

68

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Applewood Comm.
to Provide Telecommunications Services

TRF Docket No. 90- 6387

Case No. 08 - 1271 - TP

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Applewood Communications Corporation
DBA(s) of Registrant(s) Applewood Communications Corporation
Address of Registrant(s) 424 Madison Avenue Suite 800, New York, NY 10017
Company Web Address www.myapplewood.com
Regulatory Contact Person(s) Amy Duffer Phone 646-291-2446 Fax 434-236-0014
Regulatory Contact Person's Email Address amy.duffer@myapplewood.com
Contact Person for Annual Report Amy Duffer Phone 646-291-2446
Address (if different from above) PO Box 127, Brookneal, VA 24528
Consumer Contact Information Amy Duffer Phone 646-291-2446
Address (if different from above) _____
Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I - Pursuant to Chapter 4901:11-6 OAC - Part I - Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable		<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)	
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

1

This is to certify that the images appearing are an accurate and complete reproduction of a case file document submitted in the regular course of business.
Technician SM Date Processed JAN 08 2009

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-8-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-8-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-8-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-8-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-5-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Courtlandt G. Miller, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 11-20-08 at (Location) Virginia
(Signature and Title) [Signature] (Date) 11-20-08
President

* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Courtlandt G. Miller
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

(Signature and Title) [Signature] President (Date) 11-20-08
* Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION**

(Effective: 09/19/2007)

(Pursuant to Case Nos. 08-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Applewood Comm.
to Provide Telecommunications Services

Case No. _____ -TP- _____

Name of Registrant(s) APPLEWOOD COMMUNICATIONS CORPORATION

DBA(s) of Registrant(s) Applewood Communications Corporation

Address of Registrant(s) 424 Madison Avenue, Suite 800 New York, NY 10017

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☒ Interexchange Tariff¹

☐ Local Tariff¹

☐ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Resale

☐ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the proposed
market area

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

- ☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.
- ☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions
- ☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners.
- ☒ Documentation indicating the applicant's corporate structure and ownership
- ☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):

☐ interconnection agreement

☐ retail tariffs

☐ resale tariffs

- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.

- ☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☐ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☐ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☐ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☐ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☐ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation

Courtlandt B Miller
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on

11-20-08

at

Virginia

(Signature and Title)

(Date)

EXHIBIT A

**United States of America
State of Ohio
Office of the Secretary of State**

*I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show **APPLEWOOD COMMUNICATIONS CORPORATION**, a Delaware corporation, having qualified to do business within the State of Ohio on September 17, 2007 under License No. 1727570 is currently in **GOOD STANDING** upon the records of this office.*

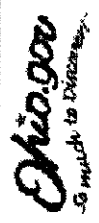


*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 22nd day of February, A.D. 2008*

A handwritten signature in cursive script, appearing to read "Jennifer Brunner", written in dark ink.

Ohio Secretary of State

Validation Number: V200851F73036



WELCOME TO THE STATE OF OHIO

Confirm Registration Information

Please verify that the information below is accurate and up to date.

Company Information

Federal Employer ID Number 20 - 5519306
Company Legal/Business Name APPLEWOOD COMMUNICATIONS CORPORATION
Company Corporate Name N/A
Company Trade (DBA) Name N/A

Contact Information (For Questions about the Business)

Contact First Name AMY
Contact Last Name DUFFER
Contact Phone 646 - 291 - 2446
Email Address ALBU-FEID@APPLEWOODCOMMUNICATIONS.COM

User / Employer Information

First Name Amy
Last Name Duffer
Job Title TAX ANALYST
Phone Number 646 - 291 - 2446

[Edit User Information](#) | [Manage Users](#) | [Edit Company Information](#) | [Confirm and Continue](#)

If you do not wish to continue you may log out now.
If you need assistance with this page, please view our help.

Exhibit B

Description of Proposed Services

Applewood is a reseller of long distance telephone services offered by facilities-based inter-exchange carriers. Applewood neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of Ohio. Upon receiving certification, Applewood intends to provide telecommunications services, including inbound 1+ dialing, inbound 800/888 toll-free, travel card and prepaid calling card services, throughout the State of Ohio. Applewood intends to provide these services throughout the United States and is currently in the process of obtaining all required authorizations from the various public services and utilities commissions. Applewood intends to provide high quality services, with an industry standard blocking rate less than P.01. Its services will be available on a full-time basis, twenty-four hours per day, seven days per week, to customers within the geographic boundaries of the State of Ohio.

Exhibit C

Exhibit D

APPLEWOOD COMMUNICATIONS CORPORATION
SENIOR MANAGEMTN BIOGRAPHICAL INFORMATION

Courtlandt G. Miller

President of Applewood Communications Corporation

424 Madison Avenue, Suite 800, New York, NY 10017

SSN: [REDACTED]

FEIN: [REDACTED]

Phone: 646-291-2446

Mr. Miller has over 25 years of investment banking, corporate advisory, and operational experience. He has acted as both a principal and advisor on numerous transactions involving debt and equity financings, acquisitions, and restructurings in the healthcare, technology, and consumer products sectors. Between 1988 and 1995, he was an Executive Vice President, General Counsel, and Director of Diagnostek Incorporated, a NYSE-listed, pharmacy-benefit management company. During this period, Diagnostek's revenues grew from \$5 million to over \$900 million, and the company and its affiliates rose over \$300 million in equity and debt capital. Diagnostek was sold in 1995. He is a co-founder and director of Helios Coatings Incorporated, a rapidly-growing provider of environmentally-friendly decorative metallic coatings to the automotive industry. Mr. Miller is also a co-founder and director of Ultima Health Products Incorporated, the developer of the Ultima Replenisher brand of the all-natural sports beverage drink. Mr. Miller practiced corporate and securities law between 1980 and 1987 in New York City with Bachner, Tally, Polevoy & Misher. He received his law degree from Tulane University in 1980. He is licensed to practice law in the State of New York. Mr. Miller has been the president of Applewood Communications Corporation since September 8, 2006.

President and Director

Courtlandt G. Miller

424 Madison Avenue, Suite 800

New York, NY 10017

Phone: 646-291-2446

Exhibit E



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/19/2007	200726102058	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

APPLEWOOD COMMUNICATIONS CORP
424 MADISON AVENUE
SUITE 800
NEW YORK, NY 10017

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1727570

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

APPLEWOOD COMMUNICATIONS CORPORATION

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LICENSE/FOR-PROFIT

Authorization to transact business in Ohio is hereby given, until surrender, expiration or
cancellation of this license.

Document No(s):

200726102058



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 17th day of September, A.D.
2007.

Ohio Secretary of State

Exhibit F

Technical and Managerial Ability

The Service to be offered by Applicant and the Territory to be served:

Applicant is a reseller of long-distance telephone services offered by facilities-based inter-exchange carriers. Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of Ohio, and no such facilities will be used by Applicant in providing long-distance service in the State of Ohio. Upon receiving certification, Applicant intends to provide telecommunications services, including outbound 1+ dialing, inbound 800/888 toll-free, travel card and prepaid calling card services, throughout the State of Ohio. Applicant intends to provide these services throughout the United States and is currently in the process of obtaining all required authorizations from the various public services and utilities commissions. Applicant intends to provide high quality services, with an industry standard blocking rate less than P.01. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of Ohio.

Managerial and Technical Qualifications:

Applicant's key management personnel have extensive experience which is set forth in Attachment 1-A. Furthermore, since Applicant will be providing services as a reseller, Applicant will also rely up the technical expertise of its facilities-based underlying carriers which upon initially will be WITel, MCI WorldCom, & Frontier/Global Crossing.

Exhibit G

Applewood Communications Corporation

Balance Sheet

As of September 30, 2008

	<u>Sep 30, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · Chase Bank Checking	76.93
1010 · Chase Bank Savings	267.82
1015 · BB&T General Account	56,986.68
1020 · BB&T Tax Account	634.83
1025 · BB&T Payroll Account	<u>659.36</u>
Total Checking/Savings	58,625.62
Accounts Receivable	
1200 · Accounts Receivable	398,614.66
1262 · Receivable from Daniel Guthrie	1,500.00
1265 · Receivable from Hellos	<u>25,000.00</u>
Total Accounts Receivable	425,114.66
Other Current Assets	
1270 · Accrued Revenue	252,000.00
1352 · Prepaid Expense	<u>18,642.14</u>
Total Other Current Assets	<u>270,642.14</u>
Total Current Assets	754,382.42
Fixed Assets	
1500 · Furniture and Equipment	564,105.85
1700 · Accumulated Depreciation	<u>-42,018.88</u>
Total Fixed Assets	<u>522,086.97</u>
TOTAL ASSETS	<u>1,276,469.39</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · 2000 Accounts Payable	<u>155,109.65</u>
Total Accounts Payable	155,109.65
Other Current Liabilities	
2030 · Accrued expenses	5,516.60
2100 · Loan Payable	
2110 · Loan Payable - Oceana	34,900.00
2130 · Loan Payable - SAM	113,400.00
2100 · Loan Payable - Other	<u>1,270,000.00</u>

Total 2100 - Loan Payable	1,418,300.00
2200 - Payroll Liabilities	22,082.14
2300 - State Sales Tax Payable	122,917.51
2310 - USAC Payable	77,064.24
2315 - USF Payable	-7,582.73
2400 - Consulting Fees Payable-Oceana	<u>20,175.13</u>
Total Other Current Liabilities	<u>1,658,472.89</u>
Total Current Liabilities	<u>1,813,582.54</u>
Total Liabilities	1,813,582.54
Equity	
3020 - Common Stock	100.00
3900 - Retained Earnings	-74,011.91
Net Income	<u>-463,201.24</u>
Total Equity	<u>-537,113.15</u>
TOTAL LIABILITIES & EQUITY	<u>1,276,469.39</u>

Applewood Communications Corporation

PROFIT & LOSS

September 2008

	<u>Sep 08</u>
Ordinary Income/Expense	
Income	
4011 · LD Traffic	327,454.43
4014 · PICC Surcharge	17,295.50
4020 · Internet Income	18,013.55
4050 · Calling Cards	2,607.85
4052 · Turbo Income	737.94
4775 · VOIP Income	16,072.55
4780 · Other Charges	<u>8,789.28</u>
Total Income	390,971.10
Cost of Goods Sold	
5015 · Level 3	130,314.52
5016 · Telephone DSS	6,025.32
5020 · Internet	7,547.49
5053 · VOIP	<u>14,311.88</u>
Total COGS	<u>158,199.21</u>
Gross Profit	232,771.89
Expense	
6008 · Security Expense	134.84
6025 · Advertising and Promotion	125.00
6120 · Bank Service Charges	2,757.27
6170 · Equipment Rental	337.31
6200 · Interest & Penalties Expense	1,142.20
6225 · Merchant Fees	8,951.28
6230 · Miscellaneous Expense	291.66
6245 · Office Supplies	2,248.95
6250 · Postage	3,000.00
6270 · Shipping and Delivery	271.62
6290 · Rent Expense	900.00
6310 · License Fee	1,246.76
6330 · Insurance Expense	
6332 · Health Insurance	7,333.99
6334 · Life Insurance Expense	1,157.92
6336 · Worker's Compensation	235.91
6330 · Insurance Expense - Other	<u>-1,048.26</u>
Total 6330 · Insurance Expense	7,679.56
5340 · Telephone Expense	1,599.18
6390 · Utilities	
6395 · Water and Sewer	103.24
6396 · Garbage/Landfill Fee	15.00

6398 · Electricity	<u>998.62</u>
Total 6390 · Utilities	1,116.86
6450 · Reimbursement	56.75
6560 · Payroll Expenses	85,978.29
6570 · Membership Dues	421.00
6666 · Repairs and Maintenance	5,494.33
6660 · Cleaning Expense	460.00
6685 · Consulting	12,500.00
6687 · Commissions	2,071.84
6700 · Tax Expense	22.98
6750 · Income Tax Expense	130.00
6840 · Travel Expense	<u>88.88</u>
Total Expense	<u>137,026.56</u>
Net Ordinary Income	<u>95,745.33</u>
Net Income	<u><u>95,745.33</u></u>

Exhibit H

STATE LICENSING

STATES CURRENTLY APPROVED:

1. ALABAMA
2. ARIZONA
3. ARKANSAS
4. CALIFORNIA
5. COLORADO
6. DELAWARE
7. DISTRICT OF COLUMBIA
8. FLORIDA
9. GEORGIA
10. IDAHO
11. ILLINIOS
12. INDIANA
13. IOWA
14. KANSAS
15. KENTUCKY
16. MAINE
17. MARYLAND
18. MASSACHUSETTES
19. MICHIGAN
20. MINNESOTA
21. MISSISSIPPI
22. MONTANA
23. NEBRASKA
24. NEVADA
25. NEW HAMPSHIRE
26. NEW JERSEY
27. NEW MEXICO
28. NEW YORK
29. NORTH CAROLINA
30. NORTH DAKOTA
31. OKLAHOMA
32. OREGON
33. PENNSYLVANIA
34. RHODE ISLAND
35. SOUTH DAKOTA
36. TEXAS
37. UTAH
38. VERMONT
39. VIRGINIA
40. WASHINGTON
41. WEST VIRGINIA
42. WISCONSIN
43. WYOMING

STATES PENDING:

1. CONNECTICUT
2. LOUISIANA – BOND APPROVAL
3. MISSOURI – WAITING ON PUC CERTIFICATION
4. SOUTH CAROLINA – HEARING CONTINUENCE
5. TENNESSE – BOND APPROVAL
6. OHIO-NEED PUC CERTIFICATION

** ALASKA AND HAWAII ARE NOT LISTED BECAUSE APPLEWOOD COMMUNICATIONS DOES NOT ORIGINATE TRAFFIC IN THOSE STATES.

Exhibit I

***This exhibit contains the application form that the customers fill out to sign up for Applewood's services. Also included in this exhibit is the Authorization to E-Bill Form that customers fill out to set up monthly automatic payments.



Applewood Communications Corporation
424 Madison Avenue, Suite 800
New York, New York 10017
Tel: (877) 823-1223 Fax: (877) 501-7001

Program/Plan code		Agent Name		Agent Number	
Services Requested:	<input type="checkbox"/> Long Distance (interstate & international)	<input type="checkbox"/> Long Distance (local toll)	<input type="checkbox"/> 8XX Service	<input type="checkbox"/> Calling Cards Post Paid	
Billing Information			Payment Information		
Please fill in exactly as it appears on local telephone bill			Important: Payment option must coordinate with rate plan		
Account Name: _____			Payment Options		
Residential / Business: _____			<input type="checkbox"/> Bill all charges to the address on the left		
SS# or Fed ID#: _____			<input type="checkbox"/> Bill all charges to my bank account:		
Address: _____			Bank Name: _____		
City: _____ State: _____ Zip: _____			Routing Number (ABA): _____		
Contact Name: _____			Account Number: _____		
Contact Phone: _____			Bank Address: _____		
Estimated Monthly Usage: _____			<input type="checkbox"/> Bill charges to credit card		
Current LD Carrier: _____			Card Holder: _____		
E-Mail Address: _____			Card Number: _____		
Billing Options: <input type="checkbox"/> Paper/Direct Billing <input type="checkbox"/> E-billing			Ex. Date: _____ CV2 No. _____		
Best time to call: _____			MasterCard Visa AmEx Discover Debit Card		
LONG DISTANCE			TOLL-FREE SERVICE		
Area Code	7-Digit Number	Desc	Acct Codes	Lata yes/no	<input type="checkbox"/> I am requesting new toll free numbers
()	()				<input type="checkbox"/> I have existing toll free numbers (Resp Org attached)
()	()				Toll-Free Number
()	()				Ring-to Number
()	()				()
()	()				()
()	()				
()	()				CALLING CARDS
()	()				Name on Card
()	()				4-digit pin number
()	()				
()	()				
()	()				
()	()				

If you have additional lines or require additional services, please attach appropriate forms

Letter of Authorization

PIC Change charges will be credited (up to \$5.00 per line to the customer's account after the account has been active with Applewood Communications Corporation for at least ninety (90) days). All customers **MUST** present their bill for proper credit to be issued.

For E-Bill customers: By signing, I hereby authorize all monthly charges for services listed above to be charged on the above listed credit card or electronically debited from the above listed checking account. These charges will be billed by Applewood Communications Corporation or their affiliates. My credit card or bank statement will read Applewood Communications Corporation or affiliates for all charges or debits. The aforementioned authorizations shall remain in effect until cancelled in writing.

I, the undersigned, hereby authorize Applewood Communications Corporation to provide long distance services on the phone line(s) or other services listed in this Agreement and to act as my agent in all matters related to providing the services, including intra-lata service. I am the person authorized to order services on the phone line(s) listed in this Agreement. I understand that this request will apply only to the number(s) on the request and there must be only one presubscribed local, one presubscribed local toll, and one presubscribed toll provider for each number. I also understand that I can be held responsible for any fraudulent usage. I guarantee Applewood Communications Corporation the faithful payment, when due, for all charges incurred for services provided together with all pertinent federal, state, and local taxes. If payments are not made when due and attempts made by Applewood Communications Corporation to collect such payment are not successful, regardless of the type of billing selected, customer's credit card or checking account may be charged without further notice to customer. Customer understands that if valid credit card authorization is not submitted with this order and the customer's account is past due, Applewood Communications Corporation reserves the right to terminate service. Customer acknowledges that he/she has read and understands this agreement. I understand that there may be a one-time charge by my local phone company for each provider change for each number.

Signature _____

Date _____

SIGNATURE WILL RESULT IN THE CHANGE OF THE CUSTOMER'S PROVIDER.



Applewood Communications Corporation
424 Madison Avenue, Suite 800
New York, New York 10017
877-823-1223 * 877-501-7001 (fax)

AUTHORIZATION TO E-BILL

Account Name: _____
Billing Telephone Number: (____) _____
Social Security or Federal ID Number: _____
Account Address: _____

Contact Person: _____
E-mail Address: _____

METHOD OF PAYMENT

☐ Credit Card
☐ Visa ☐ Master Card ☐ Am Ex ☐ Discover
Card Holder (exactly as it appears on the card) _____

Card Number	CVV2 No.	Exp. Date
_____	_____	_____

☐ Bank Draft
Bank Name _____
Routing No. _____
Acct. No. _____
Bank Add. _____

Is this a CHECKING or SAVINGS account? _____ (please circle)

PLEASE VERIFY WITH YOUR BANK THAT THIS IS THE ELECTRONIC ROUTING NUMBER.

I hereby authorize the Financial Institution names above to pay my monthly invoice by charging each payment to my account and to make that deduction payable to the order of Applewood Communications Corporation/OneStop. I agree that each payment shall be the same as if it were an instrument personally signed by me. This authority is to remain in effect until revoked by me in writing. In addition, I have the right to stop payment of a charge by timely notification to my Financial Institution prior to charging my account. I understand, however, that both the Financial Institution and Applewood Communications Corporation/OneStop reserves the right to terminate this payment plan or my participation therein.

Signature _____ Date _____

Insert Copy of Voided Check

Exhibit J



436 Lynchburg Avenue
Brookneal, Virginia 24528 1-434-376-8846

YOUR COMMUNICATIONS INVOICE

Billing Date: Nov 15 2008
Telephone Number: [REDACTED]
Account Number: [REDACTED]
Invoice Number: [REDACTED]
Customer Since: 11/12/1999

Name on Account:

[REDACTED]
[REDACTED]
[REDACTED]

This invoice contains unbilled usage through
Nov 15 2008

If you have a dispute that is not resolved after you have called Applewood Communications, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pucc.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-6822 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

CURRENT MONTHLY CHARGES

Total of Services:	\$1.98
Minimum Usage	\$0.00
Regulatory Recovery:	\$3.64
Monthly Service Fee:	\$0.00
E911 Service Charge:	\$0.00
Other Surcharges:	\$0.00
Federal USF:	\$0.00
State/Local Tax:	\$0.14
FCC PIC Surcharge:	\$0.00
Finance Charge:	\$0.00
Late Penalty:	\$0.00

Questions regarding your bill? Feel free to log onto www.mysaccount.com and review your current and previous bills, your usage records, and even pay your bill online!

YOUR PAYMENT HISTORY

Previous Invoice Amount:	\$4.95
Last Payment Made:	(\$4.95)
Adj. since last invoice:	\$0.00
Previous Balance:	\$0.00

* Past due balances less than \$3.00 do not accrue finance charges or affect your credit.

Total New Charges:	\$5.76
Referral Credits:	
Total Amount Due:	\$5.76

If you have any prepaid services listed they are billing for the current month's usage AND any unpaid balances. According to your agreement you have authorized us to bill your account for the total amount. If you have any concerns regarding this amount please contact our office.

Services are provided in accordance with tariffs filed as "Applewood Communications"

QUESTIONS ABOUT YOUR BILL? CALL OUR OFFICE AT 1(434)376-8846

A \$35.00 service fee will be applied to your account for all returned checks.

A \$35.00 service fee will be applied to your account for all invalid credit card disputes.

(This Phone)

PAYMENT COUPON

[REDACTED]
[REDACTED]
[REDACTED]

Name: [REDACTED]

ACCOUNT NUMBER: [REDACTED]

INVOICE NUMBER: [REDACTED]

PAYMENT DUE BY:

Nov 18 2008

AMOUNT DUE NOW:

\$5.76

Please make all checks payable to Applewood Communications and mail to the address listed below.

Amount Enclosed: _____

Applewood Communications
436 Lynchburg Ave.
Brookneal, VA 24528

0002670000000576

436 Lynchburg Avenue
Brooklyn, Virginia 24528
1-434-376-8946



YOUR CALL RECORDS

Billing Date: Nov 15 2008

Telephone Number:

Invoice Number:

Day	Time	Called From:	Dialed Number	Destination	Length	Cost	Day	Time	Called From:	Dialed Number	Destination	Length	Cost
Direct Dial Calling													
Direct Dial Calling - 9375264090													

Subtotal: 7 calls for 19.67 minutes.

1.88

1.88

Exhibit K

*****This exhibit contains the disconnect notices for Applewood Communications.**

Attachment 1 concerns Credit Card delinquencies—customers are notified 3 times prior to disconnection.



July 28, 2008

Jane Doe
123 Here Street
Anyplace, NY 10000

Dear Ms. Doe

I am contacting you on behalf of Applewood Communications regarding a past due balance on your long distance account. Due to the fact that we have tried to contact you several times regarding your account, we are requesting you to contact our office immediately in order to resolve the balance on your account.

For your convenience, our office is open Monday – Friday, 8 am – 9 pm EST and on Saturday, 10 am – 4pm EST. You can reach us on our toll free number: 1-877-823-1223. Failure to contact our office may result in your account being turned over to a collection agency.

Regards,

Angela Walker
Collections Department
Applewood Communications
EXT. 2117

If you have a dispute that is not resolved after you have called Applewood Communications Corporation, or for general utility information, residential and business

Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-877-666-1576 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puc.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5522 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.picccc.org.

**Applewood Communications Corporation • 424 Madison Avenue, Suite 800 • New York, NY 10017
Tel. 646-291-2446 • Fax 509-351-9061**



Email example –

We are contacting you on behalf of Applewood Communications, your long distance provider. This e-mail serves as a final attempt to contact you. In reviewing your account, we have noticed that your balance is more than 60 days past due at this time. Failure to respond to this notice may result in an interruption of your long distance services, and you may be charged a \$25.00 fee. You may contact our office at 1-877-823-1223.

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

Please contact me directly at Ext. 2117 or email me at angela.walker@telecomsupportservices.com. If you are unable to reach me directly, any of our collection associates will be able to assist you!

We look forward to serving your communication needs!

With kind regards,
Angie Walker
Billing /Collection Agent
1-877-316-7346 or 1-877-823-1223

If you have a dispute that is not resolved after you have called Applewood Communications Corporation, or for general utility information, residential and business

Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1576 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pucc.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-1022 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pircoco.org.

**Applewood Communications Corporation • 424 Madison Avenue, Suite 800 • New York, NY 10017
Tel. 646-291-2446 • Fax 509-351-9061**

Attachment 1



Email example –

Dear Customer,

This is the third attempt to contact you concerning the electronic billing of your long distance account. We are having an issue with the credit card on file. I need you to give us a call by the end of the business day in order to avoid a \$25 fee and having your account placed on paper billing with the higher rates.

We are available Monday – Friday, 8 am – 9 pm EST and on Saturday, 10 am – 4pm EST. We look forward to your call.

Please contact me directly at Ext. 2117 or email me at angela.walker@telecomsupportservices.com. If you are unable to reach me directly, any of our collection associates will be able to assist you!

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

With kind regards,
Angie Walker
Billing /Collection Agent
1-877-316-7346 or 1-877-823-1223

If you have a dispute that is not resolved after you have called Applewood Communications Corporation, or for general utility information, residential and business:

Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-626-7826 (toll free) or for ITY at 1-800-684-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-3635 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.ohioocc.org.

**Applewood Communications Corporation • 424 Madison Avenue, Suite 800 • New York, NY 10017
Tel. 646-291-2446 • Fax 509-351-9061**



Good Morning,

I am contacting you on behalf of Applewood Communications. In processing your credit card payment for your May, June and July 2008 invoices, your credit card declined for the payment. Please give us a call back so we can resolve this issue and keep your account current.

Our office is open Monday – Friday, 8 am – 9 pm ET and Saturday 10 am – 4 pm ET. Our direct toll free number is 1-877-316-7346, just ask for me and I will be happy to assist.

Thanks in advance for your prompt attention to this matter!

Angie Walker
ext.2117
Billing Coordinator

If you have a dispute that is not resolved after you have called Applewood Communications Corporation, or for general utility information, residential and business:

Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays. or at www.puc.ohio.gov.

Residential customers may also contact the Ohio Consumers' Council for assistance with complaints and utility issues at 1-877-742-5022 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays. or at www.picoco.org.

**Applewood Communications Corporation • 424 Madison Avenue, Suite 800 • New York, NY 10017
Tel. 646- 291-2446 • Fax 509-351-9061**

EXHIBIT L

*****Proposed Market Area, Class of Customers, and Description of how
proposed services are in the public interest*****

Description of the Proposed Market Area

- Applicant intends to market to customers located throughout the entire State of Ohio.



Description of Class of Customers Served

- Applicant intends to provide service to residential and business customers.



Description of How Proposed Services Are in the Public Interest

The Commission's grant of this certificate is in the public interest as customers will have the opportunity to obtain improved technology in both residential and corporate establishments. Applewood Communications offers a variety of telecommunications services at competitive prices, making it diverse and unique from its competitors. The Commission's granting of Applewood's certificate will adhere to the objectives set forth in Section 4927.02 of the Code, and as a result of Applewood's certificate being granted, competition will be heightened, proving beneficial to the public because the end result will be higher quality services at better pricing. Also, as a result of granting Applewood's certificate will be continue growth of the economy in the State of Ohio.

Exhibit M

Verification of Maintenance of Local Telephony Records in Accordance with GAAP

- **Applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.**

Exhibit N



CUSTOMER SERVICES AGREEMENT – Broadband product

This Customer Services Agreement is made by and between Applewood Communications Corporation ("ACC") and _____ ("Customer"). The effective date of this agreement will be the date of confirmed installation.

ACC is in the business of providing certain Internet related services for use by the customer and Customer desires to purchase Internet services from ACC for home or business use.

Terms and Conditions

1. Definitions as used in this agreement:

- a. *Customer* -- sometimes referred to as *End User* -- are customers to whom ACC sells the Services.
- b. *End User Circuit* is a digital data telecommunications service that consists of one or more PVC's to a NID at customer's premises.
- c. *NID* is a network interface device.
- d. *Policy or Policies* are ACC's standard policies, which address certain operational aspects related to the ordering, provisioning, billing, and maintenance of ACC Services. ACC may change a Policy in accordance with the provisions contained in this Agreement.
- e. *PVC* is a permanent virtual circuit.
- f. *Services* are any services identified in this agreement.
- g. *SLAs* are ACC's Service Level Agreements, which apply to certain of ACC's Policy in accordance with the provisions contained in this Agreement.

2. **Provision of Services.** Customer has ordered and ACC will supply, the Services that the Customer has requested and are listed on the last page of this agreement along with pricing. All Services will be supplied in accordance with this Agreement.

Customer shall purchase Services for a term of no less than one (1) year (consisting of 365 days). Customer's Term will begin on the date of installation. At the end of the One Year Term, ACC may continue to provide the Services on a month-to-month basis, subject to continuing payment of applicable fees and Customer's compliance with terms and conditions requested by ACC. Customer shall provide ACC with all information reasonably requested to allow ACC to successfully install and maintain each Service. ACC reserves the sole and exclusive right to determine its service area, and the right to maintain, reconfigure, or discontinue any Service.

Customer acknowledges that ACC has to establish prices and terms for Services based on governmental laws, rules, regulations, orders, and decisions. If any of the cost factors which are charged by the network providers increase or if any of the terms of service change as a result of changes to governmental rules, laws or regulations or pursuant to new decisions or orders issued by applicable regulatory or judicial bodies, ACC reserves the right to increase the price charged to Customer and/or change the terms of service hereunder, effective thirty (30) days following the date of notice to the Customer. If Customer does not agree to accept the new pricing and/or revised terms, Customer may terminate the affected Services without penalty within thirty (30) days of the date

Customer Initial _____

1

Date _____

of such notice. Any continued use of the Services thirty (30) days after the notice date shall be deemed acceptance of the new prices and/or terms.

3. **Equipment/CPE.** For any End User premises equipment ("CPE") that is supplied to Customer, ACC may supply new or recertified CPE. Recertified CPE is equipment that: (a) may have been removed from its original packing by ACC or returned to ACC by a Customer after a promotional offer, (b) is free from visible defects, and (c) is equivalent in function and appearance to new units. On new and recertified CPE purchased, ACC will provide a one (1) year replacement or repair (at ACC's option) warranty from the Billing Start Date for manufacturer's defects. At ACC's discretion, any equipment ACC supplies as replacement equipment for a CPE with manufacturer's defects may be new, recertified or refurbished. Refurbished CPE is a previously owned CPE that has been remanufactured by the manufacturer or its agent, is free from visible defects and is equivalent in functionality to new units. Any CPE supplied as a replacement CPE will carry the remainder of the one (1) year warranty described above. ACC shall have no obligation or liability in connection with any equipment not purchased through ACC and configured by ACC, or for any abuse, reconfiguration, repair or misuse of any equipment by any party other than ACC or its agents.
4. **Fees and Payment Terms.** ACC shall provide Customer once a month an electronic invoice – sent via e-mail, which the Customer can access via the Web Site. ACC will bill Customer for recurring charges on the first day of the month in which ACC provides the Services. For example, ACC July 1 invoice will bill Customer for Services to be received July 1 to July 31. For a new Customer installed during a month, ACC invoice for the month following installation will reflect all fees associated with the installation and set-up for Customer, fees for Services for the Month in which the Service was installed, and the advance monthly fees for Services for the following month. For example, if ACC installs Service for Customer on July 15, the August invoice for Customer will include (a) all one-time non-recurring fees, (b) the monthly fees for July, and (c) the monthly recurring fee for August. ACC will not back-bill Customer for Services rendered more than three (3) full billing cycles after the date of the event that triggered the charge for such Services. Any variable fees will be billed the month following the date on which Customer incurred such fees. Fees shall be due on the first day of the month in which ACC provides the invoice and will be considered late if not paid within five (5) days of the date of the invoice. After five (5) days, all unpaid fees may, at ACC discretion, accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, whichever is lower. Customer shall pay all collection costs incurred by ACC (including, without limitation, reasonable attorneys' fees) for collection of late payments. ACC reserves the right to disconnect services for any unpaid bills.

If Customer has a bona fide, good faith dispute with any of the amounts on an invoice ("Disputed Amounts"), Customer must pay all amounts not in dispute as set forth above, and provide ACC with a written request for a billing adjustment together with all supporting documentation within fifteen (15) days from the first day of the month of the invoice on which the disputed amount first appeared. If ACC does not receive this information within this fifteen (15) day period, Customer's right to billing adjustment shall be waived. If ACC denies, in good faith, Customer's dispute after reviewing the supporting documentation the Customer submits, Customer must remit all disputed amounts no later than the due date on the next invoice submitted to Customer. ACC may not accept orders for Services if Customer does not pay the disputed amount. While Customer may dispute any portion of an invoice, Customer may not withhold more than thirty percent (30%) of Customer's Invoice except in the case of gross misbillings (e.g., Customer's bill reflects a charge for \$5,000 rather than \$500).

5. **Taxes.** Customer shall be responsible for and shall pay all applicable federal, state and local taxes, fees, charges, surcharges or other similar extractions (hereinafter called "taxes") imposed on or with respect to the Services

Customer Initial _____

2

Date _____

and/or CPE that are the subject of this Agreement whether such taxes are imposed directly upon Customer or upon ACC, and include, but are not limited to, sales and use taxes, utility user's fees, municipal occupation and license taxes, excise taxes, business and occupation taxes, 911 taxes, franchise fees and universal service fund fees or taxes. For purposes of this Section, taxes do not include any taxes that are imposed on or measured by the net income of ACC. If Customer is exempt from any such taxes for any reason, ACC will exempt Customer from such taxes on a going-forward basis once Customer delivers a duly executed, signed and dated valid exemption certification to ACC tax department and ACC tax department has approved such exemption certificate. If for any reason a taxing jurisdiction determines that Customer is not exempt from such taxes and assesses such taxes, Customer agrees to pay ACC such taxes, plus any applicable interest or penalties.

6. **Security Interest and Security Deposit.** In conjunction with any credit evaluation(s) or if Customer has an unpaid undisputed balance thirty days (30) past due, ACC may require a security interest in Customer's Collateral to secure all of Customer's obligations arising under this Agreement. ACC may require Customer to provide ACC with a security deposit in an amount to be reasonably agreed to by the parties (the Deposit). If Customer (a) fails to pay the Deposit within fifteen (15) days of ACC request or (b) if Customer does not agree to a deposit amount (or increase thereof) within fifteen (15) days of ACC request, Customer shall be in Default and ACC may exercise all its remedies for Default without further notice to Customer. All such deposited funds will not bear interest.

Upon notification from ACC, Customer shall provide additional information relating to its finances and ability to continue to meet its payment obligations under this Agreement, including, without limitation, monthly and/or quarterly financial statements for periods ending no later than forty-five (45) days before the request. If ACC does not receive the Financial Documents within ten (10) days of ACC request, ACC may exercise its remedies for Default without further notice to Customer.

7. **Disconnection.** All contracts are for a twelve (12) month or one (1) year period. If Customer disconnects Services during the twelve (12) month term, Customer shall pay to ACC the following as liquidation damages (such amounts being an accurate estimation of ACC damages): (a) the monthly fees for the balance of the remaining Customer Term. Unless otherwise stated, the Customer Term for each Service is Twelve (12) months from the Billing Start Date. Customer must request Disconnection by the second to the last business day of the month, or Customer will be liable for fees for the month following the disconnection. For any End User Service disconnected during a month – after the twelve (12) month initial Term, ACC next invoice will reflect charges for the calendar month.
8. **Support and Maintenance.** Unless otherwise set forth, Customer shall provide a point of contact for all Services to ACC. ACC shall use reasonable commercial efforts to provide first-level support and limited second-level support to Customer for issues relating to the Services. Customer understands that ACC may, from time to time, need to interrupt Services for maintenance and other operational reasons, and that Customer shall not receive any compensation for such interruptions. If at all possible, ACC will give Customer reasonable advance notice of all such interruptions.
9. **Limited Warranty.** ACC warrants that it will perform all repair and installation Services in a workmanlike manner, consistent with prevailing industry standards for the same services. Customer's sole remedy, and ACC sole liability for any deficiency or non-performance of any of the Services shall be the credits set forth in the applicable Service Level Agreement, if any. Any failure to meet the metrics outlined in the SLA shall not be a

material breach of this Agreement. Customer acknowledges that certain Services are not covered by SLA credits and are provided on a strictly "as is" basis.

10. **Warranty Disclaimer.** Except for the one (1) Year Warranty for CPE and the limited warranties for SLA credits set forth above, all Services and all other products (including CPE) and Services hereunder are provided on an "as is" basis, and Customer's use thereof is at such parties' own risk. ACC does not make, and hereby disclaims, any and all other express and implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Except for the limited warranties set forth above and the one (1) year limited warranty for CPE, ACC does not warrant that the services will perform at a particular speed, or will be uninterrupted, error-free, or completely secure.

In addition to, but not in limitation of the above disclaimer neither ACC or its suppliers shall have any liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to (a) any unauthorized or improper use or modification of the CPE or Services by a party other than ACC, its subcontractors or agents; (b) any unauthorized combination of the CPE or Services with other CPE or Services by a party other than ACC, its subcontractors or agents; (c) any use of any version of firmware for a CPE other than the latest release of the CPE firmware made available by ACC; or (d) any breach of this Agreement by Customer. In addition to, but not in limitation of, the above disclaimer, ACC (and ACC suppliers) shall not be liable to Customer for any of the following resulting or in any way related to the Services or CPE: (1) viruses, worms, Trojan horses, or other undesirable data or software produced or initiated by third parties; (2) the attempt by unauthorized users (e.g. hackers) to obtain access to Customer's data, web site, computers, or networks through the Services or CPE.

11. **Representations and Warranties.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by each party and that neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby violate any provision of the charter or organizational documents of such party or any applicable law, regulatory governmental agency or any court of competent jurisdiction binding on such party, or violate or conflict with the terms of any agreements binding on such party.
12. **Term and Termination.** This Agreement shall remain in effect until terminated as set forth in this Section. The initial term of this Agreement shall be one (1) year from the Effective Date and shall continue month-to-month thereafter. After the Initial Term, either party may terminate this Agreement with a minimum thirty (30) days prior written notice to the other party.

If The Customer fails to pay the fees for Services or if the Customer breaches a material provision of the Agreement, ACC will send Customer (via e-mail) a notice of such default and may in its discretion, and without any further notice, discontinue services. If the Customer fails to cure a payment default thirty (30) calendar days after the date of the invoice or fails to cure the breach of a material provision of the Agreement, ACC may do any combination of the following in its discretion and without further notice: (a) terminate any or all of the Services, (b) disconnect Customer Circuit, (c) terminate this Agreement. In the event of a termination, Customer shall remain responsible for and shall pay ACC all fees accrued prior to the date of termination and all liability imposed hereunder for terminating the Services prior to the end of their respective Terms. ACC also may set-off

and apply any and all credits, rebates, deposits, accounts or monies owed to ACC and all of Customer's obligations under this Agreement.

13. **Effect of Expiration.** Provided that the Agreement is not terminated for Default, upon expiration or termination of this Agreement, ACC will continue to maintain all existing Services for the remainder of their respective terms, provided that Customer has paid and continues to pay all applicable fees for such Services and complies with any additional terms and conditions requested by ACC and with the terms and conditions of this Agreement. As long as any Services are in-services, all terms and conditions of this Agreement will survive any expiration or termination of the Agreement.
14. **Limitations of Liability.** Except for the indemnity provisions set below, and fees owed to ACC by Customer, neither party will be liable under any contract, negligence, strict liability or other theory for any lost revenue, lost profits, incidental, punitive, indirect or consequential damages with respect to any subject matter of this agreement, including but not limited to services and products. In no event will ACC or its suppliers be liable to customer or any third party for any claims arising out of or related to customer's business, its relationship with its end users, or otherwise. Neither ACC or its suppliers shall be liable for any damages associated with the interruption, unavailability, or loss of use of services or loss of data, even if advised of the possibility of such damages, neither ACC nor its suppliers will be liable for unauthorized access to customer's transmission facilities or premises equipment or for unauthorized access to or alteration, theft or destruction of a customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method devised by a third-party. Under any contract, negligence, tort, strict liability or other theory, will be limited to the total amount paid by customer to ACC for the services giving rise to such claim in the six (6) months prior to the occurrence of such claim.
15. **Indemnity and Insurance.** Customer shall defend, indemnify, and hold harmless ACC for any and all loss, damages and costs (including attorney's fees) arising from any third party claim in connection with: (a) the Services or CPE provided to Customer or the failure to provide such Services or CPE; (b) any misrepresentation or omission made to Customer regarding the Services and/or CPE that was not authorized by ACC in writing; (c) any claim by Customer arising from loss of service due to the termination of this Agreement; and (d) any violation by Customer of local, state, or federal laws, rules and regulations. Customer will not be required to indemnify ACC to the extent the cause of such claim is the result of ACC grossly negligent acts or willful misconduct, (e) any inadvertent damages caused during installation.

The indemnified party agrees to immediately notify the indemnifying party in writing of any written claims or demands against the indemnified party for which the indemnified party seeks indemnification from the indemnifying party under this Section 15 and the indemnifying party shall solely direct the defense of such claims. The indemnified party will cooperate therewith – provided that the indemnified party will be entitled to participate therein through counsel of its own choice and at its own expense. The indemnifying party will not settle any such claim or action without the prior written consent of indemnified party (which consent will not be unreasonably withheld or delayed). The indemnifying party agrees to accept liability for the indemnified party's defense or settlement of any such claims or demands if the indemnifying party fails to timely assume the defense of such claim or demand after being offered in writing the opportunity to do so.

16. **Force Majeure.** Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) if such failure is caused by acts of God, war, terrorist activities, strikes, inability to secure labor materials or third-party services, revolutions, fire, earthquake or other casualty, lack or failure of transportation, water or electrical facilities, changes in laws or governmental regulations or any other causes that are beyond the reasonable control of such party.
17. **Non Disparagement.** Neither ACC nor Customer shall make any untrue or disparaging remarks about the other party to any third party.

Services and Pricing

Description: ACC Broadband product provides the Customer with full Internet access. Each Customer account provides upstream and downstream maximum throughput rates that range from 128 kbps up to 6.0 Mbps (depending on the Service ordered). The Team Speed product does not include E911 or other emergency or ancillary services to 911 that may be available from incumbent local phone companies or other telecommunications services providers.

Product ordered:

Price per month:

CPE: ACC will make a recommendation to Customer of the required CPE which will be needed to provide Services for. ACC will provide pricing information to Customer at the time of order acceptance.

Type of equipment:

Price of equipment:

Service Install Charge (may not be applicable to all product types): This charge includes provisioning of PVC, installation of RJ45 Wall Jack, installation and configuration of PE (if it is purchased from or qualified by ACC), testing of the Customer Circuit and up to fifteen (15) minutes of installation or repair of inside wiring from RJ45 Wall Jack to NID or for tracing or toning across phone closets between RJ45 Wall Jack and the NID. (The Service Set-up Charge does not include Customer premises equipment or inside wiring beyond the first fifteen (15) minutes). ACC will provide pricing information to Customer at the time of order acceptance.

Service install charge (installation) Free for 3 year term

Field Technician Dispatch Charge: This charge is billed for the dispatch of Field Technician to a Customer location to service non-ACC service faults, Service upgrades and downgrades requiring the dispatch of a Field Technician. This charge does not include time for any work done at the Customer premises.

Field Technician Dispatch Charge: _____

Extra Time Charge. This charge is billed for each whole or partial (15) minute increment Field Technician is at the Customer premises during a Service Setup – other than the time included as part of the Service Setup Charge – or Field Technician dispatch during which Field Technician provides services that include: installation or repair

Customer Initial _____

Date _____

of inside wiring from RJ45 Wall Jack to NID or for tracing or toning across phone closets between the RJ45 Wall Jack and the NID; troubleshooting and/or repair of CPE, CPE configurations, or service setups. (These time charges are not included as part of the Service Setup or Field Technician Dispatch Charges).

Extra Time Charge: \$20.00 per 15 quarter hour or \$80.00 per hour

Disconnection Charge. This charge is billed for each Customer circuit that is disconnected after completion of service set-up by ACC and prior to the completion of the Customer Term. This does not include any charges which may be applicable for service cancellation fees.

Disconnection Charge: The balance of the contract plus fees

Cancellation Charge. This charge is billed for each Customer order that is cancelled more than five (5) full business days after the acceptance of the order with customer signature and prior to completion of the service setup by ACC.

Cancellation Charge: \$99.00

Missed Appointment Charge. This charge is billed when the Field Technician arrives at the Customer premises and does not have full access to complete the installation of the Customer Circuit (e.g., Customer no-show, ACC Field Technician's lack of access to the NID or rooftop, or Customer request for installation rescheduling or cancellation with less than one (1) full business day advance notice). It is the responsibility of the Customer to ensure that ACC has access to the building and/or rooftop. Customer should coordinate with the building landlord prior to the installation date.

Missed Appointment Charge: \$99.00

SUMMARY OF CUSTOMER ORDER:

Product ordered:

Price per month:

Type of equipment:

Price of equipment:

Service install charge (installation):

Field Technician Dispatch Charge: \$175.00

Extra Time Charge: \$20.00 per 15 quarter hour or \$80.00 per hour

Disconnection Charge: The balance of the contract plus fees

Cancellation Charge: \$99.00

Missed Appointment Charge: \$99.00

I agree – by initialing and signing this Agreement – to the terms and conditions contained herein. The date of my signature will be the date that this Agreement becomes effective.

Signature

Date

Customer Initial _____

Date _____

Exhibit O

One Stop/Applewood Communications Corporation Terms and Conditions

These terms and conditions state important requirements regarding your use of the One Stop/Applewood Communications Corporation VoIP product – being marketed as _____.

You should read these terms and conditions carefully as they contain important information regarding your rights and ours.

(1) AGREEMENT

This is an agreement between the subscriber ("you," "your," or "Subscriber") and One Stop/Applewood Communications Corporation ("OS/ACC," "us" or "we"). The Agreement describes the Terms and Conditions under which you agree to use One Stop/Applewood Communications Corporation VoIP service and under which we agree to provide the Service to you. You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of either a written or online order; (b) your accepting the Terms of Service electronically during registration; (c) your use of the Service; or (d) your retention of the Equipment we provide for more than 7 days following delivery.

(2) DEFINITION OF SERVICE:

One Stop/Applewood Communications Corporation VoIP product is an enhanced voice communication service which uses a data network (like the Internet) to transport voice communications that have been converted into data packets. For purposes of this Agreement, the term "Service" shall mean One Stop/Applewood Communications Corporation VoIP, including all Software, Equipment and other features, products and services provided by One Stop/Applewood Communications Corporation under the pricing plan that you have selected. For purposes of this Agreement, "Equipment" shall mean a One Stop/Applewood Communications Corporation-provided Telephone Adapter ("Adapter"), accompanying Ethernet Cable, and power cord.

(3) REVISIONS TO TERMS AND PRICING:

From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing for the Service. Notice of revisions to the Agreement or pricing shall be posted on the One Stop/Applewood Communications Corporation or other marketing affiliate web site ("the Web Site") and deemed given upon notice to you. We may provide notice to you by sending you an e-mail at the e-mail address you registered or by leaving you a voice mail in your mailbox. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the termination provisions provided in this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

(4) SERVICE USE AND LIMITATIONS

(A) You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter this Agreement and affirm that the information you supply to use is correct and complete. You understand that One Stop/Applewood Communications Corporation relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify One Stop/Applewood Communications Corporation whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date).

(B) YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR ACCOUNT. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account, with or without your permission. You acknowledge that One Stop/Applewood Communications Corporation will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by OS/ACC to authenticate customer calls and should not be shared.

(C) RESIDENTIAL CUSTOMER ACCOUNTS -- USE OF SERVICE AND DEVICE. The Service is provided to you as a residential user, for your personal, residential, non-business and nonprofessional use. This means that you are not using it for any commercial or governmental activities, profit-making or nonprofit, including, but not limited to home office, business, sales, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without express written

permission from OS/ACC in advance. OS/ACC reserves the right to immediately terminate, change the calling plan or modify the Service if OS/ACC determines, in its sole discretion, that you are using the Service for non-residential or commercial use. Usage in excess of 3,000 minutes in any month, shall be considered above normal residential use and may be investigated and subject to the conditions above. You acknowledge and understand that you cannot make 500, 700, 900, 976, and 0+ collect calls or dial-around calls (e.g., 1010-XXXX). In addition, you understand that this service does not support n11 calling with the exception of 411 and the limited form of 911 described below.

- (D) BUSINESS USE OF SERVICE AND DEVICE.** If you selected a Business Customer Account, the Service is provided to you as a business user. This means that you are not to resell or transfer the service to any person for any purpose, without express written permission from OS/ACC in advance. You agree that the OS/ACC Business customers do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. OS/ACC reserves the right to immediately terminate or modify the Service, if OS/ACC determines, in its sole discretion, that the Customer's Service is being used for any of the aforementioned activities. Customer is responsible for supplying the standard SIP based Customer Premise Equipment (CPE) ("device") for use with this Service. Business Customers are solely responsible for providing, operating, and supporting the device they use in conjunction with OS/ACC' Service.
- (E) RESPONSIBILITY FOR USE OF SERVICE.** You agree that your use of the Service, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with, OS/ACC. You further agree that OS/ACC does not own or control all of the various facilities and communications line through which the Service may be provided. You also agree to use the Service only within the United State – unless a specific plan has been purchased allowing for this feature.
- (F) LOSS OF SERVICE DUE TO POWER OR BROADBAND FAILURE.** You acknowledge and understand that the Service will not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service. In addition, since the Service is dependent on the broadband connection, the availability of an adequate power supply and correct Equipment Configuration, OS/ACC does not guarantee that the Service will be continuous or error-free. OS/ACC will not offer credits for service failures due to power outages or disruptions in your broadband connection.
- (G) INTERNATIONAL CALLING.** You will be able to make calls to destinations outside the United States. Depending on your plan, charges for calls to Canada, Mexico, and all other international locations will be calculated according to the appropriate rate, which is available on the web site. Information on current international rates is also available by contacting OS/ACC Customer Care. The current charges and rates for international calling and terms and conditions of use thereof are incorporated into this Agreement. OS/ACC reserves the right to block calls to certain countries in the event we determine that such calls may be linked to fraudulent or illegal activities or in the event a country places any other restrictions on Internet traffic. All charges for international calls are due upon receipt and will be deducted from the Payment method as listed on the Authorization to Bill.
- (H) SERVICE FOR AUTHORIZED USERS ONLY.** Use of this Service may be monitored to insure proper operations and for other quality purposes, to prevent or address misuse, or to meet obligations imposed under applicable laws, regulations, or orders. You acknowledge and understand that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable state federal law.
- (I) INCOMPATIBILITY WITH HOME SECURITY SYSTEMS AND CERTAIN OTHER NON-VOICE COMMUNICATIONS EQUIPMENT.** You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including, but not limited to, some home security systems that are set up to make automatic phone calls, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against OS/ACC for interference with or disruption of such systems due to the Service.

(4) PRIVACY POLICY

The Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that OS/ACC cannot guarantee that voice-over Internet protocol communications is completely secure. OS/ACC will treat your personal information in accordance with the terms of this Agreement.

(5) LIMITATIONS ON EMERGENCY RESPONSE SERVICES – TRADITIONAL 911 AND E911 NOT AVAILABLE.

- (A) **You must maintain an alternate means of requesting emergency services.** You acknowledge and understand that OS/ACC does not support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by OS/ACC differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests, and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service.
- (B) **The Emergency Response Service Will NOT Receive Automated Number and Location Identification.** You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or find your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in the Agreement.
- (C) **You Must Register Your Correct Service Address for the Limited Emergency Response Service.** You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide OS/ACC the physical address where you will use your Service. When you dial 911 with OS/ACC, your call will be routed to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with OS/ACC. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls, and it is possible the lines at the PSAP will be occupied and that you will get a busy signal.
- (D) **Emergency Calls from a Location other than Your Service Address May not be Directed Correctly To a Local Emergency Service Provider.** You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with OS/ACC (e.g. if you move or use the Service while you are traveling), unless you have completed registration of such location as described below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.
- (E) **You Must Update Your Service Address If You Move or If You Use the Service from a New Location.** You acknowledge and understand that the limited emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location by updating your Service Address on your Personal Account Manager (myaccount) or by calling Customer Service, and OS/ACC has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to OS/ACC.
- (F) **Power or Broadband Service Outage.** You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, OS/ACC, including the limited emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing OS/ACC or the limited emergency response service.

- (G) **Service Outage Due to Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including the limited emergency response service.
- (H) **Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls.** You acknowledge and understand that calls made using the limited emergency response service of OS/ACC may be subject to network congestion and/or reduced routing speed.
- (I) **Some Emergency Service Providers Do not Accept 911 Calls from OS/ACC Customers.** OS/ACC is able to offer Limited emergency Response services in most area of the country; however, there are some areas where 911 calls will not be answered.

(7) LOCAL NUMBER PORTABILITY

In the event you are transferring an existing phone number that currently is subscribed to a carrier other than OS/ACC for local service, the following terms and conditions apply:

- (A) You hereby authorize OS/ACC to process your order for the Service and to notify your local telephone company of your decision to switch your local services to the Service and to transfer your telephone number, and represent that you are authorized to take these actions.
- (B) You agree and acknowledge that you must install and activate your Equipment prior to the date that the number switch becomes effective ("Port Effective Date").
- (C) OS/ACC has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

(8) SOFTWARE LICENSES

- (A) In connection with our provision of the Service, we may provide to you, via download, CD, other media or other delivery method, the use of certain software which is owned by OS/ACC or its third-party licensors, providers and suppliers, and which may be provided free or for a fee ("Software"). We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. Your failure to do so is your responsibility and may affect the Service. You may use the Software only as part of or for use with the Service and for no other purpose.
- (B) The Software may be accompanied by an end-user license agreement from OS/ACC or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end-user license agreement unless you first agree to the terms and conditions of the end-user license agreement.
- (C) With regard to any Software which is not accompanied by an end-user license agreement, you are hereby granted a revocable, nonexclusive, nontransferable license by OS/ACC or its third-party licensors, providers or suppliers to use the Software (including any corrections, updates and upgrades we provide to you) subject to the following restrictions:
 - a. You may not make any copies of the software;
 - b. You agree that the Software is the confidential information of OS/ACC or its third-party licensors, providers or suppliers, and contained copyrighted material, trade secrets, patents and proprietary information owned by OS/ACC or its third-party licensors, providers or suppliers which you shall not disclose to others or use except as expressly permitted here;
 - c. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, or otherwise reduce the Software to a human readable form;
 - d. You may not modify, rent, lease, loan, use for commercial timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software or otherwise transfer the Software to any third party;
 - e. You may not remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software;

- f. You acknowledge that this license is not a sale of intellectual property and that OS/ACC or its third-party licensors, providers or suppliers continue to own all rights, title and interest, including, but not limited to any copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation; and
 - g. The Software may be used in the United States only without express written consent from OS/ACC. Any other export of the Software is strictly prohibited.
- (D) We shall provide technical assistance and support for the Software in accordance with our then-current policies. Unless otherwise provided in such policies, OS/ACC does not provide technical assistance or support for any third-party software, and technical assistance or support with regard to third-party software is solely provided in accordance with such third-party's policies or other terms.
- (E) Your license to use the Software shall remain in full force and effect unless and until terminated by OS/ACC, its third-party licensors, providers or suppliers. Upon termination of your Service for any reason, you must cease all use of the Software and immediately delete the Software from your computer.

(9) TERM AND TERMINATION

- (A) **Effective Date and Term.** This Agreement goes into effect upon your acceptance of this Agreement and shall continue, subject to the terms of this paragraph, until terminated by either party as permitted by this Agreement.
- (B) **OS/ACC offers the following Limited Money-Back Guarantee.** OS/ACC offers a fourteen (14) day money-back guarantee period which begins either when you activate your OS/ACC-provided adapter or seven (7) days after you order the Service, whichever is earlier ("the Guarantee Period"). During the Guarantee Period, if you have used fewer than 250 minutes of domestic usage, you may cancel the Service and receive a full refund of any monthly charges paid to OS/ACC and any used amounts remaining in your Extra Services Account that you deposited. If you cancel within the Guarantee Period, but have used more than 250 minutes of domestic usage, you may cancel the Service and will receive any amounts remaining in your Extra Services Account that you deposited. Set-up charges will not be refunded. Shipping and handling charges will not be refunded. If you cancel within the Guarantee Period, OS/ACC will require you to return the Equipment within 14 days. Failure to return the Equipment in working condition will result in a charge to the payment method listed on your Authorization to Bill form, as explained to you during the ordering process. If you terminate this Agreement after the Guarantee Period, you must return the Equipment within 14 days. Failure to return the Equipment in working condition will result in a charge to the payment method listed on your Authorization to Bill form, as explained to you during the ordering process.
- (C) **Termination of Service.** Either you or OS/ACC may terminate this Agreement without cause by giving written notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective upon your notice to OS/ACC. If this Agreement is terminated after the expiration of the Guarantee Period, but prior to the end of the first year of Service, you will be charged a Termination Fee, as described to you when you ordered the service. Termination by OS/ACC shall be effective thirty (30) days after the date of the notice to you, except as otherwise provided in this Agreement. With the exception of the Money-Back Guarantee, OS/ACC will not refund monthly charges paid to OS/ACC when the Service is terminated between billing cycles.
- (D) **Termination and/or Suspension by OS/ACC. IF**
1. You are in breach of any terms of this Agreement or any payment obligations with respect to the Service,
 2. Your use of the Service is prohibited by law or is disruptive to, adversely impacts, or causes a malfunction to the Service, OS/ACC' network or the use and enjoyment of other users,
 3. OS/ACC is required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service,
 4. A ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement,
 5. OS/ACC for any reason ceases to offer the Service; or
 6. You no longer meet the prerequisites for the Service,

Then OS/ACC may terminate or suspend your Service immediately without notice. OS/ACC shall have sole discretion in its determinate of whether any of the conditions (1) – (6) is met.

- (E) **Terminated Account.** OS/ACC, in its sole discretion, may refuse to accept your application for renewal or re-subscription following a termination or suspension to your use of the Service. If your Service is terminated for any reason, you agree to pay a reconnection fee if the Service is reactivated. If your Service is terminated for any reason, you must return all Equipment within 14 days. Failure to return Equipment in working condition will result in a charge to the payment method listed on your Authorization to Bill form, as explained to you during the ordering process.
- (F) **Regulatory Compliance.** In the event there is a ruling, regulation or order issued by a judicial, legislative, or regulatory body that causes OS/ACC to believe that this Agreement may be in conflict with such rules, regulations, and orders, OS/ACC may terminate or modify your Service and/or this Agreement immediately without notice.

(10) PRICING AND PAYMENT

- (A) **Prices and Fees.** OS/ACC fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable monthly charge. You further agree that any taxes and other charges, including, but not limited to, account setup fees, early termination fees, adapter fees, equipment charges, shipping and handling and other nonrecurring charges will be charged to the payment method listed on your Authorization to Bill form. You also agree to pay any additional charges or fees applied to your billing account for any reason, including, but not limited to, interest and charges due to insufficient credit. Monthly recurring charges will be billed one month in advance. Your method of payment as listed on your Authorization to Bill form will be charged on the day that your order is shipped and/or processed. Your next billing cycle will begin either seven days from your shipment date or the day you activate your Service, whichever comes first. Your method of payment as listed on your Authorization to Bill form will be charged on the first day of every cycle.
- (B) **Taxes and other charges.** OS/ACC will charge you for any applicable taxes, fees, surcharges or other charges made using the Service, unless you can show with documentation satisfactory to OS/ACC that you are exempt. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your regular telephone.
- (C) **YOU AGREE THAT WE MAY CHARGE YOUR PAYMENT METHOD AS LISTED ON THE AUTHORIZATION TO BILL FORM FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** You agree to provide us with a payment method satisfactory to OS/ACC. You agree to indemnify us for any claims or expenses, which may be a result of the payment method. You agree NOT to dispute any charges on your credit/debit card. You agree NOT to stop any ACH or EFT payments. If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full and there will be a 25.00 additional fee. If any ACH or EFT attempted payment is declined for any reason, there may be a 25.00 additional fee and you will not be able to use the Service until your account is paid in full.
- (D) **Extra Services Account.** Your Extra Services Account is a prepaid account in which a certain dollar amount is set aside to cover charges on your account that are not covered by your monthly fee. For example, charges and applicable taxes associated with international calls, Directory Assistance calls, and calling beyond the plan allotment of minutes will be automatically deducted from your Extra Services Account. When the balance of your Extra Services Account reaches the Minimum Threshold Amount, your account will be automatically re-charged back to a preset dollar amount on your credit card. This preset dollar Re-Charge Amount may be taxes at the time it is charged to your Extra Services Account. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD WHEN YOUR EXTRA SERVICES ACCOUNT REACHES THE MINIMUM THRESHOLD AMOUNT> THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A BILLING CYCLE.** The "Minimum Threshold Amount" will be posted on the Web Site and may be revised from time to time.

- (E) Discontinuation of Service for NonPayment. Service to you may be denied or discontinued without notice at any time in the event your payment provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new payment method BEFORE the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 48 hours to provide OS/ACC your new payment information. If the payment issue is not resolved within 48 hours, OS/ACC will place you on a per-minute calling plan when your next billing cycle begins, as well as applying a 25.00 additional fee. The per-minute usage charges and the additional fee will be deducted from your Extra Services Account. When the balance of your Extra Services Account is depleted, Service will be terminated. If your payment method is approved within 48 hours, your calling plan and billing cycle will remain unchanged and there will be no additional fee. We reserve the right to modify the per-minute calling plan at any time. You agree to pay all charges owed to OS/ACC, including, but not limited to the early termination fee. In the event, OS/ACC utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including any attorneys' fees. In the event that your service is terminated for non-payment, all equipment must be returned within 14 days. Failure to return the Equipment in working condition will result in an additional charge.
- (F) OS/ACC may limit the number of promotions you may be eligible for in a given period.
- (G) The waiver of any fees or charges lies solely in the discretion of OS/ACC. No affiliated marketing partner or registered agent has the authority to waive ANY FEES OR CHARGES.

(11) MANAGEMENT OF YOUR DATA AND COMPUTER.

- (A) System Management and Service Performance. You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. OS/ACC will only provide technical assistance with respect to your OS/ACC-provided adapter.
- (B) Monitoring of Network performance. OS/ACC automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the software in order to provide customized technical support. No adjustments to your computer settings will be made WITHOUT your permission. You hereby consent to OS/ACC' monitoring of your internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service.

(12) DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- (A) You acknowledge and agree that the Service is provided on an "as is" or "as available" basis, with all faults. The entire risk as to the quality and performance of the service is with you, the buyer, should the service prove defective following purchase, you, and not the manufacturer, distributor, or the retailer, assume the entire cost of all necessary servicing or repair except as otherwise specifically set forth in this agreement and as otherwise specifically set forth in any manufacture warranty for any equipment provided by OS/ACC (but only if such warranty is included with such equipment, OS/ACC (and its officers, employees, parent, subsidiaries and affiliates), its third-party licensors, providers and suppliers, disclaim any and all warranties for the service, whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference, title, compatibility of computer systems, integration and those arising from course of dealing, course of trade, or arising under statute. OS/ACC does not warrant that the service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Nor shall information given by OS/ACC or its representative create a warranty. Use of OS/ACC technical support is at your own risk and is not warranted.

- (B) In no event shall OS/ACC (or its officers, employees, parent, subsidiaries, or affiliates), its third-party licensors, providers or suppliers, including ISP's, be liable for
1. Any indirect, special, consequential or incidental damages including without limitation lost profits or loss of revenue or damage to data, computer equipment or routes arriving out of the use, partial use or inability to use the service or OS/ACC-provided equipment, regardless of the type of claim or the nature of the cause of action, including without limitation, those arising under contract, tort, negligence or strict liability, even if OS/ACC has been advised of the possibility of such claim or damages; or
 2. Any claims against you by any other party.
- (C) OS/ACC shall not be liable for any delay or failure to provide the Service, at any time, or from time to time, or for any interruption or degradation of voice quality that is caused by any of the following:
1. Act or omission of an underlying carrier, service provider, vendor or other third party,
 2. Equipment, network, or facility failure,
 3. Equipment, network, or facility upgrade or modification,
 4. Equipment, network, or facility shortage,
 5. Equipment or facility relocation,
 6. Service equipment, network or facility failure caused by the loss of power to you, or
 7. Any other case that is beyond OS/ACC' control, including without limitation the failure of incoming or outgoing communications, the inability of communications to be recorded or completed or degradation of voice quality.
- (D) OS/ACC shall not be liable for any service outage and/or inability to access emergency service personnel through 911, E911, or otherwise.
- (E) OS/ACC' liability for any failure or mistake shall in no event exceeds service charges with respect to the affected time period.
- (F) All limitations and disclaimers stated in this paragraph also apply to OS/ACC' third-party licensors, providers and suppliers as third-party beneficiaries of this agreement.
- (G) Any rights or limits stated here in are the maximum for which OS/ACC (and its officers, employees, parent, subsidiaries, and affiliates), OS/ACC' third-party licensors, providers and suppliers, are collectively responsible.
- (H) The remedies expressly set forth in this agreement are your sole and exclusive remedies. You may have additional rights under certain laws (such as consumer laws), which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply to you. Upon determination that any such exclusion or limitation does not apply, OS/ACC may, in its sole discretion, modify this agreement pursuant to Section 3 to effect the original intent as closely as possible.
- (I) OS/ACC reserves the right to pursue any and all legal and equitable claims against you pertaining to your use or misuse of the Service or for your breach of this Agreement (including any policies relating to the Service).

(13) INDEMNIFICATION

You agree to defend, indemnify and hold harmless OS/ACC from and against all claims, losses, damages, fines,

Liabilities, penalties, costs and expenses, including reasonable attorney's fees, related to or arising from:

1. Any violation of applicable laws, regulations of this Agreement by you (or any parties who use your account, with or without your permission, to access the Service),
2. Negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service),
3. Injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of OS/ACC.
4. Claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet, or
5. The absence, failure, or outage of the Service, including the limited emergency response service accessible through OS/ACC and/or inability of you or any third-party user of your Service to be able to access emergency service personnel.

(14) NOTICES

Notices from you required under this Agreement shall be provided to OS/ACC in accordance with the methods set forth on the Web site. Notices by OS/ACC to you will be provided by one or more of the following: posting on our Web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or e-mail to an address provided by you.

(15) GENERAL PROVISIONS

- (A)** All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Software Licenses, Disclaimer of Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.
- (B)** OS/ACC will not be liable for delays, damages, or failures in performance due to causes beyond its reasonable control, including, but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- (C)** You agree not to assign or otherwise transfer this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.
- (D)** You and OS/ACC agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. You and OS/ACC consent to the exclusive personal jurisdiction of and venue in a court located in the Commonwealth of Virginia for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement or to the Service. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- (E)** In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. We reserve the right to modify the Service to reflect any change in any governing law, applicable tariff or underlying network service or component affecting the Service.
- (F)** OS/ACC' failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- (G)** This Agreement, including all Attachments and all other policies posted on the Web site, which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and OS/ACC with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or any other documents, written or electronic, are void.

Exhibit P

Provision of Services

Broadband services:

1. **Provision of Services.** Customer has ordered and APPLEWOOD will supply, the Services that the Customer has requested and are listed on the last page of this agreement along with pricing. All Services will be supplied in accordance with this Agreement.

Customer shall purchase Services for a term of no less than one (1) year (consisting of 365 days). Customer's Term will begin on the date of installation. At the end of the One Year Term, APPLEWOOD may continue to provide the Services on a month-to-month basis, subject to continuing payment of applicable fees and Customer's compliance with terms and conditions requested by APPLEWOOD. Customer shall provide APPLEWOOD with all information reasonably requested to allow APPLEWOOD to successfully install and maintain each Service. APPLEWOOD reserves the sole and exclusive right to determine its service area, and the right to maintain, reconfigure, or discontinue any Service.

Customer acknowledges that APPLEWOOD has to establish prices and terms for Services based on governmental laws, rules, regulations, orders, and decisions. If any of the cost factors which are charged by the network providers increase or if any of the terms of service change as a result of changes to governmental rules, laws or regulations or pursuant to new decisions or orders issued by applicable regulatory or judicial bodies, APPLEWOOD reserves the right to increase the price charged to Customer and/or change the terms of service hereunder, effective thirty (30) days following the date of notice to the Customer. If Customer does not agree to accept the new pricing and/or revised terms, Customer may terminate the affected Services without penalty within thirty (30) days of the date of such notice. Any continued use of the Services thirty (30) days after the notice date shall be deemed acceptance of the new prices and/or terms.

VOIP services:

1. GENERAL PROVISIONS

- (A) All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Software Licenses, Disclaimer of Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.
- (B) APPLEWOOD will not be liable for delays, damages, or failures in performance due to causes beyond its reasonable control, including, but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

- (C) You agree not to assign or otherwise transfer this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.
- (D) You and APPLEWOOD agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. You and APPLEWOOD consent to the exclusive personal jurisdiction of and venue in a court located in the Commonwealth of Virginia for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement or to the Service. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- (E) In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. We reserve the right to modify the Service to reflect any change in any governing law, applicable tariff or underlying network service or component affecting the Service.
- (F) APPLEWOOD'S failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- (G) This Agreement, including all Attachments and all other policies posted on the Web site, which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and APPLEWOOD with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or any other documents, written or electronic, are void.

Exhibit Q

**Tariff Schedule Applicable to
Telecommunications Services Furnished by
Applewood Communications Corporation
Between Points Within the State of Ohio**

CHECK SHEET

Sheets 1 through 5 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as names below compromise all changes from the original tariff and are currently effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original

*New or Revised Sheet

ISSUE DATE: _____

EFFECTIVE DATE: _____

Courtlandt Miller, President
Applewood Communications Corporation
424 Madison Avenue, Ste. 800
New York, NY 10017

TABLE OF CONTENTS

1.	GENERAL	3
1.1	Application of the Tariff	3
1.2	Undertaking of the Company	3
1.3	Services and Rates	3
1.4	Late Payment Charges	5
1.5	Customer Complaints and Billing Disputes	5
1.6	Returned Check Charge	5
1.7	Company Website and Terms and Conditions	5

ISSUE DATE: _____

EFFECTIVE DATE: _____

Courtlandt Miller, President
 Applewood Communications Corporation
 424 Madison Avenue, Ste. 800
 New York, NY 10017

1. GENERAL

"Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to the Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". **These rights and responsibilities include complaint handling, ordering or changed service, service repair, payment of bills, and disconnection and reconnection of service."**

1.1 Application of the Tariff

1.1.1 The Company's service territory is the State of Ohio

1.1.2 The Company's services are available to business and residential customers.

1.2 Undertaking of the Company

1.2.1 To the extent provided herein, the Company undertakes to furnish communications services to business and residential customers pursuant to the terms of this tariff in connection with one-way and two-way information transmission between points in the State of Ohio.

1.3 Services and Rates

1.3.1 **Broadband:** Applewood fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable monthly charge. You further agree that any taxes and other charges, including, but not limited to, account, setup fees, early termination fees, adapter fees, equipment charges, shipping and handling and other non recurring charges will be charged to the payment method listed on your Authorization to Bill form. You also agree to pay any additional charges or fees applied to your billing account for any reason, including, but not limited to, interest and charges due to insufficient credit. Monthly recurring charges will be billed one month in advance. Your method of payment as listed on your Authorization to Bill form will be charged on the day that your order is shipped and/or processed. Your next billing cycle will begin either seven days from your shipment date or the day you activate your Service, whichever comes first. Your method of payment as listed on your Authorization to Bill form will be charged on the first day of every cycle. The product provides the Customer with full Internet access. Each Customer account provides upstream and downstream maximum throughput rates that range from 128 kbps up to 6.0 Mbps (depending on the Service ordered.) The product does not include E911 or other emergency or ancillary service to 911 that may be available from incumbent local phone companies or other telecommunications services providers.

CPE: Applewood will make a recommendation to the Customer of the required CPE which is needed to provide Services for Broadband. Applewood will provide pricing information to Customer at the time of order acceptance.

ISSUE DATE: _____

EFFECTIVE DATE: _____

Courtlandt Miller, President
Applewood Communications Corporation
424 Madison Avenue, Ste. 800
New York, NY 10017

Service Install Charge (may not be applicable to all product types): This charge includes provisioning of PVC, installation of RJ45 Wall Jack, installation and configuration of PE (if it is purchased from or qualified by Applewood Communications), testing of the Customer Circuit and up to fifteen (15) minutes of installation or repair of inside wiring from RJ45 Wall Jack to NID or for tracing or toning across phone closets between RJ45 Wall Jack and the NID. (The Service Set-up Charge does not include Customer premises equipment or inside wiring beyond the first fifteen (15) minutes). Applewood Communications will provide pricing information to Customer at the time of order acceptance.

Field Technician Dispatch Charge: This charge is billed for the dispatch of Field Technician to a Customer location to service non-Applewood Communications service faults, Service upgrades and downgrades requiring the dispatch of a Field Technician. This charge does not include time for any work done at the Customer premises.

Field Technician Dispatch Charge: \$175.00

Extra Time Charge. This charge is billed for each whole or partial (15) minute increment Field Technician is at the Customer premises during a Service Setup – other than the time included as part of the Service Setup Charge – or Field Technician dispatch during which Field Technician provides services that include: installation or repair of inside wiring from RJ45 Wall Jack to NID or for tracing or toning across phone closets between the RJ45 Wall Jack and the NID; troubleshooting and/or repair of CPE, CPE configurations, or service setups. (These time charges are not included as part of the Service Setup or Field Technician Dispatch Charges).

Extra Time Charge: \$20.00 per 15 quarter hour or \$80.00 per hour

Disconnection Charge. This charge is billed for each Customer circuit that is disconnected after completion of service set-up by Applewood Communications and prior to the completion of the Customer Term. This does not include any charges which may be applicable for service cancellation fees.

Disconnection Charge: The balance of the contract plus fees

Cancellation Charge. This charge is billed for each Customer order that is cancelled more than five (5) full business days after the acceptance of the order with customer signature and prior to completion of the service setup by Applewood Communications.

Cancellation Charge: \$99.00

Missed Appointment Charge. This charge is billed when the Field Technician arrives at the Customer premises and does not have full access to complete the installation of the Customer Circuit (e.g., Customer no-show, Applewood Communications Field Technician's lack of access to the NID or rooftop, or Customer request for

ISSUE DATE: _____

EFFECTIVE DATE: _____

Courtlandt Miller, President
Applewood Communications Corporation
424 Madison Avenue, Ste. 800
New York, NY 10017

installation rescheduling or cancellation with less than one (1) full business day advance notice). It is the responsibility of the Customer to ensure that Applewood Communications has access to the building and/or rooftop Customer should coordinate with the building landlord prior to the installation date.

Missed Appointment Charge: \$99.00

1.4 Late Payment Charges

1.4.1 The Company agrees to abide by all Commission regulations governing late payment charges. The Company will charge 1.5% of the customers past due balance.

1.4.2 Any charges that are disputed by a Customer shall not be subject to late payment charges regardless of the outcome of the dispute.

1.5 Customer Complaints and Billing Disputes

1.5.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

1.5.2 Customer complaints and billing disputes that are not satisfactory resolved may be presented by the Customer to:

If you have a dispute that is not resolved after you have called Applewood Communications Corporation, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

1.5.3 The Company agrees to abide by all Commission regulations governing late payment charges. The Company will charge 1.5% of the customers past due balance.

1.5.4 The Company will not collect attorney fees or court costs from Customers.

1.6 Returned Check Charge

1.6.1 The charge for a returned check is \$35.00

1.7 Company Website and Terms and Conditions

1.7.1 The Company's Website is www.myapplewood.com and Conditions of Use can be found at <https://www.nyeaccount.com/MainPage.htm>.

ISSUE DATE: _____

EFFECTIVE DATE: _____

Courtlandt Miller, President
Applewood Communications Corporation
424 Madison Avenue, Ste. 800
New York, NY 10017

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/29/2008 3:11:06 PM

in

Case No(s). ~~08-1207-TP-ACE~~
08-1271-TP-ACE

Summary: Application In the Matter of the Application of Applewood Communications Corporation For a Certificate of Public Convenience and Necessity To Operate as a Reseller of Telecommunications Services Within the State of Connecticut electronically filed by Ms. Amy B Duffer on behalf of Applewood Communications Corporation