



DEDICATED LONG DISTANCE VOICE SERVICES SCHEDULE

This Dedicated Long Distance Voice Services Schedule is a part of and together with any Service Orders and Attachments is subject to the Dedicated Master Services Agreement between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet") and Customer. Powernet reserves the right to change these terms and conditions from time to time. Posting of the updated Schedule will constitute notice to you of any such changes. Changes will be effective upon posting. Customer remains responsible for regularly reviewing these terms and conditions. Customer's continued use of the Services after the date of such changes constitutes Customer's acceptance of and agreement to such changes.

1. Scope. Powernet shall provide Dedicated Long Distance Voice Services ("Services") to Customer as described in this Schedule and at the rates and terms set forth in this Schedule and Service Orders and Attachments.

2. Term. The initial term of this Service and any requested Local Access Service is specified in the Service Orders. When Powernet makes Customer's Service available, Powernet will send Customer a notice confirming Customer's Service availability and the Service Order Term shall commence upon the sending of such notice by Powernet. Upon the expiration of any initial Service Order Term, the Service Order Term will automatically renew for succeeding terms of one (1) month under the terms and conditions of the Service Order and this Agreement at the then current rates for such Service until terminated by either party on thirty (30) days notice. Customer must remove all Toll-Free service off the dedicated circuit prior to submitting termination notice to Powernet. A delay or failure to take such action will result in a delay of the termination date. If charges are incurred by Powernet due to Customer's delay or failure to take such action, Powernet will pass such charges to Customer and Customer shall pay such charges even if the Service has been terminated. This Schedule will continue to govern the parties' duties and rights with respect to any succeeding term or until all Service Orders are terminated as permitted by this Schedule or the DMSA.

3. Provisioning of Service. Powernet will make commercially reasonable efforts to provision the ordered Services within industry standard provisioning intervals. Powernet will notify Customer when the Service is available for Customer's use and billing will begin at that time. In no event will the untimely installation or non-operation of Customer-provided facilities, services or equipment relieve Customer of its obligation to pay charges for the Services as provided in this Agreement.

4. Local Access Service. The Local Access Service ("LAS") provides the physical connection between the Service Address and the Powernet Network.

4.1. Powernet Provided LAS. At the request of Customer and if included by Customer on the Service Order Form, Powernet shall provide LAS. The LAS will include any entrance cable or drop wire to that point where provision is made for termination of Powernet's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Powernet or a third party to such point of termination. The LAS shall extend to and include the equipment maintained by Powernet at the termination point of the local loop at the applicable Service Address (i.e. Demarcation Point) but shall not include Customer Provided Equipment, extended wiring, inside wiring or other equipment not maintained by Powernet at a Service Address. All equipment owned by Powernet shall remain the sole property of Powernet, and Customer expressly disclaims any right, title or interest in or to any Powernet equipment or property, or that of any of Powernet's affiliates, contractors or agents. The LAS has only one point of termination per Service Address. Any additional terminations beyond such point of termination are the sole responsibility of Customer. Customer shall provide Powernet with Building Owner authorization for all building facilities, in a form reasonably acceptable to Powernet. Powernet only provides the Service to buildings that Powernet in its sole discretion has identified as business locations. Under no circumstances will LAS be provided to residential addresses, even if business is conducted at such residential location. Customer shall execute Powernet's standard form Letter of Agency ("LOA")/Carrier Facility Assignment ("CFA") authorizing Powernet to interact directly with the LAS provider(s) to obtain LAS. Customer shall pay all charges for LAS including, without limitation, monthly charges, usage charges, installation charges, nonrecurring charges and applicable termination/cancellation charges. In the event Customer fails to maintain any necessary LOA/CFA for a Service ordered hereunder, Powernet may terminate such Service with prior written notice to Customer and Customer must pay immediately to Powernet all monthly recurring charges associated with the terminated Service for the balance of the term specified in this Agreement or Service Order.

4.2. Customer Provided Access ("CPA"). If Customer desires to order its own LAS to the POP through a third party, then Customer shall so indicate on the Service Order Form. Powernet may accept or reject such request, in Powernet's sole discretion. If Powernet does not approve the third-party provider, then Customer shall either: (i) request that such LAS be provided to the POP by another third-party provider acceptable to Powernet, or (ii) order LAS through Powernet. Unless otherwise agreed to by Powernet in writing, Customer shall have sole responsibility for installation, testing and operation of the LAS, and any services and equipment other than those specifically provided by Powernet under this Service Exhibit. Customer acknowledges that Powernet cannot disconnect or terminate LAS that are not ordered through Powernet by Customer for use with the Service. Therefore, Customer must first provide Powernet with a written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective Local Access Provider(s). Powernet will process the Customer's disconnect Order for the Service beginning on the date in which Powernet receives the respective Local Access Provider(s) DFOC provided by the Customer. Powernet will complete the disconnect order within thirty (30) calendar days thereafter. Customer shall remain liable for all applicable rates, fees and charges for the Service sought to be disconnected hereunder, regardless of whether or not Service is usable by Customer until such time that Customer furnishes the require DFOC(S) (even if such time extends beyond the originally scheduled Service Term). In addition to the foregoing, Customer shall be subject to Early Termination Liability for any such termination as specified in the DMSA. If Customer fails to provide Powernet with the appropriate DFOC within thirty (30) calendar days from the receipt date of the disconnect Order submitted to Powernet or if Powernet disconnects Customer for non-payment or material breach of the Service Order, this Schedule or Agreement, Customer authorizes Powernet to notify the Local Access Provider(s) on behalf of the Customer to disconnect the Customer's CPA.

5. Charge and Rate Conditions. All charges and rates are based on the following conditions and reservation of rights by Powernet:

5.1. If during Customer's billing period, Customer's domestic long distance traffic originates or terminates at a location not listed on Powernet's OCN List found at www.powernetco.com in an amount that exceeds Powernet's average percentage of origination or termination traffic for the billing period, Powernet reserves the right to assess a four-cent (\$.04) per minute surcharge on all such excessive Customer originating and terminating minutes. Customer agrees to pay all such adjusted charges.

5.2. The applicable continental U.S. long distance Dedicated interstate rate is determined based upon the originating state of an outbound call or based upon the terminating state of a toll-free inbound call. Domestic Dedicated intrastate rates are per state and are for state-wide termination within the same state. Domestic Dedicated rates set forth in the Service Order or Attachments are shown in terms of full minutes and are billed in six (6)

second increments with an initial six (6) second increment **with four (4) digit rounding**. **Domestic switched rates set forth in the Service Order or Attachments are shown in terms of full minutes and are billed in six (6) second increments with an initial thirty (30) second increment with four (4) digit rounding**. All domestic rates and charges are subject to change upon fourteen (14) calendar days' notice to Customer.

5.3. Extended Domestic and International rates set forth in the Service Order, with the exception of rates for Mexico, are shown in terms of a rate per minute and are billed in six (6) second increments with four (4) digit rounding, with an initial thirty (30) second increment. Calls for Mexico are billed in full minute (60 second) increments. Extended Domestic and International rates and charges, including for Mexico and Canada, are subject to change upon one (1) calendar days notice. Service availability is subject to the availability of facilities to and in the particular countries.

5.4. Powernet reserves the right to charge all short duration calls (i.e. calls equal to or under six (6) seconds in length) a minimum of one and one-half cents (\$0.015) per answered call if Powernet determines that Customer has excessive quantities (i.e. more than 10% of Customer's total calls) of such short duration.

6. Dedicated Access Line ("DAL") Service Minimum. Each of Customer's voice trunk groups provisioned under this Agreement ("Trunk Group") must carry an average of fifty thousand (50,000) minutes per DS-1 Circuit, or its equivalent, in any Billing Period as described by the following formula: (Trunk Group total minutes / number of DS-1 Circuits within Trunk Group (truncated) = 50,000) ("Minimum T-1 Usage Requirement"). If any Trunk Group fails to meet the Minimum T-1 Usage Requirement, Powernet may, upon thirty (30) days prior written notice, in its sole discretion, either disconnect any individual DAL circuit within that Trunk Group whose usage, following the first three (3) calendar months after connection, falls below the Minimum T-1 Usage Requirement, or apply a one hundred and fifty dollar (\$150.00) MRC per DAL circuit that falls below the Minimum T-1 Usage Requirement.