separate document that is either included along with this General Service Agreement or was sent to the Customer when the Customer initially selected the calling plan from the Company. For the current terms of any optional calling plan, the Customer should visit the Company's website at http://business.mci.com/mci_service_agreement/sb_index.jsp or call toll-free at 1-800-444-2222 (Customers of Company service previously offered by TTI National may contact the Company at 1-800-893-5094). The terms of the Customer's optional calling plan are incorporated by reference in this Agreement. Please note that, under an optional calling plan that has different per minute rates for different time periods, when a call is begun during one time period and then ends during another time period, the rate for each time period applies for the portion of the call occurring during that time period.

B. Promotions / Bonus Offers

Promotions and/or bonus offers may be communicated to the Customer orally or in writing at the Company's discretion. For all promotions or bonus offers, a Customer's eligibility is limited as follows:

1. Only one bonus/affinity program at any one time will be associated with any account or Customer.
2. Only one enrollment bonus will be awarded to any Customer.
3. Sign-up bonuses or promotions are available only to new Customers of the Company.
4. To receive on-going benefits of a bonus award or promotion, a Customer must be a customer of the Company and in good standing at the time such award or promotion is scheduled to be granted.
5. The Company reserves the right to amend or terminate bonus programs and/or promotions upon appropriate notice to the Customer.
6. If a Customer is eligible to receive either free minutes of calling or airline frequent flyer miles under any Company promotion(s), the Customer will not be eligible to receive, during any 12-month period, a total amount of free minutes of calling in excess of 1,500 minutes, or a total amount of airline frequent flyer miles in excess of 25,000 miles, not including miles earned for ongoing usage of Company services.

C. Basic Services and Rates

Set forth below are the Company's basic rates for listed services. The rates in Paragraphs C.1-5 and C.8 below may not apply if the Customer has enrolled in an optional calling plan, but the rates in Paragraphs C.6-7, C.9 and C.10 below will apply regardless of any optional calling plan in which the Customer has enrolled.

1. Basic Interstate Dial 1 (Commercial Dial 1)

This service allows the Customer to place a long distance call to any location within the U.S. Mainland, Alaska, Hawaii, or certain U.S. territories, from its Small Business telephone number(s) that are presubscribed to the Company for long distance service and that are located within the city or cities in which the Customer maintains an active account with the Company.

Peak (7am-6:59pm M-F) \$0.85
Off-Peak (all other time) \$0.64

When a call is begun during one time period and then ends during another time period, the rate for each time period applies for the portion of the call occurring during that time period.

2. International Services

This service allows the Customer to place a long distance call to an international location, if the Customer has selected the Company for long distance service and the Customer's telephone number is located within the U.S. mainland, Alaska, Hawaii, or certain U.S. territories. The Customer may find international rates and charges on the Company's website at http://business.mci.com/mci_service_agreement/sb_index.jsp or by calling Company Customer Service toll-free at 1-800-444-2222 (Customers of Company service previously offered by TTI National may contact the Company at 1-800-893-5094). The Customer may place a call to an international location from the Customer's telephone by dialing 011 + country code + telephone number for countries other than Canada and certain Caribbean areas, or by dialing 1 + area code + telephone number for Canada and certain Caribbean areas.

Toll Free Service from Canada: For customers of Company service who subscribe to one of the Business Benefits products formerly provided by TTI National, the Business Benefits products provide a Customer with toll free telephone number(s), on either a switched or dedicated network connection, as requested by the Customer, with which the Customer may receive calls from any location in Canada and the Customer's account will be billed for these calls at the following per-minute rates, based on termination type: Per-Minute Rate: Switched \$0.1900
Dedicated \$0.1800

3. Basic In-State Dial 1 Long Distance and Local Toll

This Agreement applies to in-state long distance and local toll calls in those states that do not regulate rates through filings with the state public utility commission. Rates vary among such states and are subject to change, so the

Customer should contact the Company for specific rate information. Current basic in-state Dial 1 rates in such states do not exceed \$0.50 per minute.

4. Directory Assistance

The Customer may access Directory Assistance ("DA") by dialing 1 + area code + 555-1212. A charge will be applied to each call for information for any telephone number in the U.S. mainland, Alaska, Hawaii, the U.S. territories, and certain international locations. One request may be made on each DA call. The DA charge applies to each call regardless of whether or not the DA operator is able to furnish the requested telephone number.

Per-Call Charge: \$3.49

Additional Per-Call Charge for Call Completion. The Customer requests a live or automated Company operator to complete a call to the DA listing requested: \$0.35

Directory Assistance for International Location Calls: Service is accessed by dialing "00" which connects the Customer with a Company operator who will assist the Customer in obtaining directory assistance in countries outside of the U.S.

For all countries outside of the U.S. (except Canada): \$7.94

For Canada: \$2.49

5. Operator Assistance

The following rates and surcharges apply to long distance calls that are completed with the assistance of the Company's automated or live operator services, except that the surcharges do not apply for calls to certain international locations that may be reached only with the assistance of operator services (see our website at http://business.mci.com/mci_service_agreement/sb_index.jsp for a list of such international locations, or call Company Customer Service toll-free at 1-800-444-2222; customers of Company service previously offered by TTI National may contact the Company at 1-800-893-5094). These operator services options can be accessed by dialing "00" or by dialing 0 + the interstate long distance area code + the 7-digit number. Commercial credit card billing for operator assisted calls is not available where payment is made via an automated or live operator.

Per-Minute Rate for all calls identified in this section: \$1.27

A Per-Call Surcharge of \$6.50 applies to each of the following types of calls:

Station-to-Station The Customer places a call by using the Company's operator services to reach another number and the call is billed to the originating number.

The following Per-Call Surcharges also may apply to calls using the Company's operator services and, if applicable, will be applied in addition to the above surcharges: Operator Dialed The Customer uses a live Company operator to dial the call. \$1.55

MCI Default Service Operator Surcharge This surcharge applies: (i) to calls made when all the following 3 conditions apply: (1) when a call is completed over the Company's network and the caller does not have an active account with the Company ("MCI Default Service Product"); (2) with a non-Company issued calling card or a credit card; and (3) by using the Company's operator services; and (ii) to calls made when both of the following 2 conditions apply: (1) after the cancellation of the Customer's Company service and the Customer's telephone line actually remains designated to the Company at the local telephone company's switch and (2) by using the Company's operator services. \$3.50

Different rates may apply for operator service-assisted calls considered "local" or "intraLATA" calls. The Customer should contact the Company for specific rate information.

8. Basic Minimum Monthly Charge

In any month, the Company will bill the Customer a minimum of \$25.00 for the Customer's total usage charges for any or all of the Basic Services in II.C.1-7 above. If, in any month, the Customer's total usage charges for any or all of such Basic Services are less than \$25.00, the Company will bill the Customer an additional amount for the difference, so that the Customer's total usage charges for any or all of such Basic Services for that month are equal to the \$25.00 monthly minimum charge.

9. Rounding Policy

For billing purposes, the length of each call is rounded to the next higher full minute. For customers of Company service previously offered by TTI National, the length of each international call is rounded at six (6) second intervals, following an initial 30-second minimum. Except for Basic Interstate Dial 1 calls, if the computed charge for a call includes a fraction of a cent, the fraction is rounded to the nearest whole cent. The computed charge for Basic Interstate Dial 1 calls is rounded down to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded to the nearest whole cent.

10. Other Charges

a. Federal Universal Service Fee (“FUSF”)

This rate is determined quarterly by the Federal Communications Commission. The current rate may be found at: http://business.mci.com/mci_service_agreement/sb_fusf.jsp.

b. Federal Excise Tax Surcharge related to air travel awards

If the Customer receives airline miles, flight credits, or other air travel awards in relation to the Customer's Company account, then the Customer will receive this surcharge on its invoice, after the miles, flight credits, or other travel awards are posted to the Customer's airline account. The surcharge will not exceed \$0.0013 per mile or other air travel award earned; and the surcharge for flight credits will not exceed \$1.1000 per flight credit earned.

c. Carrier Cost Recovery Charge

The Company imposes a monthly charge in order to recover expenses the Company incurs with regard to the national fund for Telecommunications Relay Service, national number portability, access charges, and federal regulatory fees and programs. This charge, assessed on the Customer's state-to-state and international charges, is 3.5% per account per month for all long distance customers.

d. Billing Charges

The Company will assess a fee to receive the Company billing through certain billing arrangements. If you receive a monthly paper invoice directly from the Company, you will be subject to a monthly \$1.99 Paper Billing Fee. The Paper Billing Fee will not apply toward the satisfaction of usage volume requirements. Customers that are eligible and enroll in the MCI EasyPay with eAlert program also will not receive this charge, as well as receive a \$1 billing discount each month (The Paper Billing Fee does not apply to customers of Company service formerly offered by TTI National.)

e. Payphone Use Charge

Charges for calls that originate from any payphone in the U.S. or the U.S. territories and are carried over the Company's network will include a \$0.55 charge. This charge will be in addition to applicable basic charges and surcharges.

f. Carrier Access Charge (Primary Interexchange Carrier Charge)

Monthly charge per each telephone number on the Customer's account: \$0.24

Multi-line Small Business customers of Company service formerly offered by TTI National will receive the Carrier Access Charge (Primary Interexchange Carrier Charge) as follows:

Monthly charge per each telephone number:

On the multi-line Small Business Customer's account: \$2.61

On the ISDN BRline on a Small Business Customer's account: \$2.61

On the ISDN PRline on a Small Business Customer's account: \$0.54

On a SuperTrunk line on a Small Business Customer's account: \$0.54

On a Small Business Customer's Centrex System: \$0.26

g. Accounting Code Summary

This feature provides the Customer with 3-digit authorization codes. This feature is only available in areas where the Company has billing arrangements with a local telephone company that permit this type of billing. The Customer will be charged \$10.00 installation fee and a \$10.00 monthly fee, per account, if the Customer selects this feature.

h. Taxes

1. The Company's charges for services provided to the Customer do not include:

a. applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;

b. any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;

c. other taxes;

d. tax-like charges to recover amounts the Company is required by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs;

e. other tax-like charges; and

f. a tax-related surcharge imposed on all charges (net of bad debts) for outbound service originating in, or inbound service terminating in, a jurisdiction which levies, or asserts a claim of right to levy:

1. a gross receipts tax, a license tax, or other tax like charge on the Company's operations in that jurisdiction based on the Company's gross receipts, revenues or operations in that jurisdiction; or

2. a tax on interstate access charges incurred by the Company for access to telephone exchanges in that jurisdiction based on the amount paid for interstate access charges in that jurisdiction; and

g. a tax-related surcharge in addition to the other charges for service, based on billing availability, equal to 3.0% of the total interstate and international charges (including usage and nonusage) after the application of applicable discounts and credits, which allows the Company to recover a portion of the property tax that it pays to state and local jurisdictions.

2. All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Tax(es)." The Company may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. The Customer agrees to pay all Taxes imposed. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the amounts collected were retained by the Company or if they were delivered over to the jurisdiction and returned to the Company, or it will negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.

3. If the Customer provides the Company with a duly authorized tax exemption certificate, the Company will exempt the Customer in accordance with law, effective on the date the Company receives the certificate.

4. Taxes based on the Company's net income will be the Company's sole responsibility.

5. If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, the Customer will provide the Company with official tax certificates documenting remittance of the taxes. The tax certificates will be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against the Company's U.S. corporation income tax, and will be accompanied by an English translation. Upon receipt of the tax certificate, the Company will issue the Customer a credit for the amounts represented thereby.

i. Additional Surcharges

The Company may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasigovernmental authorities to collect from others or pay to others in support of statutory or regulatory funds, fees, or programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Universal Service funding, utility and other fees imposed on communications providers, and compensation payable to payphone service providers for use of their payphones to access the Company's service.

j. Telecommunications Relay Service ("TRS") Discount

TRS is comprised of several services including traditional relay services providing "translation services" between a hearing-impaired or speech-impaired individual using a Text Telephone ("TTY") and the spoken word of a hearing individual using a voice telephone. Other relay services such as Speech to Speech and Video Relay are also available. TRS is available any day at any time at no extra charge. If the Customer places a call via the Company's National TRS Center, the Customer will receive a 15% interstate discount off the Company's basic rates during all time periods. TRS calls are not eligible for any discounts or rates associated with optional calling plans and/or promotions. The TRS discount does not apply for calls placed to 900-type information service numbers.

III. RESTRICTIONS ON THE USE OF SERVICE

A. The Company offers its services subject to availability of facilities, limitations of service offerings, and the provisions of this Agreement.

B. The Customer may not resell the services covered by this Agreement in any manner, including, but not limited to, as a wholesaler or aggregator. Also, services provided by the Company under this General Service Agreement for Small Business Customers will not be used:

1. For any unlawful purpose; or

2. For making telephone calls that terminate into electronic information services, pay-per-call services, or other domestic or international audio text services; or

3. For international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision; or

4. For residential purposes.

C. The Company may (a) deny, for any lawful reason, the Customer's request for service, or (b) limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet

reasonable service expectations; furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.

D. The Company may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

E. Whenever call blocking occurs on lines designated to the Company at the local telephone company's switch, customers or former customers will be unable to access the Company's network in order to make long distance and local toll calls, including, but not limited to, placing calls by dialing 1+ or 1010222 or by dialing any dial around code belonging to the Company.

IV. PAYMENT OBLIGATIONS

A. The Customer is responsible for payment of all charges for services furnished to the Customer, including any applicable minimum monthly billing commitment or underutilization charges. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities, or services interconnected to the Customer's service, undertaken or caused by third parties, including, without limitation, the Customer's employees or other members of the public. The Customer is responsible for payments made to anyone other than directly to MCI or to an authorized MCI payment agent. An authorized MCI payment agent is a third party expressly authorized by MCI to accept and forward payments to MCI. The Customer may determine the location of authorized payment agents in the Customer's area by calling 1-800-450-5260 (customers of Company service formerly provided by TTI National may call 1-800-853-4495).

B. The Customer must promptly notify the Company of any change in the Customer's invoicing address or, if applicable, in the credit card or bank account used for payment. The Customer should notify the Company via Customer Service or U.S. mail to the following address: PO Box 4830, Trenton, NJ 08650-4830.

C. Usage charges and any recurring monthly charges are billed after each billing period. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective. Charges for service may include 1) non-recurring or one-time charges that are payable when the service with which they are associated has been performed. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with service provided to a Customer, those charges, along with the Company's own internal costs incurred in connection with service for which a Company-imposed nonrecurring charge is specified, will be charged to the Customer; 2) recurring charges which are fixed in amount and not dependent on usage are billed in advance; 3) usage charges which are billed after each usage cycle; or 4) minimum monthly billing commitment charges.

D. The Company's bills for service are due upon receipt and subject to a late charge as applicable in the Customer's state. Amounts not paid within 21 days of the invoice date (or 30 days for customers of Company service formerly provided by TTI National) will be considered past due. If the Company becomes concerned at any time about the Customer's ability to pay for services, the Company may require that the Customer pay its charges within a specified number of days and/or that the Customer make such payments in cash or the equivalent of cash.

E. If the Customer's telecommunications payment history is not acceptable to the Company or if the Customer's telecommunications payment history is unknown or indeterminable, the Customer may be required, at any time, to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to the Company and authorization for the Company to charge usage to the Customer's credit card account; or (iii) agreement that the Customer's usage of the Company network and services will be subject to toll usage limits to be determined by the Company. Prior to the Customer's compliance with this request, the Company reserves the right to cease accepting and processing service orders. The Company may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate. The Company may refuse to furnish services if any charges owed by the Customer to the Company or any Company affiliate are past due for service(s) provided to the Customer.

F. Where a local telephone company purchases the Company's customer receivables, late payment provisions imposed by the local telephone company will apply to the Customer's Company service.

G. If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company, the Customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

H. In the event payment is made by check and the Customer's check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a \$10.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.

I. If billing systems or other support are not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.

J. Handling of Certain Specific Credits

1. If the Customer's account has been closed but has a credit balance remaining, the Company will transfer the credit to another account of the Customer, if there is one. If the Customer does not have another account and if the credit balance amount is \$10 or more, the Company will mail a check for the balance to the Customer. If the Customer does not have another account and if the credit balance amount is less than \$10, then the Company will mail a check for the balance to the Customer upon its request, provided the Customer makes its request within 12 months of the closing of the Customer's account. For customers of Company service formerly offered by TTI National, if the payment is returned by the post office as undeliverable, the Company will begin applying a closed-account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund of the remaining balance or the balance is exhausted.

2. Customers whose telephone line is designated to the Company at the local telephone company's switch and who have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per call charge and any applicable operator assistance surcharges specified by the Company for domestic Directory Assistance calls made by dialing Area Code + 555-1212. Only one telephone number per location is entitled to this credit. A maximum of fifty directory assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit. The actual credit for any one call to directory assistance (including operator assistance surcharges) will not exceed \$5.00.

3. Promotional and other credits offered by the Company in the marketing of its services cannot be assigned, but must be used by the entity to which they were offered and that earned them in strict accordance with the terms of the offer.

4. In the event that the Customer has been awarded a promotional credit for subscribing to the Company service and does not use the service within 12 months following the date of the Customer's service order, the Company reserves the right to cancel the credit from the Customer's account and collect the sum involved from the Customer.

5. A credit allowance will be given, or the charge that would otherwise apply will be waived, when (a) the Customer experiences poor transmission or are cut off during a call to Directory Assistance or (b) the Customer is given an incorrect telephone number by a Directory Assistance operator. To obtain such a credit/waiver, the Customer must notify the Company.

6. Except as provided in Paragraphs IV.J.2 and IV.J.5 above on pertaining to Directory Assistance, the following credit allowances for interruptions of the Company services will be made:

a. For all of the Company's domestic services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in the Company's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which interruption can be remedied by redialing the call:

1. A credit allowance will be made for that portion of a call that is interrupted due to poor transmission (for example, noisy circuit), one way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in the Company's service. The Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Company Customer Service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

2. Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. If the Customer reaches a wrong number, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Customer Service Representative. This credit allowance for reaching wrong numbers is limited to an aggregate total of \$100 over a 12-month period.

b. For interruptions in service due to the performance of the telecommunications network furnishing the Company

service where such interruptions exceed an individual call and cannot be remedied by redialing the call, the Customer will be given a credit allowance for an interruption subject to conditions related to location, timing, and other pertinent conditions. To receive a credit, the Customer must notify a Company Customer Service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time of the service interruption.

7. No credit allowances will be made for:

a. Interruptions caused by the Customer's negligence or the negligence of others authorized by the Customer to use the Customer's Company-provided service.

b. Interruptions due to the failure of power, equipment, systems, or services not provided by the Company.

c. Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the Customer's services are terminated.

d. Interruptions during any period when the Customer has released the service to the Company for maintenance or rearrangement purposes, or for the implementation of the Customer's order.

e. Interruptions during periods when the Customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

f. Non completion of calls due to network busy conditions.

g. Interruptions not reported to the Company. An interruption period begins when the Customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted. If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

8. Fraud Credits

a. The Company will issue full credit for invoiced charges for Customer calls when the charges are determined to result from a "theft of service" involving (a) "Clip-on-Fraud" verified by the Customer's local service provider and associated with equal access service (1010XXX or 1+/0+/0-); or (b) theft of identity; or (c) theft of service not including services covered in Section 8. (b). A "theft of service" is the unauthorized use of the Customer's service following its theft by a third person over whom neither the Customer nor an authorized user possesses an ability to control. Under no circumstance will credit be issued for service use resulting from the acts or omissions of the Customer or any authorized user, or from the acts of any of the Customer's or authorized user's employees, former employees, agents, vendors or independent contractors. To qualify for credit, the Customer must establish the alleged fraudulent charges to the reasonable satisfaction of the Company and notify the Company in writing within 90 days of receipt of the first invoice containing alleged fraudulent charges. In the event a PCS or cellular phone or pager is lost or stolen, the Customer must notify the Company immediately. The Company will then credit the Customer for all charges incurred during a 48-hour time period beginning with the first fraudulent call made.

b. Remote Toll Fraud Program

1. Remote Toll Fraud is defined as:

(i) unauthorized outbound calls to international locations (including all international locations that utilize the North American Dialing Plan) placed via remote accessing of the Customer's PBX or single electronic key system, where such equipment is located on the Customer's premises within the U.S. mainland, Hawaii, Puerto Rico, and the U.S. Virgin Islands ("CPE") (CPE does not include CPE not owned or leased or under the direct control of the Customer); or

(ii) unauthorized use of eligible toll-free service originating from a domestic location(s) and compromising certain CPE associated with the service(s) located in the United States. Remote Toll Fraud does not include any calls placed by means of wireless access or PCS or cellular calls, 1010XX calls, calls placed by means of operator service, calls accessing the network by dialing 0- or 0+ for network access, Toll Free or 900 pay-per-call traffic, or unauthorized usage as defined in (i) or (ii) above that is placed via any non-Company conference service or centrex systems.

2. Customer complying with the following provisions will be eligible to receive the limit on liability for Remote Toll Fraud usage charges as set forth in IV J.8.b.3 below:

a. Company will notify the Customer of suspected Remote Toll Fraud by calling, faxing, or paging the Customer at the notification number given to the Company by the Customer. The Customer will provide the Company with 7x24 hours contact information, including, if necessary, pager and off-hours notification number. This information must be furnished initially by the Customer and updated, as necessary, in order for the Customer to become, and remain, eligible to receive benefits under the Program. The Customer will provide follow up information regarding the nature of any potentially fraudulent usage within forty eight (48) hours of a Company notification to the Customer.

b. Customer will notify the Company of suspected Remote Toll Fraud by calling the Company's Fraud Prevention Center or their account team representative. Customer will immediately notify the Company any time suspected Remote Toll Fraud is detected, even if Company's network is not impacted.

c. Customer must identify to the reasonable satisfaction of the Company all alleged Remote Toll Fraud usage charges in writing to the Company within 90 days after the date of the first Company invoice that contains the usage charges in question. Any claim for alleged Remote Toll Fraud submitted after this 90 day period will not be considered for credit. In addition, Customer will notify the Company in writing within 60 days of the termination of the Remote Toll Fraud incident, identifying to the Company in such notice (a) the means by which such fraud occurred, if known, and (b) the changes made to the CPE in question to stop Remote Toll Fraud.

d. During the Company's investigation of Remote Toll Fraud, the Company reserves the right to obtain specific password information used to access the CPE in question. Customer will fully cooperate with the Company's efforts to stop Remote Toll Fraud, including, but not limited to, providing the Company access to the CPE in question within 24 hours of the Company's request; permitting the Company to investigate current and/or former configuration of the CPE in question; and permitting the Company, within 12 hours of the termination of the suspected Remote Toll Fraud, to inspect the CPE location, if requested. Under no circumstance will the CPE configuration be, or be deemed to be, the responsibility of the Company.

3. Eligible Customers will be liable for up to the first \$10,000 per incident, of Remote Toll Fraud usage charges for calls that commence prior to either the Customer notifying the Company or the Company notifying the Customer. For purposes of this section notification is defined as (i) notice to the Customer from an authorized representative of the Company's Fraud Prevention organization or Account Team representative of suspected remote Toll Fraud; or (ii) notice from the Customer to the Company's Fraud Prevention organization or Account Team representative of suspected remote Toll Fraud. The Customer is liable for all Remote Toll Fraud usage charges incurred after the Customer notifies the Company or the Company notifies the Customer. This program will not cover any CPE Remote Access Fraud usage charges resulting from the negligent or intentional acts of the Customer, its employees, former employees, agents, vendors or independent contractors.

a. The liability cap per incident will not cover the impacted CPE, or any other CPE connected to the CPE in question, until a "30-day fraud-free period" has occurred since the date of the last fraudulent call during the last incident affecting the CPE in question, as certified by Company.

b. To the extent the Company reduces or otherwise does not collect any Remote Toll Fraud usage charges for which the Customer would have been liable if the Company did not offer the Remote Toll Fraud Program, the Company will be subrogated to any and all rights of the Customer with respect to any associated claims against third parties (including, but not limited to, any persons who made the unauthorized calls).

4. Failure by the Customer to comply with any of its obligations under the Remote Toll Fraud Program will disqualify the Customer from current and future participation in the Remote Toll Fraud Program at all Customer locations.

K. For customers of Company service formerly offered by TTI National, the following provisions apply:

1. Where service is provided by Company to a Customer pursuant to a separate contract that pre-exists this Agreement and where such contract is not expired or terminated, the terms and conditions of such contract are incorporated as part of this Agreement. If there is any inconsistency or conflict between the terms and conditions of such separate contract and the provisions of this Agreement, the provisions of this Agreement will control.

2. Except in cases involving fraud, Company will invoice previously unbilled charges for service if the invoice date is no later than one hundred and eighty (180) days from the end of the monthly billing period in which the charges occurred. In cases involving fraud, Company will invoice previously unbilled charges if the invoice date is no later than eighteen (18) months from the end of the monthly billing period in which the charges occurred.

3. When a Customer opts for single-end billing of foreign carrier charges, the Customer is responsible for the charges billed for the entire network as if the service were provided domestically. Customer is also responsible for payment of any loss on foreign exchange arising in the process of converting a foreign carrier's charges to U.S. dollars, or vice versa, in settlement of such carrier's charges and in collections from the Customer. If the domestic Customer's correspondent in the foreign country placed the single-end order with the concurrence of the domestic Customer, the domestic Customer is liable for all the charges applicable to the domestic portion of the service, if the overseas

Customer fails to make payment by the due date. Bills rendered for these charges are due and payable under the terms of this Agreement.

V. CANCELLATION OF SERVICE

A. By the Customer

1. You can cancel your long distance account at any time. To do so, please contact the Company's Customer Service. Your long distance billing account will be canceled upon your request. While the Company will cancel your long distance billing account, you must contact a new long distance carrier of choice or your local telephone company to ensure you are no longer presubscribed to the Company on your local telephone company's network. Any calls received by the Company over its network during the period between the date of cancellation of your long distance billing account and your billing cycle end date will be rated and billed at your prior calling plan rates. After your billing cycle ends, any calls will be rated and billed at Basic Interstate Dial 1 rates, with no monthly plan fee or minimum, for a period of up to 60 days from the date your long distance billing account was canceled. This period is designed to permit you ample time to select a new carrier. The Company will block all calls on the Company's network placed from your home telephone number between days 61 and day 120 following the date your Company long distance billing account was canceled. This long distance network block can be lifted upon request. If the Company receives calls over its network after the block is lifted on day 120, these calls will be assessed the "MCI Default Service Product" rates (or, if you were subscribed to Company service formerly offered by TTI National, the "TTI Default Service Product" rates) found at http://business.mci.com/mci_service_agreement/sb_index.jsp

The Company will also cancel your long distance billing account following notification of this change from your local telephone company. If for some reason, the Company does not receive a cancellation order from your local telephone company after you have switched carriers, and you continue to receive invoices from the Company for optional calling plan monthly fees and/or monthly minimum charge amounts, you should call the Company's Customer Service to request that your account be canceled.

2. If, within 90 days of signing up for the Company's service(s), the Customer is dissatisfied, for any reason, with the long distance service(s) provided by the Company and wishes to cancel such service(s) and return to its prior long distance carrier, the Customer may receive a credit equal to any Primary Interexchange Carrier ("PIC") change and order processing charges it incurs in returning to its prior carrier, up to \$5.00 per PIC, up to 2 PICs per line, maximum of 50 lines. Such credits are limited to one such reimbursement per customer, for each of up to 50 lines per customer. In order to obtain such credits, the Customer is required to call the Company's Customer Service and request a "Satisfaction Guarantee" credit.

B. By the Company

1. The Company reserves the right to discontinue furnishing services, cancel the Customer's account, and/or block the Customer's access to the Company network, without incurring any liability, immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect the Company's personnel, agents, facilities, or services. Without limitation, the Company may take such actions if:

- a. The Customer refuses to furnish information or furnishes false information that (i) is essential for billing; or (ii) pertains to the Customer's creditworthiness, its status under federal and/or state low income programs, its past or current use of common carrier communications service, or its planned use of such service;
- b. The Customer indicates that he or she will not comply with a request for security for the payment for services;
- c. The Company has received notice from the Customer's local telephone company that the local telephone company has cancelled the Customer's local exchange service;
- d. The Customer's service usage charges exceed established parameters based on the Customer's history of usage, which may indicate an unlikelihood of payment or possible fraud;
- e. The Customer has been given written notice by the Company of any past due amount (which remains unpaid, in whole or in part) for any of the Company's or an affiliated carrier's service to which the Customer either subscribes or had subscribed or used;
- f. The Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that the Customer does not intend to pay for service used by the Customer;
- g. The Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
- h. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making

connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;

i. The Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate the Customer's legal obligations;

j. The Customer's telephone equipment fails to pass back to the Company the appropriate signal to start and stop billing for a call;

k. The Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity;

l. The Company has made available service to the Customer and the Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, the Customer has not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, "actual and substantial use" will mean a pattern of use that discloses an intent on the Customer's part to employ the service to transmit information of the Customer's choosing.

2. The Company reserves the right to discontinue furnishing services, cancel the Customer's account, and/or block the Customer's access to the Company network, without incurring any liability, immediately upon written notice to the Customer if:

a. Any invoice charges remain outstanding and owed by the Customer after the 21st day from the date of the invoice notifying the Customer of the charges; or

b. The Customer fails to comply with a request by the Company for security for the payment for services.

3. The discontinuance of service(s) by the Company pursuant to these provisions does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

VI. LIABILITY

A. Except for granting credit allowances for interruptions of service as provided for in Paragraph IV.J above, the Company will not be liable for: (i) any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, terrorist acts, strikes, lockouts, work stoppages or other labor difficulties; preemption of existing services to restore service in compliance with the FCC's Rules and Regulations; and any law, order, regulation or other action of any governing authority or agency thereof; or (ii) delayed installation of the Company's facilities or commencement of service.

B. With respect to any other factual allegation, legal claim, or dispute by the Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered by the Company, the Company's liability, if any, will be limited to credit allowances for interruptions of service as provided for in Paragraph IV.J above. In addition to these credit allowances, if any, the Company's liability is limited as follows:

1. With respect to the routing of calls by the Company to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.

2. With respect to the Company's offering of TRS, any service provided by the Company that involves receiving, translating, transmitting, or delivering messages by telephone, text telephone, a Telecommunications Device for the Deaf, or any other instrument over the facilities of the Company or any connecting carriers or through any TRS centers operated by the Company or its agents, the Company's liability will not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

3. With respect to the provisioning of, or any error or omission in, data, information, or content furnished in connection with any service provided by the Company, for example, Directory Assistance, the Company's liability will be limited to the lesser of: (a) the amount of actual money damages proven by the Customer to have been incurred as the proximate result of its reliance on such data, information, or content; or (b) \$100.

C. The Company's liability for willful misconduct, if established as a result of judicial, administrative, or arbitration proceedings, is not limited by this Agreement.

D. IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

E. The Company will be indemnified, defended, and held harmless by the Customer and/or by others authorized by the Customer to use the service against all claims of loss or damage arising from the use of service furnished by the Company, including:

1. Allegations or claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via the Company service; and
2. All other allegations and claims arising out of any act or omission by the Customer or others using the service, in connection with any service provided by the Company.

F. THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINFRINGEMENT. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON THE COMPANY'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY THE COMPANY. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

G. The Company will not be liable for any act or omission of any other company or companies furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in the Company offerings made to the Customer, or for damages associated with service, channels, or equipment that it does not furnish, or for damages that result from the operation of customer provided systems, equipment, facilities or services that are interconnected with the Company services.

VII. PRIVACY

A. Privacy Policy

It is the Company's policy not to sell or rent its personally identifiable customer information to unaffiliated companies or organizations. In the future, should the Company decide to sell or rent such information to those entities, it will provide notification and the opportunity for its customers to indicate that they would prefer the Company not sell or rent such information about them to such third parties. Such notice may be provided by amending the Agreement or any other comparably effective means. The Company reserves the right to contact its customers regarding the Company's products and services.

B. Caller ID

Due to federal rules, the Customer's telephone number (i.e., calling party number or "CPN") may be identified to a called party if that party has Caller ID capability. The Customer can prevent this from occurring on an interstate call by dialing *67 (or 1167 on rotary or pulse-dialing telephones) prior to placing the interstate call. If the Customer has per-line blocking, the Customer must dial *82 (or 1182 for rotary or pulse-dialing telephones) prior to placing an interstate call to allow a called party to identify the Customer's CPN. Because these Caller ID related services are provided by the Customer's local telephone company, the Customer should contact the Customer's local telephone company for rate information for such services.

VIII. DISPUTE RESOLUTION

THIS SECTION PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION.

A. If the Customer has a dispute regarding the Customer's service or bill, the Customer should first call Company Customer Service at 1-800-444-2222 (Customers of Company service previously offered by TTI National may contact the Company at 1-800-893-5094).

B. Before initiating or participating in any arbitration or other resolution proceeding concerning any aspect of this Agreement or regarding the Company's products or services, the Customer must notify the Company in writing of such a dispute and give the Company at least 60 days (from the time the Customer first notifies the Company in writing) to resolve the dispute. Such written notice should be mailed to: MCI, PO Box 4830, Trenton, NJ 08650-4830.

C. Any dispute arising out of or related to this Agreement or the Company's products or services that is not satisfactorily resolved within 60 days from the date the Customer notifies the Company in writing, regardless as to whether the dispute is based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory, must be submitted either to the American Arbitration Association ("AAA") or to JAMS ("JAMS"), for final and binding arbitration. The arbitration will be conducted pursuant to the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes ("AAA Rules") or the JAMS Streamlined Arbitration Rules and Procedures and Minimum Standards of Procedural Fairness ("JAMS Rules"), respectively, as such rules are in effect on the date of commencement of the arbitration, and as such rules are modified by this Agreement. Either party may contact AAA in writing at: AAA Central Case Management Center, 13455 Noel Road, Suite 1750, Dallas, TX 75240-6636; or JAMS in writing at: 1101 17th Street, N.W., Suite 808, Washington, DC 20036. For more information regarding AAA or JAMS, the Customer may visit their respective websites at <http://www.adr.org> or <http://www.jamsadr.com>.

D. Under the AAA Rules and the JAMS Rules, the Customer may also have the right to take certain disputes to small claims court. Additionally, the Customer may be able to seek relief from an appropriate governmental administrative agency (such as the Federal Communications Commission).

E. The arbitration will be based only on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise.

F. The arbitration procedures set forth in this Dispute Resolution section are governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 et seq. ("USAA"). Any controversy over whether an issue is arbitrable will be determined by the arbitrator. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings will be governed by the USAA.

G. For any arbitration in which the Customer claims less than \$10,000, the Company will pay the Customer's filing fee with AAA or JAMS and all of AAA's or JAMS' other costs and fees. For claims between \$10,000 and \$75,000, the Customer will pay a fee to the AAA or JAMS of no more than \$125, and the Company will pay all of the AAA's or JAMS' other costs and fees. If the Customer elects an arbitration process other than a document ("desk") or telephone arbitration, the Customer must pay the Customer's allocated share of any higher administrative fees and costs for the process the Customer selects. Except to the extent authorized by statute and awarded by the arbitrator, each party will bear the cost of preparing and presenting its own case.

H. Any in-person arbitration proceedings will be held at the location that AAA or JAMS selects in the state where the Customer is located, unless otherwise mutually agreed upon by the parties.

I. Each dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. The Customer agrees that the Customer may not bring any dispute or claim as a class action or as a private attorney general, and the Customer agrees not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the services provided by the Company.

J. Any dispute or claim arising out of or relating to this Agreement or the services provided by the Company must be brought within two (2) years or within the period of time provided by an applicable statute after the date on which the basis for the dispute or claim first arises.

K. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (I) ABOVE IS DEEMED UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY TRIAL BY JURY.

IX. MISCELLANEOUS PROVISIONS

A. This General Service Agreement and the terms of any optional calling plan, promotion, and/or authorized written communications the Customer has received constitute the entire Agreement between the Customer and the Company, and supersedes any and all prior agreements, oral or written, concerning the subject matter. If there is any inconsistency or conflict between the terms of any optional calling plan, promotion, and/or authorized written communications the Customer has received and the provisions of this Agreement, the provisions of this Agreement will control.

B. If the Customer either voluntarily cancels the Customer's Company account or if the Company cancels the Customer's service for any reason set forth above, the Company will have no obligation whatsoever to assist the Customer in any respect in switching from the Company to another carrier.

C. Customers may not modify or assign this Agreement. In its sole discretion, the Company may assign this Agreement.

D. No waiver of this Agreement or any of its terms and conditions is valid.

E. This Agreement is binding upon the Customer and the Company and upon, respectively, the Customer's and the Company's agents and heirs.

F. Each provision of this Agreement applies to the fullest extent permitted by applicable law. If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

G. This Agreement is governed by and construed under the laws of the State of New York and applicable federal law, without regard to choice of law principles.

H. Any liability or obligation of a party to the other party under the provisions of Sections I, III, IV, VI, VIII, and IX, as applicable, will, in each case, survive cancellation or termination of this Agreement.

