

LONG DISTANCE SERVICE AGREEMENT

This LONG DISTANCE SERVICE AGREEMENT ("AGREEMENT") contains the general rates, terms and conditions of your MTC Long Distance, Inc. (MTC LD) International and Interstate Long Distance Service. Effective February 1, 2007, this Agreement will also govern all Intrastate, MTC LD Service. (together the "Service"). **THE SPECIFIC RATES, CHARGES AND OTHER TERMS AND CONDITIONS NOT SET FORTH HEREIN THAT GOVERN THE SPECIFIC SERVICE YOU RECEIVE FROM THE COMPANY ARE INCORPORATED INTO THE AGREEMENT BY REFERENCE.** Throughout this Agreement, the term "you" or "your" refers to the individual or entity using or paying for the Service; and the terms "MTC LD", "us", "we" or "the Company" refer to MTC LD, or any of its affiliates, subsidiaries or agents providing the Service to Customer. A copy of this Agreement is available for inspection by visiting the Company's office at 88 Market Street, Moundville, AL 35474 or the Company's website at www.moundtel.com.

BY APPLYING FOR, SUBSCRIBING TO, USING, OR PAYING FOR THE COMPANY'S SERVICES DESCRIBED BELOW, YOU AGREE TO BE BOUND BY THE PRICES, CHARGES, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND IN THE MTC LD TERMS AND CONDITIONS. IF YOU DO NOT SO AGREE, DO NOT USE THE SERVICES AND CANCEL THE SERVICES IMMEDIATELY BY CALLING THE COMPANY AT THE NUMBER ON YOUR BILL.

- 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 specific rates, charges and other terms and conditions not set forth herein for the specific Service you receive from the Company are found by visiting the Company's website at www.moundtel.com or the Company's office at 88 Market Street, Moundville, AL 35474..
- 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, charges and other terms and conditions not set forth herein are found at www.moundtel.com and available by calling the Company. . From time to time, We may revise the prices and charges for Our Services as follows: (1) Price decreases or changes in the collection of taxes or government imposed fees or surcharges will be made with no prior notice to you; (2) Promotional pricing and terms, or other pricing commitments, will expire in accordance with the terms applicable to each promotion or commitment, **without** further notice to you. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the provisions of this paragraph; (3) All other price increases, or changes in non-pricing terms and conditions will be effective no sooner than thirty (30) days after we provide written notice to you. Such written notice under this paragraph may be provided in a bill insert, as a message printed in or on the Our bill, in a separate mailing, by email, or by any other reasonable method at Our discretion. If you do not accept the modified rates, charges, or terms and conditions of the Agreement, or the modified operation of the Service, you must terminate the Service and this Agreement in writing within thirty (30) days of the date of the notice. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. **YOUR SOLE REMEDY FOR ANY CHANGE MADE BY US IS THE RIGHT TO TERMINATE THIS AGREEMENT BY THIS DEADLINE.**
- 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 a credit for the charges billed by the Company to you for such Service during the period during which the Service Problem occurred. You are obligated to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, you shall ascertain that the trouble is not being caused by any action or omission of yours within your control, or is not in wiring or equipment, if any, furnished by you and connected to the Company's facilities.

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, incidental, special, punitive, exemplary, or consequential damages. This section 4 survives and will continue to apply after this agreement ends.

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 special or consequential damages), 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.

6. **NO WARRANTIES. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, 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 with your name, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. All information provided will be accurate. You agree that the Company has the right to access and verify credit information about you from third parties and credit reporting agencies.

Once Service is activated, you are responsible for paying all charges associated with the Service. Monthly Service charges are billed in advance and any usage charges are billed in arrears. Payments for monthly Service will be due as indicated on your bill. In the event that a payment is not received by the due date indicated on your bill, the Company reserves the right to assess an administrative charge of 1.5% per month to all amounts past due. You are responsible to pay all the Company's cost of collection, including bank charges and reasonable attorneys' fees.

If you pay for Service by a check, draft or similar instrument (collectively "check") that is returned unpaid by a bank or other financial institution to the Company for any reason, the Company will bill you a bad check charge of \$25.00. Notwithstanding the bad check charge provision as set forth in this Section 7, the Company may disconnect your Service in the event of a returned payment, as set forth in Section 13 of this AGREEMENT.

8. **CALCULATION OF USAGE.** Charges for usage-based Service offered by the Company begin when the connection is established (i.e., when the called party goes off-hook). Charges for usage-based Service offered by the Company stop when the connection is terminated (i.e., either the calling or called party hangs up). Charges are assessed in increments of whole minutes, with additional seconds rounded up to whole minutes. Where charges for Service vary due to time of day, time periods are defined in the Company's rate table and are determined by the local time of the location where you make the call. 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 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 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 companies apply, including, but not limited to any applicable interest and/or administrative charges imposed due to your failure to pay your bills timely.

11. **CREDIT INQUIRIES AND DEPOSITS.** You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance, plus the estimated usage charges for two (2) months of Services billed in arrears, such as long-distance service, plus any applicable equipment deposit. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%), which shall be added to and considered part of your deposit. If you fail to pay for the Services when due, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay your bills by the due date for twelve (12) consecutive billing months, we will credit your account with the deposit.

12. **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, including any amount due as a result of such termination of Service, including, without limitation, any specified administrative charge imposed because of early discontinuance (imposed as a charge and not as a penalty) are immediately due and payable.

13. 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 ten (10) 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 contract 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) for non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service; (e) where the Company reasonably deems partial or complete termination of Service is necessary to prevent unlawful or fraudulent use of its Service; (f) where there are periods of inactivity over sixty (60) days; or (g) without notice in the event of tampering with the equipment or services owned by Company and its agents.

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, including any amount due as a result of such termination of Service, including, without limitation, any specified administrative charge imposed because of early discontinuance (imposed as a charge and not as a penalty). If you seek reconnection of Service following a partial or complete termination of Service by the Company, you will pay all accrued and unpaid charges to the Company prior to the time Service is reconnected. The Company may also require a new or additional deposit.

14. DISPUTE RESOLUTION.

The Alabama Public Service Commission ("APSC") has jurisdiction over the following complaints arising from Alabama intrastate residential telecommunications (telephone) services: inaccurate billing, billing of telecommunications services not ordered on your behalf and the establishment or disruption of telecommunications service. You may contact the APSC to file a complaint through its web page at <http://www.psc.state.al.us> or by telephone at 1-800-392-8050.

IT IS IMPORTANT THAT YOU READ THE FOLLOWING PROVISIONS OF THIS SECTION 14 PARAGRAPH CAREFULLY. IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US), INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE AAA'S TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND WE WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2)

AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD WRITE US AT 88 MARKET STREET, MOUNDVILLE, AL 35474, CONTACT US VERBALLY AT 800-371-4682 OR THROUGH THE WEB AT WWW.MOUNDTEL.COM. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TEL 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, MT LD WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, WE WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A *PRO BONO* ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY US. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

THIS SECTION 14 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US.

15. TESTING AND INSPECTIONS. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

16. MISCELLANEOUS.

a. Entire Agreement. This AGREEMENT contains the entire agreement between you and the Company and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. This AGREEMENT can be amended only as provided in Section 3 above.

b. Governing Law. This AGREEMENT and the rights of the parties under it shall be governed by and construed in all respects in accordance with the laws of the State of Alabama without giving effect to its choice of law rules.

c. Savings Clause. Any term or provision of this AGREEMENT that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

d. No Third-Party Beneficiaries. This AGREEMENT shall not confer any rights and remedies upon any person other than you and the Company and any

permitted assigns.

e. **Assignment by You.** You may not assign or transfer, at any time prior to or after the commencement of Service, your Service or any rights or obligations hereunder without the prior written consent of Company. All terms and conditions contained in this AGREEMENT shall apply to all such permitted assignees or transferees.

f. **Assignment by the Company.** The Company may assign all or part of its rights or duties under this AGREEMENT without notifying you.

g. **No Waiver.** Based on the circumstances presented, the Company may waive certain of the requirements stated herein. Such waiver will be limited to that set of specific circumstances and will not eliminate your obligation to continue to comply with the terms and conditions stated herein.

If you should have any questions regarding this Agreement, kindly call the Company's customer service representatives at 800-371-4682. They will be glad to answer your questions.