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FILE

09-844-TRACE

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Synergies Law Group, PLLC

September 22, 2009

VIA OVERNIGHT DELIVERY

Renee Jenkins, Secretary
Docketing Department
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793

RECEIVED-DOCKETING DIV
2009 SEP 23 AM 10:03
PUCO

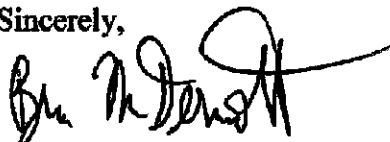
RE: Application of Magellan Hill Technologies, LLC; Motion for Protective Order

Dear Ms. Jenkins:

Enclosed for filing on behalf of Magellan Hill Technologies, LLC ("Magellan"), by and through undersigned counsel, is an Application to Receive a Certificate Authorizing it as a CTS Provider. In support of this Application, Magellan is submitting its financial statements under seal. In connection with the Confidential filing, attached is a Verified Motion for Protective Order. One copy of the Confidential information is being provided in a sealed envelope with the original Verified Motion for Protective Order.

An original and ten (10) copies of this letter are enclosed. Please date stamp and return the enclosed extra copy attached to this letter in the provided self-addressed stamped envelope. Please do not hesitate to contact the undersigned with any questions.

Sincerely,



Edward S. Quill, Jr.
Brian McDermott

Counsel for Magellan Hill Technologies, LLC

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of
Magellan Hill Technologies, LLC to
Receive a Certificate Authorizing it as a
CTS Provider.

TRF Docket No. 90-_____

Case No. 09 - 844 - TP - ACE

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

Name of Registrant(s) Magellan Hill Technologies, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 30 Washington Avenue, Suite D-11, Haddonfield, NJ 08033

Company Web Address http://www.magellanhill.com

Regulatory Contact Person(s) Karen Dupke

Phone (856) 795-9500

Fax (856) 795-7440

ex 2220

Regulatory Contact Person's Email Address Karen.Dupke@magellanhill.com

Contact Person for Annual Report Karen Dupke

Phone (856) 795-9500

ex 2220

Address (if different from above) _____

Consumer Contact Information Karen Dupke

Phone (856) 795-9500

ex 2220

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(E) (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	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(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 90 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, Karen Dupke, 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) 9-22-09

at (Location) 30 Washington Avenue

Wadsworth, N.J. 08033

*(Signature and Title)

Karen Dupke, EVP

(Date) 9-22-09

- 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, Karen Dunke, Executive Vice President of Magellan Hill Technologies, LLC,

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) Karen Dunke, EVP

(Date) 9-22-09

*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 06-980-AU-WVR

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

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-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
Magellan Hill Technologies, LLC to
Receive a Certificate Authorizing it as a
CTS Provider.

)
)
)
)

Case No. _____ - _____ -TP - _____

Name of Registrant(s) Magellan Hill Technologies, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 30 Washington Avenue, Suite D-11, Haddonfield, NJ 08033

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
See Exhibit A.

☐ Local Tariff

☐ 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
See Exhibit B.

☒ Statement about the provision of
CTS services See Exhibit B.

☒ Description of the proposed market
area See Exhibit B.

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

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

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation
See Exhibit C.

☒ Ohio Secretary of State² &
Certificate of Good Standing
See Exhibit D.

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. See Exhibit B.

☒ 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. See Exhibit E.

☒ Documentation to support the applicant's cash and funding sources. See Exhibit E.

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. See Exhibit F.

☒ List of names, addresses, and phone numbers of officers and directors, or partners. See Exhibit B.

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.

■ Documentation indicating the applicant's corporate structure and ownership. *See Exhibit B.*

■ Information regarding any similar operations in other states. *See Exhibit B.*

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

■ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP. *See Exhibit B.*

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

■ Verification of compliance with any affiliate transaction requirements. *See Exhibit B.*

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

■ Explanation as to whether rates are derived through (check all applicable): *See Exhibit B.*

☐ interconnection agreement

☐ retail tariffs

☐ resale tariffs

■ Explanation as to which service areas company currently has an approved interconnection or resale agreement. *See Exhibits B and G.*

■ 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. *See Exhibit B.*

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). *See Exhibit B at Pages 20-22.; see also Exhibit A at Pages 18-20.*

■ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. *See Exhibit H.*

■ Provide a copy of any customer application form required in order to establish residential service, if applicable. *See Exhibit I.*

☐ 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 Karen Dupke
(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

9-22-09

at 30 Washington Avenue, Suite D,
Haddonfield, NJ. 08033

[Signature]
(Signature and Title)

08033

(Date)

EXHIBITS

- Exhibit A - Interexchange Service Product Guide**
- Exhibit B - Description of Applicant and Services**
- Exhibit C - Secretary of State Authority to Transact Business in Ohio**
- Exhibit D - Department of Taxation Registration**
- Exhibit E - Financial Information**
- Exhibit F - Management Biographies**
- Exhibit G - Sample Customer Bill and Disconnection Notice**
- Exhibit H - Service Requirements Form for Business Services**
- Exhibit I - Qwest Agreement**
- Exhibit J - Affidavit on Qwest Agreement**

EXHIBIT A

Interexchange Service Product Guide

**Product Guide Applicable to
Resold
Interexchange Services
Furnished by
Magellan Hill Technologies, LLC
Between Points Within the State of Ohio**

Issued September 23, 2009

**Bradford M. Bono
Magellan Hill Technologies, LLC
30 Washington Avenue, Suite D-11
Haddonfield, NJ 08033**

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GUIDE FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to this Product Guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2

2.1

2.1.1

2.1.1.1

DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Carrier," "Company" or "Utility" refers to Magellan Hill Technologies, LLC ("Magellan Hill").

"Commission" refers to the Public Utilities Commission of Ohio.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted Service or who is responsible for payment of Service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated Service the Utility no longer wishes to provide. The grandfathering of a Service is the Utility's method of managing the terms and conditions for this Service prior to ultimately discontinuing the Service, or change existing terms and regulations without discontinuing certain rights, privileges or conditions of the Service to existing Customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of Service and of the same Customer for a vacant line for each incoming call.

DEFINITIONS (Cont'd)

- "Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.
- "Nonrecurring Charges" refer to a one-time charge associated with given Service or item of equipment which applies on a per-Service and/or per item basis each time the Service or item of equipment is provided.
- "Non-Published or Unlisted Service" refers to Service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.
- "Service" refers to any telecommunications service(s) provided by the Company under this Product Guide.
- "Subscriber" refers to the firm, company, corporation, or other entity that contracts for Service under this Product Guide and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Product Guide.
- "Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- "Tariffs" refer to the tariffs, price lists, product guides and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.
- "Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Magellan Hill Customers and used in conjunction with the Services provided pursuant to this Product Guide.

Section 1. APPLICATION OF PRODUCT GUIDE

- 1.1.1 This Product Guide governs the Services provided by Magellan Hill Technologies, LLC that originate and terminate within the State of Ohio. Specific Services and rates are described elsewhere in this Product Guide.
- 1.1.2 The Company's installs operates, and maintains the communications Services provided herein in accordance with the terms and conditions set forth under this Product Guide. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's Services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's Services are available to business Customers.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

This Product Guide contains the regulations, rates and charges applicable to interexchange services provided by the Company in the State of Ohio.

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this Product Guide.**
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's property or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.**
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's Services and equipment installed on the Customer's premises.**

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.1.4** Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's property and equipment. The Customer may be required to install and maintain the Company's property and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's property and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the property or equipment of the Company.
- 2.2.1.6** Making Company property and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.2** With respect to any Service, equipment or other property provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1** Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.
- 2.2.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment/network is compatible with such equipment/network. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and property or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4** The Company's Services (as detailed in this Product Guide) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Product Guide or contracts which are applicable to such connections.
-

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.5** Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Product Guide for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned network and equipment.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 In view of the fact that the Customer has exclusive control over the use of Service and property furnished by the Company, and because certain errors incident to the Services and to the use of such property of the Company are unavoidable, Services and property are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A)** The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing Service, shall in no event exceed an amount equivalent to Magellan Hill's charges for Service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from the equipment used by Customer and not provided by Magellan Hill, shall not result in the imposition of any liability upon Magellan Hill.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of the Company (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and property, or performance under this Product Guide, or that arises out of or in any way is connected with Customer's provision of Service to its end users, or any use or attempted use by Customer or any such end user of Services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of Service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Magellan Hill will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Magellan Hill, that furnishes services, facilities, or equipment used in connection with Magellan Hill's Services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS PRODUCT GUIDE, MAGELLAN HILL MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- (E) IN NO EVENT SHALL MAGELLAN HILL BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).**

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this Product Guide shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.**

2.3.3 Force Majeure

- 2.3.3.1 Neither Customer nor Company shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Product Guide, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other party. In such event, the party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected party shall use its reasonable efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.**

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service****2.4.1 Minimum Contract Period**

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all Services furnished. However, if a new Customer notifies the Company within twenty days after receipt of the first bill that certain Services or equipment are not desired, the Company will delete such Services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such Service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for Service.

2.4.2 Cancellation of Service

- 2.4.2.1 Where the Applicant cancels an order for Service prior to the start of the installation or special construction, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2.2 Where the installation, other than where provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of such installation; or

2.4.2.2.B For business customers, the monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this Product Guide plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate Services in the affected region without penalty.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Payment for Service**

- 2.5.1** Magellan Hill will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2** Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge after the due date accruing at the rate of 1-1/2% per month on balances greater than twenty (\$20.00) dollars until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.3 of this Product Guide, may result in suspension of access privileges to Magellan Hill's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this Product Guide, may result in suspension of Service until the overdue payments and any additional charges that may be imposed to restore Service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate Services hereunder for non-payment.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.2 The Customer is responsible for payment of all charges for Service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the Service was used. All fixed monthly and nonrecurring charges for Services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an Applicant for Service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the Service for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits**

- 2.6.1** The Company may require a deposit or guarantee of payment from any Customer or Applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a Customer has established good credit with that utility, except as herein restricted:

- 2.6.1.1** A Customer, who within the last 24 months has not had Service disconnected for nonpayment of a bill and has not been liable for disconnection of Service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2** The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility Services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that Customer's credit history.

2.6.2 Return of Deposit

The Company will return the deposit to the Customer after twelve months prompt payments.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6.3 Interest on Deposits

Interest shall be paid on deposits at the rate of seven percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of Service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the Customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Customer Complaints and Billing Disputes****2.7.1 TELEPHONE CUSTOMER RIGHTS AND RESPONSIBILITIES**

You, as a telephone customer, have many rights and responsibilities. Explanations of some of them are as follows:

Resolving Problems and Disputes**Informal Complaints**

If you have a problem with your telephone bill or service, contact the phone company first. You may call or send a letter to the company. The telephone number to your phone company is printed on your bill. The telephone number is also located elsewhere in this directory.

If your concern is not resolved after contacting a customer representative from the phone company, you may ask to speak with a supervisor. If your problem is still not resolved, contact the Public Utilities Commission of Ohio's (PUCO) consumer call center for help. The call center staff will review rules with you, advise you of your rights, and if needed, will work with you and the company to try to solve your problem.

You may contact the PUCO 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.

Mail address – Service Monitoring and Enforcement Dept.

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Ohio 43215-3793

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.

2.7.1 TELEPHONE CUSTOMER RIGHTS AND RESPONSIBILITIES

Formal Complaints

If you are not able to reach an agreement with the company through the PUCO's informal complaint process, you have the right to file a formal complaint. You may obtain a formal complaint form from the call center representative, by writing to the PUCO or by accessing the PUCO's web page.

If you are a residential customer, you may represent yourself in the formal complaint proceeding or hire an attorney to represent you. The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of Service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in Service, as specified for particular Services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.**
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.**
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.**

2.10 Returned Check Charge

The charge for a returned check is \$30.00.

2.11 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Product Guide, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

Discontinuance of Service will be done pursuant to OAC 4901:1-5-10.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish Service to an Applicant or shall disconnect the Service without notice of a Customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the Service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any Service or Equipment furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If Service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such Service.

2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the Customer notifies the Company of the error.

2.17 Overcharge

2.17.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.18 Notices

2.18.1 Any notice required or permitted to be given under this Product Guide shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the Customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.19 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

SECTION 3. DESCRIPTION OF SERVICES

3.1 Trial Services

- 3.1.1 The Company may offer new services from time to time on a trial basis. Such trials are limited to a maximum of six months.**

3.2 Individual Case Basis ("ICB") Offerings

- 3.2.1 This Product Guide may not specify the price of a service or list that price as "ICB". The Company may or may not have an equivalent service in the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.**

SECTION 3. DESCRIPTION OF SERVICES**3.4 Customized Pricing Arrangements ("CPAs") Offerings**

- 3.4.1** The Company may offer CPAs to eligible Customers. Each CPA is customized to meet the specific needs of a Customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission.

3.5 Long Distance Service

Magellan Hill long distance services are either intraLATA or InterLATA telephone services that allow Customers to originate and terminate calls at locations within the State of Ohio. Magellan Hill offers its long distance services only under both a volume commitment and a term commitment. In some cases Magellan Hill's long distance services may be add-ons to interstate long distance services provided by Magellan Hill, and are available as provided in Magellan Hill's interstate services. Customers who receive local service from Magellan Hill, but do not receive interexchange services from Magellan Hill, will receive intraLATA service from Magellan Hill, priced in accordance with the rates and procedures used for intraLATA calls. Magellan Hill will provide Customers with the option to select any intraLATA /interLATA carrier upon written request.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Directory Assistance**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Product Guide, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

3.7 County-Wide Calling Plan

Carrier's facilities shall not be used to apply long distance (toll) charges to any call between two telephones with the same county, or to treat any calls between 0-16 or 0-22 miles as anything other than a local call.

SECTION 4. RATES AND CHARGES**4.1 Calculation of Rates**

- 4.1.1** The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2** Calls are billed in (six) 6 second increments with an thirty (30) second minimum for interLATA calls and a thirty (30) second minimum on intraLATA calls.
- 4.1.3** Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2 County-wide Calling

Calls made within the county are toll-free.

SECTION 4. RATES AND CHARGES (Cont'd)**4.3 Long Distance Service**

	Day / Evening	Night / Weekends
InterLATA Resold Toll	\$0.099 Per Minute	\$0.099 Per Minute
Minimum Usage	\$0.00 Per Month	\$0.00 Per Month

SECTION 4. RATES AND CHARGES (Cont'd)**4.3 Long Distance Service****4.3.2 IntraLATA Resale**

Mileage Band	Rate Period Day	Rate Period Evening	Rate Period Night/Weekends
	1 st Min/addl. 1 Min	1 st Min/addl. 1 Min	1 st Min/addl. 1 Min
0 To 16 Miles	\$---0---	\$---0---	\$---0---
16+ To 20 Miles	\$---0---	\$---0---	\$---0---
20+ To 22 Miles	\$---0---	\$---0---	\$---0---
23+ To 25 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
25+ To 30 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
30+ To 40 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
40+ To 50 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
50+ To 70 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
70+ Miles	\$.1044/\$.0966	\$.0835/\$.0772	\$.0626/\$.0579

Bradford M. Bono
Magellan Hill Technologies, LLC
30 Washington Avenue, Suite D-11
Haddonfield, NJ 08033

SECTION 4. RATES AND CHARGES (Cont'd)

4.4 Discounts for Hearing Impaired Customers

- 4.4.1 TDD:** The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate, if any, during business day hours and night/weekend rate, if any, during the evening rate period.
- 4.4.2 TRS:** The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

4.5 Access to Telephone Relay Services

Where required by the Public Service Commission, the Company will participate in telephone relay services for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications Customers as may be required by state law.

SECTION 5. INTRALATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of Service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing Customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a Customer cannot decide upon an IntraLATA toll carrier at the time, the Customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the Customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application (Cont'd)

5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to the Company that this activity has taken place.

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct Customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines Customer choice.

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure") (Cont'd)**

5.3.2 Verification of Orders for Telemarketing (Cont'd)

5.3.2.1 The ITP has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The Customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The Customer's understanding of the PIC change fee; or

SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure") (Cont'd)**

5.3.2 Verification of Orders for Telemarketing (Cont'd)

5.3.2.2 The ITP has obtained the Customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the Customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The Customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a Customer who has stated their intent to select a different carrier.

EXHIBIT B

Description of Applicant and Services

DESCRIPTION OF APPLICANT AND SERVICES

I. DESCRIPTION OF APPLICANT

A. Name, Address, Telephone Number, Fax Number, Website

Applicant's legal name is Magellan Hill Technologies, LLC ("Applicant" or "Magellan"). Applicant is a limited liability company formed under the laws of the State of New Jersey, on January 24, 2006. Magellan is a wholly-owned subsidiary of Magellan Technologies, LLC. Applicant's principal place of business is:

Magellan Hill Technologies, LLC
30 Washington Avenue
Suite D-11
Haddonfield, NJ 08033
Phone: 856-795-9500
Fax: 856-795-7440
www.magellanhill.com

Applicant's toll-free number for customer complaints and inquiries is 1-856-795-9500.

Evidence of Applicant's authority to transact business in Ohio and its registration with the Ohio Department of Taxation is attached as Exhibits C and D. The Applicant is not currently authorized to provide telecommunications services in the State of Ohio.

B. Officers and Directors of Applicant

The following persons are the officers and directors of Applicant:

Bradford M. Bono, Founder and CEO
Karen Dupke, Vice President

All officers and directors can be reached at Applicant's principal place of business provided in Section A above. Applicant does not have a formal Board of Directors.

C. Legal Counsel

Correspondence or communications pertaining to this Application should be directed to:

Brian McDermott

Edward S. Quill, Jr.
Synergies Law Group, PLLC
1002 Parker Street
Falls Church, VA 22046
(571) 730-4970 (Tel)
(571) 730-4971 (Fax)
BMcDermott@synergieslawgroup.com
EQuill@synergieslawgroup.com

D. Regulatory Contact

Questions concerning the ongoing operations of Applicant following certification should be directed to:

Karen Dupke
Magellan Hill Technologies, LLC
30 Washington Avenue
Suite D11
Haddonfield, NJ 08033
Phone: 856-795-9500 x 2220
Fax: 856-795-7440
Karen.Dupke@magellanhill.com

II. FINANCIAL, MANAGERIAL AND TECHNICAL QUALIFICATIONS

A. Description of Applicant's Financial Qualifications

Magellan is financially qualified to provide competitive telecommunications services in Ohio. Attached as Exhibit E are projected financial statements and other financial information for Magellan. The information contained in Exhibit E is being filed confidentially pursuant to a protective order being requested in this docket. Magellan has had successful telecommunications operations in several other states for several years and has the liquidity and financial strength to provide the services described within this application to customers in Ohio.

B. Description of Applicant's Managerial and Technical Qualifications

Applicant will rely on the managerial and technical qualification of its management personnel. Applicant's Ohio operations will be directed by Magellan's existing corporate management and technical staffs, who are responsible for the Company's interexchange and local

exchange operations in other states. A description of the background of Magellan's key personnel, which demonstrates the extensive managerial experience of its management team, is attached hereto as Exhibit F.

Magellan is currently authorized to provide telecommunications services in the states of Delaware, Georgia, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and Virginia, as well as the District of Columbia. Magellan has not been denied requested certification in any jurisdiction.

III. PROPOSED SERVICES

A. Description of Services

Applicant seeks authority to provide competitive telecommunications services in the State of Ohio. Applicant seeks statewide authority. Applicant will offer traditional resold voice services to customers utilizing the public switched network. Applicant will continuously monitor and maintain a high level of control over its operations on a 24-hours-a-day, 7-days-a-week basis. Applicant intends to serve residential and business customers in the State of Ohio

Magellan also offers an innovative approach to charitable giving through its U Care Now division. Under U Care Now, a percentage of a consumer's monthly bill is donated to a participating charity of their choice. This provides consumers with an easy way to make a charitable contribution, and at the same time provides participating charities with a constant revenue stream. More information on U Care Now can be found on the website on Magellan's website.

B. Product Guide

Applicant's product guide containing the terms and conditions applicable to Applicant's intrastate interexchange service is attached hereto as Exhibit A. Applicant will file a final version of that documents following the approval of this application.

C. Compliance with Affiliate Transaction Rules

Applicant intends to comply with applicable Commission affiliate transaction rules.

D. Maintaining Records in Accordance with GAAP

Applicant intends to maintain its local telephony records separate and apart from other accounting records in accordance with GAAP.

E. Time-line for Construction, Interconnection and Offering of Service

Applicant has entered into a resale agreement with Qwest in Ohio. A copy of that Agreement is provided in Exhibit I. A copy of an affidavit attesting to the Qwest agreement is attached as Exhibit J.

F. Derivation of Rates

Applicant will derive its rates through the resale agreements Applicant enters into with other carriers. Applicant may use retail and resale tariffs, if needed, to derive rates for particular services.

G. Sample Customer Forms

Attached hereto as Exhibit H is Applicant's service requirements form for business customers. There is no form for residential customers. Attached as Exhibit G are Applicant's sample customer bill and disconnection notice.

IV. PUBLIC INTEREST CONSIDERATIONS

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant will deploy and expand a competitive telecommunications infrastructure in the State. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

V. CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide facilities-based and resold interexchange telecommunications services in Ohio.

EXHIBIT C

Secretary of State Authority to Transact Business in Ohio



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/09/2009	200915901678	REG. OF FOR. PROFIT LIM. LIAS. CO. (LFP)	125.00	.00	.00	.00	.00

Receipt

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

MAGELLAN HILL
30 WASHINGTON AVENUE
SUITE D 11
HADDONFIELD, NJ 08033

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1862460

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

MAGELLAN HILL TECHNOLOGIES, LLC

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

Document(s)

REG. OF FOR. PROFIT LIM. LIAS. CO.

Document No(s):

200915901678



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 8th day of June, A.D.
2009.

Ohio Secretary of State

JUN. 4. 2009 12:58PM

REMAX FIRST

NO. 337 P. 1



Prescribed by:
The Ohio Secretary of State
Central Office (614) 466-3910
Toll Free 1-877-SOS-STATE (1-877-767-9439)

www.sos.state.oh.us
e-mail: dusserv@sos.state.oh.us

Expedite this Form: (Foliant One)	
<input type="checkbox"/> Expedite	PO Box 1380 Columbus, OH 43218
--- Remit as additional fee of \$150 ---	
<input checked="" type="checkbox"/> Non Expedite	PO Box 670 Columbus, OH 43218

RECEIVED

JUN 08 2009

SECRETARY OF STATE

**REGISTRATION OF A FOREIGN
LIMITED LIABILITY COMPANY**
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> (1) Registration of a Foreign For-Profit Limited Liability Company (FOS-LPA) ORC 1706	<input type="checkbox"/> (2) Registration of a Foreign Nonprofit Limited Liability Company (FOS-LPA) ORC 1706
State of Organization <u>New Jersey</u>	State of Organization _____
Date of Formation <u>May 1, 2009</u>	Date of Formation _____

Name of limited liability company in its state of organization:

Magellan HX Technologies, LLC

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its home-state name) is:

Magellan HX Technologies, LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "co.," or "co."

☐ Check here if additional provisions are attached

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Magellan HX Technologies, LLC
Name
50 Washington Avenue, Suite D11
Street Address / P.O. Box Address
Haddonfield New Jersey 08033
City State Zip+4

JUN. 4. 2009 12:59PM

REMAX FIRST

NO. 337 P. 2

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

Name **CT Corporation**

Mailing Address **1808 East Ninth Street**

City **Cleveland** State **Ohio** Zip Code **44114**

☐ If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

REQUIRED
Articles and original
appointment of agent
must be (signed) by a
member, manager or
other representative.


Signature

06-04-09
Date

Print Name **Bradford Bone**

Signature

Date

Print Name

Signature

Date

Print Name

**STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
SHORT FORM STANDING**

MAGELLAN HILL TECHNOLOGIES, LLC

0600258790

With the Previous or Alternate Name

MAGELLAN HILL TECHNOLOGIES LLC (Alternate Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on January 24, 2006.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

**The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628**



Certification# 114142153

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
14th day of April, 2009*

A handwritten signature in black ink, appearing to read "R. David Rosenberg".

**R. David Rosenberg
State Treasurer**

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/SP/Verify_Cert.jsp

EXHIBIT D

Department of Taxation Registration

**REGISTRATION
CONFIRMATION**

*Taxpayer Services
Compliance Support Division
P.O. Box 182215
Columbus, OH 43218-2215
Phone: 1-888-403-4089
Fax: 1-614-466-8892
TTY/TDD: 1-800-750-0750
tax.ohio.gov*

8/17/2009

Magellan Hill Technologies
30 Washington Avenue
Suite D11
Haddonfield, NJ 08033

RE: Account Type: SELLERS REGISTRATION
Account Number: 99802559
Effective Date: 8/17/2009
Filing Frequency: SEMI-ANNUAL

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our Web site at tax.ohio.gov

Legal Name:	Magellan Hill Technologies
Federal Employer Identification Number:	204164445
Social Security Number:	
Ohio Charter Number:	

Effective 1/1/09, electronic filing of sales tax returns is required. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at business.ohio.gov. Payments may be made directly from your bank account (electronic check) or by credit card. For additional electronic filing options, visit the Department of Taxation website at tax.ohio.gov.

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us at 1-888-405-4039.

OHIO DEPARTMENT OF TAXATION
PO BOX 182215, COLUMBUS, OHIO 43218-2215

Magellan Hill Technologies
30 Washington Avenue

License Type: SELLERS REGISTRATION

Suite D11
Haddonfield, NJ 08033

Account #: 99802559
Effective Date: 8/17/2009

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5739 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

EXHIBIT E

Financial Information

[CONFIDENTIAL FILED UNDER SEAL]

EXHIBIT F

Management Biographies



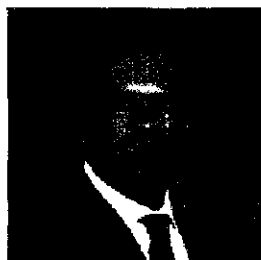
MAGELLAN HILL

[HOME](#)[COMPANY](#)[PRODUCTS AND SERVICES](#)[PARTNER PROGRAM](#)[NEWS ROOM](#)[CONTACT US](#)

Providing communications and technology
solutions for small and mid-sized business.

[Overview](#)[Mission Statement](#)[Our Precepts](#)[Leadership Team](#)[U Care Now](#)

Leadership Team:



BRADFORD M. BONO

Founder and CEO, Magellan Hill Technologies

Bradford M. Bono is the founder and chief executive officer of South Jersey-based Magellan Hill Technologies. Magellan offers a wide range of communications and technology solutions for small and mid-sized business customers, including Internet security; conference calling; local and long distance phone service, and Internet service.

Headquartered in Mount Laurel, N.J., Magellan also offers an innovative approach to charitable giving through its U Care Now division, which provides phone and Internet service to residential customers. Under U Care Now, a percentage of a consumer's monthly bill is donated to a participating charity of their choice. This provides consumers with an easy way to make a charitable contribution, and at the same time provides participating charities with a constant revenue stream.

A co-founder of PAETEC Communications, Bono served as chief operating officer from 2004 through January 2006. PAETEC is an integrated communications provider with a major operations center in Voorhees, N.J.

Bono began his career at PAETEC as president of the Eastern region and served on the board of directors from the company's inception in 1998. Under Bono's leadership, PAETEC's revenues grew from \$150,000 in 1998 to more than \$500 million in 2005.

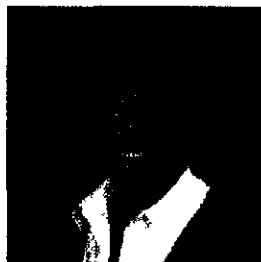
Prior to joining PAETEC, Bono served as vice president of the Midatlantic region and vice president of alternate channel sales for ACC TeleCom, where he was responsible for all aspects of alternate-channel sales for the United States. Bono also co-founded Vista International Communications, Inc., based in Mt. Arlington, N.J. Bono acted as executive vice president of Vista and served on the board of directors from 1991 until 1997 when ACC TeleCom acquired Vista.

In keeping with his commitment to giving back to the community, Bono has served on the boards of several charitable organizations. He was elected to the Board of Trustees at the Ronald McDonald House in Camden, N.J. in 1999 and served as president of the board from 2002 until 2004. Bono currently serves on the boards of United Way, Camden County, and the Camden County chapter of the American Red Cross.

Bono has received numerous awards and recognitions throughout his career, including the Nat West Bank/Morris County Chamber of Commerce, New Jersey Young Entrepreneur of the Year and the New Jersey Business Journal's "40 under 40" award.

Bono holds a Bachelor of Arts degree in political science from the University of

Delaware .



Karen Dupke
Vice President, Magellan Hill Technologies

Karen Dupke has more than 10 years experience in the telecommunications industry. Most recently, Karen served as a Senior Vice President for PAETEC Communications, Inc.

Ms. Dupke began her career in telecommunications as the Controller for Campuslink Communications, Inc. and expanded her operational responsibilities to include oversight for the entire Campuslink business unit by January, 1999. As Campuslink was acquired by PAETEC Communications, Inc. in September, 1999, Ms. Dupke was promoted to Vice President of Account Development and rose quickly through the PAETEC ranks, gaining additional responsibility with each move. Karen has held direct responsibility and oversight for many areas of the operations process, including customer retention, service, installation, maintenance, order processing and provisioning.

Karen is currently active with several charitable organizations including Susan G. Komen for the Cure and she previously served on the board of directors of the Ronald McDonald House of Southern New Jersey. Additionally, Ms. Dupke sits on several small non-profit boards within the community where she now resides.

Ms. Dupke received her B.S. in Accounting and Finance from the University of Michigan.



TIM BUTTON
Business Development Manager
Magellan Hill Technologies

Tim Button has more than 10 years experience in the telecommunications industry. As business development manager at Magellan Hill Technologies, his responsibilities include carrier billing analysis and disaster recovery planning for large corporate and institutional clients.

Prior to joining Magellan Hill, Button worked for US LEC Corp. where he successfully managed the sales teams and regularly consulted on large clients such as Friedman Billings Ramsey, Cingular Wireless, and Virtua Health.

Button also worked at Net2000 Communications. He joined Net2000 Communications in 1997 as the 12th employee, and his contributions to the company helped it grow to more than 1,000 employees by the year 2000.

Button grew up in Moorestown, N.J., where he attended Moorestown High School. He has a Bachelor of Arts degree in communications from Rider University.

To learn more about Magellan Hill Technologies, call us today at 856-795-9500 or email us at: info@magellanhill.com

POWERED BY NEXFUSION

EXHIBIT G

Sample Customer Bill and Disconnection Notice



**MAGELLAN
HILL**

Magellan Hill Technologies
30 Washington Ave
Suite D11
Haddonfield, NJ 08033

Invoice Information

Invoice Date: 08/01/2009
Account Number: 10000001898
Invoice Number: 092120694
Due Date: 08/20/2009
Total Due: \$43.71

Customer Service Information

Customer Care 1-800-470-1994
M-F 8:30 AM - 5 PM
Billing Inquires 1-877-866-8588
M-F 8:30 AM - 5 PM
Repair Service 1-866-489-2278
24 Hours
Our Fax Number (856) 795-7440
Our Web Site www.magellanhill.com

[REDACTED]

Summary of Charges

Remarks Section

Account History
Previous Balance \$86.58
Payments Applied \$.00
Credits and Debits \$86.58CR
Past Due Balance \$.00

Current Charges
Services \$51.58
Misc. Adjustments \$.00
Taxes and Surcharges \$7.87CR
Late Charges \$.00
Total New Charges \$43.71

About Magellan Hill Technologies
Dedicated to the highest standards of customer service, Magellan Hill's four business divisions all maintain the same aspiration of being the single finest company with which our clients conduct business. Magellan Hill's relentless pursuit of reaching this goal is profoundly embedded in our people and culture.

If your complaint is not resolved after you have called Magellan, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance 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.

Aging Analysis
1 - 29 Days \$43.71
30 - 59 Days \$.00
60 - 89 Days \$.00
90 - 119 Days \$.00
120 + Days + \$.00
Total Due: \$43.71

Dear Loyal Customer,
Thank you for maintaining a current balance with Magellan Hill Technologies. We truly appreciate having prompt paying customers like you!

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.picknot.org.



**MAGELLAN
HILL**

Remittance Section

Invoice Date: 08/01/2009
Account Number: 10000001898
Invoice Number: 092120694
Due Date: 08/20/2009
Total Due: \$43.71

THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT.
Please enclose this remittance document with your payment.
Please allow 5 days for payment processing.

Magellan Hill accepts Credit Card and ACH payments. Please contact us at 800-470-1994 to set up your account today!

Amount Enclosed:

[REDACTED]

Magellan Hill Technologies
PO Box 87
Haddonfield, NJ 08033

00010000001678700000437110



**MAGELLAN
HILL**

Navigating Business Communications

DISCONNECTION NOTICE

Unfortunately, after numerous attempts to work with your accounting department to secure payment of your seriously delinquent balance, Company X has been scheduled for disconnection of telephone service on _____. If you wish to settle the outstanding balance of \$XX and avoid interruption full payment must be received immediately. Please contact me for more information on how and where to pay the customer's account.

Magellan Hill has no other recourse but to suspend the telephone services being provided to Company X which will avoid any further outstanding usage charges keeping the delinquent balance from escalating. However, delinquent fees will continue to apply. Our invoices are **Due upon Receipt**. If disconnected there may be a reconnection fee and or deposit required to reconnect service. Payments to an unauthorized payment agent may result in the untimely or improper crediting of the customer's account.

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called (name of utility), 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.

It is our hopeful intentions to resolve this matter quickly and continue to provide Company X with the highest standard of telecommunications service for many years to come.

Thank you for your immediate attention in this matter.

Kind Regards,

Donna Stump

Customer Care Specialist



**MAGELLAN
HILL**

30 Washington Ave-Suite D11

Haddonfield, NJ 08033

856-795-9500 Ext. 40

856-795-7440 Fax

Donna.Stump@MagellanHill.com

EXHIBIT H

Service Requirements Form for Business Services

[illegible]

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Sales Agent _____
Sales Agent Phone # _____

 Additional numbers listed on attached sheet

TOTAL MRC

\$0.00

Calling Card	
Calling Card International	
Conference Calling	

I give Magellan Hill Technologies the authorization to notify all appropriate parties, including my current local and long distance carrier of choice and to make the necessary changes to my current and future services without further permission. Customer also authorizes Magellan Hill Technologies to provide the services listed in this agreement and on all attachments. Magellan Hill Technologies may obtain any records from my local, intra-area, long distance, and /or long distance Telephone Company necessary so that they may provide these services to me. The Agreement shall be binding upon Customer signature. For the security of my business, I agree to allow Magellan Hill to select and maintain a local/long distance PIC freeze on my account during the contract term.

THE COMPANY MAKES NO IMPLIED OR EXPRESSED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICE PROVIDED TO THE CUSTOMER INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF ADVANTAGE, SAVINGS, GOODWILL OR CUSTOMERS/CLIENTS.

Bills are due for payment upon receipt. Any invoice not paid within thirty (30) days after the due date on the invoice will be subject to a monthly late charge of 1.5% or the maximum amount legally permitted by law, if the applicable is less than 1.5%. If customer account is submitted to an outside party for collections, customer will take full responsibility for all applicable costs and legal fees associated with said collections effort. Disruption of service for non-payment will result in an account reactivation fee of \$75 per account. If any part of this agreement is found invalid, the rest of the Agreement remains enforceable. The agreement shall be constructed, interpreted and enforced and governed by the laws of the State of New Jersey, not including its choice or conflict of law principles or rules.

Term. The initial term of service will be as set forth on the Order Form(s) and shall commence once all of the customer's services are switched to Magellan Hill Technologies. The service term will automatically extend, for an amount of time equal to the original term, unless Customer notifies Company in writing of its intent not to renew at least thirty (30) days prior to the end of the then current service term via certified return receipt mail. Order Cancellation and Early Termination Fees, as applicable, shall apply in the event that (i) Customer cancels a service order prior to the commencement of the initial service term, (ii) if Customer discontinues the Services prior to the end of the then current service term, or (iii) Company terminates the Services as a result of Customer's breach of these Terms and Conditions.

Authorized Name (Print)	MHT Representative	Brad Bono
Authorized Title	MHT Rep Title	President/CEO
Authorized Signature	MHT Rep Signature	
Date	Date	

Except as provided above, [for termination for cause,] if the customer discontinues service in whole or part before the expiration of this agreement, the customer is liable for an amount equal to a \$65.00 charge per line (or Monthly Recurring Charges for each T1) for each month of service remaining on the contract.

Rates and Charges. Rates and charges for the Services are set forth on the Order Form(s), or, if not so listed, on Company's standard pricing list. All listed rates and charges are exclusive of federal, state and local sales, use, value added, excise, duty and other taxes, as well as amount(s) paid by Company, directly or indirectly, to governmental authorities or other entities at the direction of governmental authorities, which taxes and amounts may be passed on to Customer by Company, with associated administrative fees. Installation, change, expedite, disconnection, reconnection, repair and other non-recurring charges may apply.

Security Deposit: Company reserves the right to require a security deposit from Customer at any time based on Company's assessment of Customer's credit status and payment history.

Termination. Company may temporary suspend or permanently terminate provision of the Services without notice or liability to Customer (a) in the event that Customer (i) fails to timely pay any amount due to Company (ii) provides insufficient or fraudulent billing information, or (iii) violates these Terms and Conditions, Company's Acceptable Use Policy, the Tariffs, or applicable laws or governmental rules or regulations; (b) by reason of an order of a court or regulatory or other governmental authority; (c) upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of an order of a court or regulatory or other governmental authority; (c) upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of a receiver of Customer's property; or (d) Company deems such action necessary to protect itself or third parties against fraud or to protect its personnel, agents, or services provided however that such suspensions or termination of the Services shall not relieve Customer of its obligation to pay charges due for its remaining service term.

In such event, company may also pursue such other remedies as may be available to it at law or in equity.

Neither termination nor expiration of Customer's service arrangement shall relieve Customer of liabilities previously accrued hereunder.

Dispute Resolution. All invoice disputes must be submitted by customer within 90 days of receipt of invoice. The parties shall attempt to resolve all disputes in the spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collections of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code) and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New Jersey. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

Authorization to Use CPNI Customer hereby authorizes Company to use and to disclose and permit access by its affiliates and partners to Customer's customer proprietary network information ("CPNI") in order to enhance Company's ability to offer products and services tailored to Customer's needs. CPNI is information that relates to the quantity, technical configuration, type, destination and amount of use of the Services by Customer and that is made available to Company solely as a result of Company's provision of the Services to Customer. Under federal law, Company has a duty to protect Customer's CPNI and Customer has the right to prohibit certain use of its CPNI. Although Customer's authorization to Company to use, disclose and permit access to Customer's CPNI will remain in effect until Customer affirmatively disclose and permit access to Customer's CPNI will not affect Company's provision of the Service to Customer.

By signing attached or below, I/we agree to the terms and conditions of this Agreement, as well as the terms and conditions posted on the website www.magellanhill.com and / or any Magellan Hill Technologies applicable state or federal tariffs.

CONSENT AGREEMENT

The above signed hereby consent(s) to Magellan Hill's use of a business credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and /or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Magellan Hill to utilize a business credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

EXHIBIT I

Qwest Agreement

QWEST WHOLESALE SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used herein are defined in Addendum 1.

2. **Service Provisioning: Controlling Documents.**

2.1 Qwest will provide the Services or cause the Services to be provided directly to Customer in accordance with this Agreement. If Qwest utilizes an Affiliate or third party to provide any Services to Customer, Qwest will present to Customer consolidated invoices for all portions of the Services and remit such payments as are appropriate to any other entity providing any portion of the Services. Customer agrees to direct all inquiries, issues and disputes regarding the Services solely to Qwest.

2.2 In the event of a conflict between the terms of any country-specific Annex appended hereto and these General Terms and Conditions, the country-specific Annex shall control. In the event of a conflict between a Service Exhibit and these General Terms and Conditions and/or a country-specific Annex, the Service Exhibit shall control. The terms of this Agreement, including any Annex or Service Exhibit, shall supersede any inconsistent terms and conditions contained in an Order Form.

2.3 The Services offered to Customer pursuant to this Agreement are offered subject to (a) any applicable tariffs; (b) compliance with all applicable laws and regulations; (c) obtaining domestic or foreign approvals and authorizations required or advisable; and (d) as determined by Qwest in its sole discretion, continued availability in any jurisdiction, country or to any location of (i) any of the Services or (ii) access lines. In addition, Qwest may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular person, entity, jurisdiction, location or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable and Qwest shall endeavor to provide Customer notice, if reasonably practicable, prior to blocking a Service for this reason.

3. **Revenue and Utilization Requirements.** All term commitments and utilization requirements, if any, applicable to the Services, in addition to any service-related discounts based on volume, are set forth in the Service Exhibits.

4. **Financial Terms.**

Services, Rates and Terms

4.1 Each attached Service Exhibit specifies the description, rates, charges, discounts, and other terms applicable to the Services¹. The rates² do not include (a) expedite fees, (b) CPE or (c) or additional administrative charges that may be applied upon written notice. All Service order requests or cancellations require Customer's completion and Qwest's acceptance of the Order Form. Unless otherwise set forth in a Service Exhibit or on an accepted Order Form, Customer is solely

responsible for coordination of all local access and, in any event, shall be solely responsible for any costs associated with such access including, without limitation, any early termination fees associated with any Service provisioned hereunder.

Taxes, Fees, and other Governmental Impositions

4.2 Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include Taxes which are additional and the obligation of the Customer (whether such Taxes are assessed by a governmental authority directly upon Qwest or the Customer). Such Taxes shall be separately set forth on the invoices and shall be paid by the Customer at the same time as all other charges set forth on the invoices. If the Customer believes that it should be exempt from the application and collection of certain Taxes, it shall provide Qwest with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to Qwest that neither Qwest nor the Customer is subject to such Taxes. Qwest shall not be required to issue any exemption, credit or refund of any Tax payment for usage prior to the Customer's submission of such acceptable Tax exemption evidence. Customer shall protect, indemnify and hold Qwest harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

4.3 All payments due hereunder shall be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to Qwest hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay Qwest such further amounts as would have been necessary so that the aggregate net amount received by Qwest after deduction or withholding of any Taxes, shall be the same amount as would have been received by Qwest if there had been no requirement to deduct or withhold any Taxes.

4.4 Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers. If Customer purchases from Qwest any "access lines" in Texas, as defined in Texas Local Government Code, Chapter 283.002(1), Customer shall comply at all times with the Texas Local Government Code, Chapter 283 and be solely responsible for the periodic reporting and compensation requirements under Texas P.U.C. Subch. R, Subch. R for such access lines, including without limitation: (a) directly reporting such access lines in its monthly reports to the Texas Public Utilities Commission; and (b) remitting payment on such access lines to the appropriate municipality.

5. **Use of Name and Marks.** Customer may disclose to End Users and prospective End Users the fact that Customer has an agreement with Qwest to purchase Services on a wholesale basis. Any other use of a name, trademark, service mark, copyright or other intellectual property owned by Qwest or its Affiliates is strictly prohibited without the express, prior, written consent of Qwest's Executive Vice President of Corporate Communications or an authorized designee. Customer, its employees, representatives and agents may not under any circumstances (a) state directly or indirectly to End Users or prospective End Users that they will be a Qwest customer or (b) otherwise attempt to sell service to End Users or prospective End Users using the Qwest name, brand, or identity. Any violation of this Section 5 shall be deemed a material breach of this

¹ If Customer is an existing wholesale customer of Qwest, then the rates and discounts, if any, set forth in each Service Exhibit attached to this Agreement will be effective as of the first day of the next full billing cycle after the Effective Date; provided, however, that nothing contained herein shall limit or amend any right by Qwest to amend any rates or discounts as otherwise provided for under this Agreement or the Service Exhibits.

² Since certain international voice rates are subject to change on five (5) calendar days notice, Customer acknowledges that, until this Agreement is fully executed by Customer and Qwest, those international voice rates as set forth in a Service Exhibit may change and that, once this Agreement is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international voice rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

QWEST WHOLESALE SERVICES AGREEMENT

Agreement. Qwest's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use, and in no event shall Customer attempt to sell services to its End Users using the name of Qwest or its Affiliates. Since a breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, Qwest may seek injunctive relief for any disclosure in violation hereof.

6. Financial Responsibility, Payment and Security.

6.1 Payment Obligation. Unless otherwise set forth in Addendum 2 (if attached) to this Agreement, Qwest will invoice Customer monthly for all Services. All invoiced amounts shall be paid via wire transfer to: First Tennessee, Memphis, Tennessee, United States, ABA #064000028, To Qwest DDA #170880715, or such other location or account as may be specified by Qwest from time to time. All amounts (other than amounts properly withheld due to Customer filing with Qwest a Bona Fide Dispute in accordance with Section 6.3 below) not received by Qwest in full by the Due Date will be considered past due and subject to an interest charge commencing from the Past Due Date at the lesser rate of one percent (1%) per month, compounded monthly, or the maximum rate allowable by applicable law. If Qwest does not receive payment in full by the Due Date or as specified in Section 6.3 below whichever is applicable, Qwest may at its election, and without prejudice to its termination rights under Section 8.1 below, take one or more of the following actions immediately upon notice: (a) refuse to accept additional Order Forms; or (b) temporarily suspend or limit (which may include stemming or stopping of voice traffic) any and all Services until Customer has paid all past due amounts (including interest). During any period of suspension or limitation of Services under this Section, no Service interruption shall be deemed to occur. In addition to its termination rights under 8.1, Qwest may, upon a payment default constituting Cause, (a) offset against any security instruments any amounts owed to Qwest by Customer; or (b) offset any unpaid balances from any amounts that Qwest owes to Customer under any agreement between the Parties; in either event, Qwest shall remit the balance to Customer without interest, unless obligated by law to do so.

6.2 Currency. Unless specified to the contrary in a Service Exhibit, Qwest shall state all invoiced amounts in U.S. currency, and Customer shall deliver all payments to Qwest in U.S. currency.

6.3 Billing Disputes. By no later than sixty (60) calendar days following the Due Date, Customer must submit all Bona Fide Disputes, along with Complete Documentation, to: wholesale.billing@qwest.com or to Qwest Wholesale Billing, 500 East 84th Avenue, Unit D, Thornton, Colorado 80229 United States, Attn: Wholesale Receivables Department or by facsimile to 1-303-684-7187 or 1-303-684-7188, or if dialing from outside the U.S. 001-303-684-7187 or 001-303-684-7188, with duplicate notification to follow via overnight delivery, or to such other location or in such other manner as may be specified by Qwest from time to time. Notwithstanding the foregoing, if Customer has submitted a Bona Fide Dispute, Customer shall, by the Due Date, pay to Qwest in the manner prescribed in Section 6.1: (a) all undisputed invoiced amounts; and (b) no less than eighty percent (80%) of the amount of any Bona Fide Dispute, provided, however, that Customer need not pay any amounts resulting solely from a Manifest Error. For purposes of this Agreement, "Manifest Error" shall mean an error on the invoice that is beyond dispute and that is obvious to both Parties. Customer shall notify Qwest in writing when Customer believes that Manifest Error or any error is present in an invoice. Qwest shall use reasonable efforts to determine in its reasonable judgment whether Manifest Error is present within seven (7) calendar days and such determination shall not be arbitrarily withheld. An amount will not be considered "in dispute" until Customer has submitted A Bona Fide Dispute in the manner described herein, and the Parties will promptly address and attempt to resolve the claim. Qwest, in its discretion exercised in good faith, may request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate.

If Qwest rejects such Bona Fide Dispute, Qwest will so notify Customer and Customer shall pay any withheld portion of the invoice plus interest commencing from the Invoice Past Due Date at the rate of or percent (1%) per month, compounded monthly, within five (5) business days of such notice, unless such payment obligation is suspended thereafter by operation of Section 21.2. If Qwest determines that the Customer is entitled to credits or adjustments for Service outage pursuant to provisions of applicable Service Exhibits then Qwest will credit Customer's invoice for such amount on the next appropriate billing cycle.

6.4 Security. The provision of Services is contingent upon the continuing credit approval by Qwest, Customer's compliance with the security provisions set forth in this paragraph, and, if attached, those additional terms set forth in Addendum 2 to the Agreement.

(a) Reasonable Insecurity. At any time during the Term, if (1) Qwest reasonably deems itself insecure with respect to Customer's ability to pay for any reason ("Reasonable Insecurity"), including but not limited to one or more of the following: (x) Customer's failure to pay any invoice when due (y) Customer's Change of Control or (z) Qwest reasonably believes that a material change in Customer's circumstances or financial condition has occurred or is imminent; or (2) a material change in Customer's anticipated or actual usage of Services purchased under this Agreement; or (3) Customer fails to comply with the security obligations set forth herein, Qwest may, at its election, upon twenty-four hours prior notice, take one or more of the following actions: (1) refuse to accept additional Order Forms; (2) temporarily suspend or limit (which may include stemming or stopping of voice traffic) any and all Services; and (3) require that Customer provide to Qwest, within five (5) calendar days, a deposit or other acceptable form of security ("Additional Security").

(b) Financial Records. If requested by Qwest at any time during the Term, Customer agrees to provide, within five (5) calendar days of Qwest's request, appropriate financial records ("Financial Records") to evaluate Customer's continuing ability to pay. Qwest's request for such Financial Records does not affect or reduce, and need not precede, its ability to exercise any of its any of its rights described subsection (a) above.

7. Term. This Agreement shall be effective as of the Effective Date and continue for twelve (12) months (the "Initial Term"). After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either Party on thirty (30) calendar days prior written notice (the Initial Term and any month-to-month extensions hereof shall be collectively referred to as the "Term"); provided that such termination shall take effect on the thirty-first (31st) calendar day following the terminating Party's notice, regardless of the date upon which the initial month-to-month renewal occurred.

8. Termination.

8.1 Termination by Qwest. In addition to any other termination rights it may have under this Agreement or the Service Exhibits, or any other remedies specified herein, Qwest may terminate this Agreement, in whole or in part, for Cause upon notice and applicable right to cure (as set forth in this Agreement). In addition, Qwest may, immediately and without notice, terminate any or all Services provided pursuant to this Agreement to any foreign entity (i.e. not incorporated, formed or organized in the United States) that is or becomes insolvent. If Qwest terminates this Agreement for any of the aforementioned reasons, Customer shall be obligated to pay the following: (a) any early termination fees due under any Service Exhibit; and (b) any charges accrued but unpaid as of the termination date.

8.2 Termination by Customer. Customer may terminate a Service Exhibit for Cause, or if Cause exists to terminate all or substantially all of the Services, then Customer may terminate the Agreement in its entirety. If Customer terminates this Agreement for

QWEST WHOLESALE SERVICES AGREEMENT

Cause, Customer shall only be liable for charges accrued but unpaid as of the termination date. If Customer terminates this Agreement prior to the conclusion of the Initial Term for reasons other than Cause, Customer shall be obligated to pay the following: (a) any early termination fees due under any Service Exhibit; and (b) any charges accrued but unpaid as of the termination date.

9. Limitation of Liability and Disclaimer of Warranties.

9.1 Limitation of Liability.

(a) EXCEPT FOR CUSTOMER'S INDEMNIFICATION AND PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, COST OF COVER, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(b) CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S PROVEN DIRECT DAMAGES; UNLESS CUSTOMER'S DAMAGES ARE OTHERWISE LIMITED BY THIS AGREEMENT TO OUTAGE CREDITS IN THE APPLICABLE SERVICE EXHIBIT, IN WHICH CASE QWEST'S TOTAL LIABILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ANY APPLICABLE OUTAGE CREDITS DUE UNDER THE SERVICE EXHIBIT FOR THE AFFECTED SERVICE.

9.2 Disclaimer of Warranties. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Customer acknowledges and accepts the reasonableness of the foregoing warranty disclaimer and limitations of liability.

9.3 Limitation of Claims. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other.

10. Relationship. Except to the limited extent provided in Section 2.1, (a) neither Party shall have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other and (b) the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

11. Assignment or Sale. This Agreement shall be binding upon the Parties' respective successors and assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing: (a) subject to the prior credit review, submission of appropriate legal documentation (including, but not limited, to any appropriate Secretary of State or other filings or documents specified by Qwest and approval by Qwest of Customer's proposed assignee, Customer may assign this Agreement without prior written consent of Qwest to any Customer Affiliate, successor through merger, or acquirer of substantially all of its assets; (b) Qwest may assign this Agreement without prior written consent (i) to any Affiliate, successor through merger, or acquirer of substantially all of its business assets or

(ii) if necessary to be in compliance with the rules and/or regulations of any regulatory agency, governmental agency, legislative body or court of competent jurisdiction; provided that in all cases the assignee of Customer or Qwest, as applicable, acknowledges in writing its assumption of the obligations of the assignor hereunder; and (iii) Qwest may assign this Agreement or rights hereunder, without notice for the purpose of collecting from Customer unpaid balances or other funds due and owing Qwest. Any attempted assignment in violation hereof shall be of no force or effect and shall be null and void.

12. Reporting Requirements. If reporting obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by Customer or its End Users, Customer agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by Customer in this regard.

13. Customer's Resale and End User Responsibilities.

13.1 Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its use and operation of the Services and the provision of Services to its End Users. In connection with its resale of the Services, Customer is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users, and Qwest shall have no liability to Customer's End Users under this Agreement. Customer shall timely file and maintain any required regulatory filings related to its purchase and/or resale of the Services. Customer's payment obligations hereunder are not contingent upon Customer's ability to collect payments or charges from its End Users, Affiliates, agents, brokers or re-sellers.

13.2 Qwest may suspend any or all of the Services immediately and/or terminate the Agreement pursuant to Section 8.1 if: (a) Customer fails to comply with any applicable foreign, federal, state or local law or regulation applicable to Customer's resale of the Services; (b) Customer or its End Users commit any illegal acts relating to the subject matter of this Agreement; or (c) Customer uses the Services for any purpose or in any manner other than as prescribed in this Agreement. During any period of suspension pursuant to the foregoing sentence, no Service outage or interruption shall be deemed to occur. Customer shall: (i) be liable to Qwest for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless Qwest from and against any third party (including End Users) claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Customer's or End User's use, resale or modification of the Services or Customer's failure to comply with any regulatory filing requirements or failure to make any required regulatory or contributory payments (including but not limited to universal service support mechanisms).

14. Survival. The expiration or termination of this Agreement shall not relieve either Party of those obligations that by their nature are intended to survive.

15. NonDisclosure/Publicity. Neither Party shall disclose to any third party during the Term of this Agreement and for one (1) year following the expiration or termination hereof, (a) any of the terms of this Agreement, including pricing; (b) the existence, negotiation or result of any arbitrations or settlements related hereto; or (c) other Proprietary information of the other Party, unless such disclosure is required by any state or federal governmental agency, is otherwise required to be disclosed by law, or is necessary in any proceeding establishing rights or obligations under this Agreement. No publicity regarding the existence and/or terms of this Agreement may occur without Qwest's prior express written consent, and such written consent, if granted, may be granted only by Qwest's Executive Vice President of Corporate Communications or an authorized designee.

QWEST WHOLESALE SERVICES AGREEMENT

The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest, if authorized, shall be mutually agreed upon by the Parties in advance. Notwithstanding anything to the contrary, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Customer and Qwest, without Qwest's prior written consent. In addition, both Parties shall comply with the provisions contained in Section 5 of this Agreement. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if Customer violates this provision.

16. **Waiver.** The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

18. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified on the signature page or such other address as may be specified by written notice, and will be considered given either: (a) when delivered by facsimile or e-mail, so long as duplicate notification is sent via U.S. Mail, provided, however, that such duplicate notification via U.S. Mail shall not be required with respect to (i) notices changing the Maximum Usage Threshold (if any) set forth in Addendum 2, (ii) rate change notices or (iii) notices regarding changes in maintenance windows; (b) when delivered in person to the recipient named on the signature page; (c) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (d) when delivered to an overnight courier service.

19. **Force Majeure/System Maintenance.** Neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. Qwest will use reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance required to provision the Services.

20. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of New York excluding the choice of law provisions thereof other than Section 5-1401 of the New York General Obligations Law, except and to the extent that (a) the United States Communications Act of 1934, as amended and interpreted by the United States Federal Communications Commission ("FCC"), or (b) the telecommunications regulatory law of another national jurisdiction, applies to this Agreement. Qwest reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents Qwest from furnishing such Service; or (ii) any material rule, charge or term of such Service is substantially changed by a legitimate regulatory body, governmental authority, or by order of the highest court of competent jurisdiction to which the matter is appealed.

21. **Arbitration of Disputes.**

21.1 Except with respect to disputes arising under Section 5 of this Agreement, or any breach of that section, any dispute arising or of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. New York law, without regard to choice of law principles, will otherwise govern and apply to any and all claims. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the Parties; provided, however, that each Party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The arbitration will be held in Denver, Colorado. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of the contract shall conduct the arbitration. The arbitrator has no authority to award any indirect, incidental, special, reliance, exemplary, punitive, or consequential damages, including damages for lost profits. Except to misapplication of law, the arbitrator's decision shall be final, binding and enforceable in a court of competent jurisdiction. If either Party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a Party is required to enforce such compliance in court or elsewhere, then the non-complying Party shall reimburse all of the costs and expenses incurred by the Party seeking such enforcement (including reasonable attorneys' fees).

21.2 If either Party notifies the other that it intends to request an arbitration proceeding, Customer shall promptly place all disputed and withheld amounts, if any, with the Escrow Agent, pursuant to a mutually agreeable escrow agreement. Qwest reserves all available remedies, including without limitation, Qwest's right to suspend the Services or terminate the Agreement. If Customer fails to comply with the above escrow obligation.

22. **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise effect the meaning of any terms of this Agreement.

23. **Authorization.** Customer represents and warrants that: (a) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (b) the person signing this Agreement has been duly authorized to execute this Agreement on Customer's behalf; and (c) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which Customer is bound or affected. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Qwest may assume that any employee of Customer who gives any written notice, Order Form, or other instruction in connection with this Agreement has the authority to do so.

24. **Third Party Beneficiaries.** The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party (including, without limitation, Customer's Affiliates and End Users).

25. **Export Regulations.** The Parties acknowledge and agree that both (a) certain equipment, software and technical data which may be provided or utilized in connection with the furnishing of the Services hereunder; and (b) the use of such services may be subject to export, re-export or import controls under the United States Export Administration Regulations or similar regulations of the United States or of any other country.

26. **Foreign Corrupt Practices Act.** Notwithstanding anything to the contrary herein, the Parties each hereby acknowledge and agree that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the United States from making or

QWEST WHOLESALE SERVICES AGREEMENT

promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. The Parties each hereby represent and warrant that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

27. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same Agreement. Facsimile signatures shall be deemed to be, and shall constitute and be treated as, an original signed document or counterpart, as applicable. Qwest will provide the Agreement or any amendment thereto for execution.

28. Entire Agreement. This Agreement, together with all Addenda, Service Exhibits and Qwest accepted Order Forms, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. This Agreement may not be amended unless such amendment is in writing and signed by the Parties.

QWEST WHOLESALE SERVICES AGREEMENT

APPENDIX 1-DEFINITIONS:

"Affiliate(s)" means, with respect to any Party, any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party (i.e. possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management of a Party, whether through the ownership of voting securities, as trustee, by contract or otherwise); provided, however, that Qwest Corporation shall not be deemed an Affiliate of Qwest for purposes of this Agreement.

"Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute shall not include, and Customer may not withhold any amounts invoiced for, actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

"Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment or security default, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply).

"Change of Control" occurs with respect to Customer if: (a) any entity having previously Controlled (as hereinafter defined) Customer, ceases to do so; (b) any entity acquires Control of Customer (whether by reason of acquisition, merger, reorganization, operation of law or otherwise); or (c) all, or substantially all, of the assets of Customer or an entity that Controls Customer are acquired (whether by reason of acquisition, merger, reorganization, operation of law or otherwise) by, or combined by merger with, any other entity. Change of Control excludes any assignment permitted under Section 11.

"Complete Documentation" means any documentation or information specified by Qwest as necessary, in its reasonable discretion, to support a particular type of dispute, or, where not specified by Qwest, documentation which identifies with reasonable detail the basis and the charges which are subject to the Bona Fide Dispute, the Service interruption credit or other credit to which Customer reasonably believes itself entitled, and the amounts being withheld by Customer pending resolution of such Bona Fide Dispute.

"Contributory Charges" means recurring charges, usage charges and other qualifying charges applicable to the Contributory Services accruing to Customer's account under this Agreement, before application of all eligible discounts and excluding all Taxes, non-recurring charges, fees, CPE charges, issued credits, uncollectable Customer charges, pass-through charges, installation charges, local access and access-related charges, and any other charges expressly excluded in the applicable Service Exhibits.

"Contributory Services" means all of the following services: (a) Domestic Qwest Express Originating and Terminating Usage; (b) Qwest Express International Terminating Usage (including Canadian and Mexican); (c) Qwest Express Directory Assistance Usage; (d) Qwest Express Canadian Origination Service; (e) ReQwest Switchless Reseller Services; (f) all eligible Dedicated Internet Access Monthly Recurring Charges ("MRCs"); and (g) all other eligible Dedicated Facilities MRCs (e.g., Frame Relay, Private Line, and ATM Services).

"CPE" means Customer premise equipment, software and/or other materials associated with the Service.

"Due Date" means ten (10) calendar days from the invoice date.

"End User(s)" mean Customer's end-users or customers.

"Escrow Agent" means U.S. Bank, unless otherwise indicated by Qwest to Customer in writing or in a country-specific annex appended hereto.

"Force Majeure Event" means an unforeseeable event (other than failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability; or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

"Insolvent" means the occurrence of any of the following events, whereby Customer (a) becomes or is declared insolvent or bankrupt; (b) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

"Order Form" means Service order request forms issued by Qwest; or other method of ordering Service as may be prescribed by Qwest from time to time.

"Past Due Date" means the first calendar day following the Due Date.

"Proprietary Information" means written information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or notified as confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service(s)" means the Qwest services provided to Customer pursuant to any Service Exhibit attached hereto.

"Tax" or "Taxes" means(a) any and all applicable foreign, national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, charges for universal support mechanisms, duties and fees, whether charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a Party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities.

**SERVICE EXHIBIT F1
REQUEST SeLECt SWITCHLESS RESELLER SERVICES
WHOLESALE SERVICE AGREEMENT**

1. REQUEST SeLECt SWITCHLESS RESELLER SERVICES DESCRIPTION

1.1 Qwest will provide two primary Request SeLECt Switchless Reseller Services ("ReQwest Services") and several other services ("Other Services") pursuant to the terms and conditions of the Agreement and this Exhibit F1. Except as set forth in this Exhibit F1, capitalized terms shall have the definitions assigned to them in the Agreement.

1.2 ReQwest Services. The ReQwest Services consist primarily of two wholesale services available for resale in which Qwest originates and terminates certain voice traffic in the (a) U.S., (b) Canada (800 inbound only), (c) Puerto Rico, and/or (d) U.S. Virgin Islands as ordered by Customer (the U.S., Puerto Rico and the U.S. Virgin Islands shall be defined herein collectively as "Domestic"), and as more fully explained herein and Exhibit F2. The ReQwest Services are (i) Reseller 1+ Outbound Services and (ii) Reseller 800 Inbound Services.

(a) Reseller 1+ Outbound Services

1. Switchless 1+ Outbound Service (switched-to-switched) provides end-to-end call origination and termination. Switched access locations are assigned to Qwest's carrier identification code (CIC). Traffic originates from the End User's telephone number ("ANI") or premises equipment and terminates to the called party.
2. End User Dedicated 1+ Outbound Service (dedicated-to-switched) allows traffic to originate from a dedicated circuit between the End User's premises equipment and the nearest available Qwest Point of Presence ("POP") and terminate to the called party. End User Dedicated 1+ Outbound Service shall not be used by Customer to aggregate traffic from multiple End Users.

(b) Reseller 800 Inbound Services

1. Switchless 800 Inbound Service (switched-to-switched) provides end-to-end call origination and termination. Traffic originates from Domestic locations and Canada, and terminates to the End User's ANI or premises equipment.
2. End User Dedicated 800 Inbound Service (switched-to-dedicated) allows traffic to originate from a Domestic location or Canada and terminate to a dedicated circuit between Qwest's nearest available POP and the End User's premises equipment. End User Dedicated 800 Inbound Service shall not be used by Customer to aggregate traffic from multiple End Users.
3. Blocking. Notwithstanding the terms of this Exhibit F1, due to high volumes of fraudulent activity in certain locations, Qwest shall not provide Reseller 800 Inbound Service for calls originating from Guam or any other countries using the North American Numbering Plan (NANP), except for Domestic locations and Canada. In the absence of a mutually-agreed amendment to the Agreement, despite the presence of rates for such countries in Exhibit F2, if Qwest delivers such traffic for any reason, the rates in Exhibit F2 shall apply.

1.3 Other Services. Qwest may provide the following Other Services in combination with ReQwest Service.

(a) Qwest Worldcard Service. Qwest Worldcard service provides toll-free access from Domestic locations to certain direct-dial countries worldwide. Qwest Worldcard also allows overseas travelers to place calls to the United States or to other countries. Qwest Worldcard may be integrated into many of Qwest's invoicing, reporting, and network management tools. The dialing guide, available at www.Qwest.com, provides additional details about the Qwest Worldcard service, including international access numbers and applicable restrictions. Worldcard's International Operator Services provides collect and other operator-assisted calling from a foreign country back to the United States. Qwest will bill Worldcard Operator assisted calls at rates based on the originating country rates.

(b) 700 PIC Service. Customer may submit a written order for Qwest Reseller 700 Identification Service which provides a unique 700 number for Customer use. Customer will provide a recorded message in WAV format to Qwest of no more than fifteen seconds, which all persons, including non-End Users, will hear when calling the specified 700 number. Customer shall not represent to End Users that such 700 number is the universal 700 number for PIC Verification (700-655-4141). Qwest Reseller 700 PIC Identification Service is offered by Qwest in conjunction with Reseller Switchless 1+ Outbound Service only.

(c) Operator Service. When 0+ long distance or 00 long distance is dialed, Qwest provides Domestic Operator Services under the Qwest name to End Users. Qwest operators offer multiple billing methods to the End User (e.g., station-to-station (billed back to origination), collect, third party, LEC calling card or major credit card). Qwest will bill each Domestic Operator Service call at rates based on the originating LATA of the call, according to tariffed rates. Customer shall inform End Users prior to delivering telecommunications services to them (or within thirty calendar days of the effective date of this Exhibit F1 for existing End Users) that Qwest will perform such operator services directly to the End User and that Qwest will invoice directly for such operator services.

(d) Directory Assistance Service. 1+ Directory Assistance provides End Users with access, via a Qwest Directory Assistance operator/agent, to local and national published listing information.

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(e) **800 Directory Assistance Service.** Upon Customer's written request, Qwest provides 800 Directory Assistance listings in the National Toll Free Directory Assistance database. Customer understands this service is ultimately provided by a third party and subject to the policies and procedures set forth by such third party.

(f) **ITFS/UIFN.** Qwest International Toll Free Service (ITFS) and Universal International Freephone Number (UIFN) services are end-to-end services which allow End Users to originate toll-free calls from an international location, including Canada, and terminate them to the contiguous forty-eight U.S. states and Canada. Termination is available in the U.S. for switched and dedicated services and in Canada for switched services only. Some countries may not accept new orders, may offer service in only some areas, and may not accept portability orders. Customer shall check availability in the ITFS/UIFN Availability Matrix available from Qwest. For each country where ITFS is available and requested, Qwest will assign Customer its own individual toll-free number for call origination. These numbers are specific to the country of call origin and have different toll-free dialing formats, e.g., the United States uses the "800" prefix to identify a toll-free number. Qwest UIFN offers a single international toll-free number for calls that originate in participating countries. These participating countries will follow the same UIFN dialing format (+800 XXXX XXXX) which is administered and regulated by the International Telecommunications Union. Though more restrictive than ITFS (because participating countries need to cooperate to ensure one number can access each respective country's telephone system), UIFN provides the user with one convenient access number. UIFN is available in more than thirty countries around the world. In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, Voice Response Unit, operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS/UIFN. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including Qwest, by the originating carriers. ITFS/UIFN service orders violating the restrictive guidelines of the originating carrier may not be processed by Qwest's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to Qwest. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". Qwest may, as it deems appropriate, after thirty days notice, disconnect any ITFS/UIFN number which does not generate at least sixty minutes of usage during any period of three consecutive months.

2. RATES.

Domestic Rates.

2.1 **Switchless 1+ Outbound Service and Switchless 800 Inbound Service.** For Switchless 1+ Outbound Service and Switchless 800 Inbound Service, Qwest will use the originating information in the call stream data (such as Jurisdiction Information Parameter (JIP), originating ANI and/or calling party number) ("Origination Information") to determine the state in which the call originates, and the terminating information in the call stream data such as terminating ANI and/or called party number) ("Termination Information") to determine the state in which the call terminates. Qwest will use that information to classify the call as either intrastate or interstate (the "Call Jurisdiction"). For Switchless 1+ Outbound Service calls, Qwest will also classify the call (the "Class") according to the operating company number (OCN) of the originating carrier and the OCN Classification Table. Qwest will use all such data to assign each call the applicable rate from Exhibit F2 based on the originating location of the call; except for Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Midway/Wake Islands, and North Mariana Islands, for which the rate Qwest applies is based on the OCN of the terminating carrier and the Call Jurisdiction. For Switchless 800 Inbound Service, Qwest will determine the Class of the call according to the OCN of the terminating carrier, and using both the Call Jurisdiction and the Class of the call, Qwest will apply the appropriate rate in Exhibit F2 based on the terminating location of the call; except for Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Midway/Wake Islands, and North Mariana Islands, for which the rate Qwest applies is based on the OCN of the originating carrier and Call Jurisdiction.

2.2 **End User Dedicated 1+ Outbound Service and End User Dedicated 800 Inbound Service.**

(a) For End User Dedicated 1+ Outbound Service, Qwest will use Direct Access Line ("DAL") information to determine the originating location of the call, and Termination Information to determine the terminating state and/or LATA. Qwest will use that information to determine Call Jurisdiction. Qwest will also classify the call according to the OCN of the terminating carrier and the OCN Classification Table. Qwest will use all such data to assign each call the applicable rate from Exhibit F2 based on the terminating location of the call.

(b) For End User Dedicated 800 Inbound Service, Qwest will use DAL information to determine the terminating location of the call, and Origination Information to determine the originating LATA and/or state. Qwest will use that information to determine Call Jurisdiction. Qwest will classify the call according to the OCN of the originating carrier and the OCN Classification Table. Qwest will use all such data to assign each call the applicable rate from Exhibit F2 based on the originating location of the call.

2.3 The domestic ReQwest Services rates in Exhibit F2 are for full minutes and are billed in six-second increments.

2.4 Except as stated elsewhere in this Exhibit F1, all rates, discounts, rate-classification criteria, and charges are subject to change upon thirty calendar days written notice to Customer.

International Rates.

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2.5 Qwest charges for 1+ Outbound international termination according to the maximum number of digits at the beginning of the dialed number, not including any appropriate dialed prefix (e.g., "011" for international or "1" for Numbering Plan Area (NPA)), which match exactly the NPA or country codes, plus city/mobile area codes specified in Exhibit F2, including without limitation, any supplement thereto. 1+ Outbound international termination is subject to the availability of facilities to, and in, the country at issue. The 1+ Outbound international termination rates in Exhibit F2 are for full minutes.

2.6 All international calls, other than calls to Mexico, shall be billed a thirty-second minimum, and thereafter, in six second increments (rounded to the next highest 1/10th of a minute per call). Calls to Mexico shall be billed a sixty-second minimum, and thereafter, in one-minute increments.

2.7 Qwest may increase international rates, discounts, rate classification criteria, and charges upon at least five calendar days written notice. Qwest may decrease international rates, discounts, rate classification criteria, and charges immediately and without written notice, or as otherwise specified in writing.

Other Services Rates and Rate Terms.

2.8 **Payphone Surcharges.** Customer shall pay the Payphone Compensation Surcharge stated in Exhibit F2 for each Qwest-completed, coinless, payphone-originated, toll free call.

2.9 **Short Duration Calls.** If the number of Customer's completed calls less than six seconds in length ("Short Duration Calls") during any Billing Cycle (defined in Section 2.19) as compared to all of Customer's completed calls during such Billing Cycle exceeds the "Short Duration Call Percentage" in Exhibit F2, Qwest may charge each Short Duration Call an additional surcharge per call as stated in Exhibit F2 ("Short Call Surcharge").

2.10 **Qwest WorldCard Rates.** Qwest shall charge the Qwest Worldcard rates, including without limitation, the Worldcard Operator Services charges in Exhibit F2, according to the originating and terminating points of the call and the listed billing increments.

2.11 **700 PIC Service.** Qwest shall charge the Qwest Reseller 700 Identification Service rates in Exhibit F2.

2.12 **Directory Assistance Rates.** Qwest shall charge the 1+ Directory Assistance and 800 Directory Assistance rates and charges in Exhibit F2.

2.13 **ITFS/UJFN Rates.** Qwest shall charge the ITFS and UJFN rates in Exhibit F2. All ITFS and UJFN calls must originate from locations listed in Exhibit F2.

2.14 **Enhanced Features and Ancillary Services Rates.** Certain services and enhanced features are subject to additional charges, surcharges and fees as provided in the Enhanced Toll Free Features and Ancillary Services sections of Exhibit F2.

2.15 **Box SMS Number Storage Fee.** For each active Box number in Qwest's network provisioning systems for which Qwest acts as the Responsible Organization ("Resp Org"), Qwest shall charge the Box SMS Number Storage Fee in Exhibit F2.

2.16 **Carrier DAL Use Prohibited.** CUSTOMER SHALL NOT DIRECT ANY CARRIER DAL TRAFFIC OVER AN END USER DAL. SUCH USE IS A MATERIAL BREACH OF THE AGREEMENT, AND IN ADDITION TO OTHER REMEDIES, INCLUDING TERMINATION OF THIS EXHIBIT F1 OR THE AGREEMENT, QWEST MAY BILL, AND BACKBILL, IF SUCH USE IS NOT DISCOVERED AT THE TIME OF BILLING, FOR ALL SUCH CALLS AT THE INTRASTATE RATE DESCRIBED IN SECTION 2.1 FOR SWITCHLESS REQUEST SERVICE. "CARRIER DAL" MEANS A DEDICATED CIRCUIT THAT IS CONNECTED TO A SWITCHING PLATFORM AND HAS THE ABILITY TO AGGREGATE TRAFFIC FROM, OR DELIVER TRAFFIC TO, MULTIPLE END-USERS.

2.17 **Regulatory Activity Rate Adjustments.** In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, Qwest may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates, (b) the Service, and/or (c) other terms and conditions contained in the Agreement to reflect the impact of, or to effect, such Regulatory Activity.

2.18 **Bulk Standard Rounding.** Qwest invoices for ReQwest Services to the full cent level, however, Qwest tracks call charges to the fourth decimal place. Qwest uses "Bulk Standard Rounding" to convert from the fourth decimal place to full cents. Bulk Standard Rounding rounds (a) up the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are equal to, or exceed, \$0.0050; and (b) down the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are less than \$0.0050. The difference between the billed charge and the actual call charge, negative or positive, ("Difference") is applied to the next call, and such call's actual charges plus the Difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. This process repeats for all calls.

2.19 **Revenue Discounts.** During each Billing Cycle, Customer shall receive the discounts set forth in the Revenue Discount Schedule in Exhibit F2 which corresponds with the total Contributory Charges invoiced under the Agreement during that Billing Cycle. The applicable monthly discount will be applied against only Customer's interstate ReQwest Services use in the forty-eight

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contiguous United States. "Billing Cycle" means the month-long period, not necessarily beginning on the first of the month, for which Qwest invoices Customer for ReQwest Services.

3. PROVISIONING AND OTHER ISSUES

3.1 Orders must be complete and correct or they (a) will be returned to Customer for correction and resubmission, or (b) may drop out of the fulfillment process. If the records of the local exchange carrier ("LEC") and those supplied to Qwest by Customer do not match, the LEC may reject the order from Qwest. If the End User has been switched to Qwest service by the LEC, the End User will be billed by the LEC for any use of Qwest telecommunications services, the End User will receive Qwest services at Qwest's then-standard rates, and Qwest will receive and retain all such revenue, e.g., casual calling.

3.2 At any time, Qwest may audit Customer's ANIs present in the Qwest billing system. Customer shall pay all charges for ordered ReQwest Services or Other Services, even if the order prepared by Customer contains errors. Notwithstanding anything to the contrary in the Agreement limiting Qwest's right to backbill, Qwest may backbill Customer for any amounts that were not billed due to Customer's order entry errors, and Customer shall pay any such backbilled amounts.

3.3 If the LEC, for whatever reason, has not designated Qwest as each End User's primary interexchange carrier ("PIC"), the End User will be billed in accordance with the records of the LEC. Each Party will use reasonable efforts to notify the other Party of any rejection of order installation by the LEC. Customer shall determine the correct information for reinstallation of the order. Qwest has no liability for any acts or omissions of LECs, including those related to PIC changes.

3.4 Customer shall use the order entry system provided by Qwest, which may change from time-to-time. Customer may be required to execute other agreements, including without limitation, software license agreements, related to the use of such systems.

4. **PIC AUTHORIZATIONS** For each ANI ordered by Customer, Customer shall obtain either a signed letter of authorization ("LOA") or a third-party verification ("TPV") in accordance with state and FCC guidelines. Upon request by Qwest, Customer shall immediately produce a copy of the applicable LOA or TPV. Qwest may refuse to accept or process ANIs until Customer complies with such request. Qwest assumes no responsibility for the maintenance or tracking of ANIs lacking an LOA or TPV.

5. PIC DISPUTES

5.1 Customer shall, within five business days of Qwest's request, provide to Qwest or the applicable LEC, at Customer's expense, any requested documentation regarding PIC selections or authorizations from End Users. Customer shall cooperate with Qwest and the LECs in investigating and resolving all PIC selection and authorization disputes ("PIC Disputes").

5.2 For any PIC Disputes, Customer shall provide proof of authorization (either a TPV or a signed LOA) within ten calendar days of Qwest's request for same. If Qwest does not receive proof of authorization within ten calendar days for a PIC Dispute, Customer shall pay Qwest the LEC Invoicing Fee in Exhibit F2 ("LEC Fee") and the Qwest Administrative Fee in Exhibit F2 ("PIC Admin. Fee") for such PIC Dispute. Customer shall reimburse End Users for any LEC switching fees, usage charges or other costs associated with each PIC Dispute.

5.3 If the number of PIC Disputes in a calendar month for which Customer does not deliver to Qwest proper authorizations within ten calendar days exceeds two percent of the total number of ANIs added during the prior calendar month ("PIC Dispute Percentage"), Qwest shall take the remedial measures set forth below. Qwest shall apply the remedial measures to each of Customer's accounts until Customer's PIC Dispute Percentage falls to two percent or less for two consecutive calendar months.

(a) Qwest will send a warning letter to Customer the first month that Customer's PIC Dispute Percentage exceeds two percent.

(b) If Customer's PIC Dispute Percentage exceeds two percent for two consecutive months, Qwest will send a Phase 1 letter to Customer. In addition to charging the LEC Fee and PIC Admin. Fee, and any other rights and remedies, during Phase 1, Qwest will disconnect Customer's automatic transfer options. During this period, if Customer requests that an ANI already existing in Qwest's billing system be provisioned to its account, the order will reject as "WTN Not Transferable." Customer will need to provide a proof of authorization to its Qwest Account Manager to facilitate the manual transfer of the WTN. If Customer fails to provide a proof of authorization, the WTN will not be provisioned to Customer's account.

(c) If Customer's PIC Dispute Percentage exceeds two percent for three consecutive months, Qwest will send a Phase 2 letter to Customer. During Phase 2, in addition to any other rights and remedies Qwest may have, (i) the PIC Admin. Fee shall double, and (ii) Qwest will suspend all of Customer's add-ANI access, which may affect negatively other services purchased by Customer from Qwest.

5.4 If a LEC or a regulatory entity assesses Qwest any charge, fine, forfeiture or fee for improper or inadequate PIC authorizations relating to ReQwest Service, Customer shall promptly reimburse Qwest for all such charges. Qwest shall pass through any such charge, fine, forfeiture or fee without additional markup.

5.5 Nothing herein shall be construed to limit Qwest's ability to pursue any and all remedies available to Qwest under the Agreement, in law or in equity, with respect to PIC Disputes. Notwithstanding any provision of this Exhibit F1 to the contrary, Qwest Exhibit F1 ReQwest Select Switchless Reseller Services (1.16.05).doc

**SERVICE EXHIBIT F1
REQUEST SELECT SWITCHLESS RESELLER SERVICES
WHOLESALE SERVICE AGREEMENT**

may terminate this Exhibit F1 upon five calendar days prior written notice with no opportunity to cure, if Customer's PIC Dispute Percentage exceeds two percent for three consecutive months or for five or more months in any twelve month period.

6. **CANCELLATION, BLOCKING, AND DISCONNECTION OF REQUEST SERVICE.** Without affecting any other Customer obligations herein, Customer may cancel, disconnect, or terminate a portion of ReQwest Service when an End User has provided a new PIC authorization to another carrier. Customer shall be financially responsible for ReQwest Service and all Other Services until such time that the new PIC change is implemented.

7. **CUSTOMER OBLIGATION.** Customer agrees that it shall prohibit its End Users from using any 8XX number, or other telephone number advertised or widely understood to be toll-free, in a manner that would violate FCC rule 47 CFR 64.1504.

8. **LIABILITY AND INDEMNITY.**

8.1 Without limiting the Agreement, Qwest shall not be liable for: (a) any act or omission of the Number Administration and Service Center ("NASC"), other Resp Orgs, or any other carrier providing a portion of the ReQwest Services or Other Services; (b) any loss or damage sustained by Customer, its 8XX subscriber or any third party by reason of defects or malfunctions in the facilities, hardware or software not provided by Qwest or not directly under its control; or (c) by reason of errors made by NASC in connection with the Service Management System ("SMS").

8.2 Without limiting the Agreement, Customer shall indemnify, defend, and hold harmless Qwest, its Affiliates, and their respective directors, officers, employees, agents, subsidiaries, affiliates, designees and assignees ("Qwest Indemnitees") from and against any third-party claims, demands, actions, losses, damages assessments, fines, penalties, charges, liabilities, costs and expenses, including reasonable attorney fees, which may at any time be suffered or incurred by, or be asserted against, any or all Qwest Indemnitees, relating to, or resulting from, without limitation, Customer's failure to comply with the terms of this Exhibit F1.

9. **TOLL-FREE SERVICES PORTABILITY AND RESP ORG.**

9.1 Qwest will provide Switchless 8XX Inbound Service and End User Dedicated 8XX Inbound Service to End Users desiring to keep their then-current 8XX number provided that the End User signs an LOA designating Qwest as the Resp Org for the toll-free number.

9.2 Qwest will provide international ReQwest Service 8XX Inbound to End Users desiring to keep their then current 8XX number provided that the End User signs an LOA designating Qwest as the Resp Org for the ITFS/JIFN number and the country of origination is willing to port the existing originating number from the current carrier to Qwest.

9.3 Customer may select Qwest as Resp Org subject to the following terms and conditions: Upon written request, Qwest will serve as Resp Org and manage and administer Customer's records in the SMS. Qwest's responsibilities shall be limited to coordinating data entry, record changes, trouble acceptance, referrals and/or clearances. Qwest will coordinate among various entities (e.g., LECs, inter-exchange carriers, the NASC and the SMS), the provisioning, maintaining and testing of the 8XX data base service. As Resp Org, Qwest is limited in the number of 8XX number reservations it may hold. Reservations will be available on a first-come, first-served basis. Customer's reservations may at no time exceed ten percent of Customer's active 8XX numbers. Reservations cannot be held for more than forty-five calendar days. At the end of the reservation period, the 8XX number will be returned to the pool of numbers available for general assignment. Customer shall make available to Qwest an 8XX number and personnel, twenty-four hours a day, seven days a week, for Resp Org-related trouble reporting and resolution. Customer shall use best efforts to assist Qwest in the resolution of any End User dispute.

9.4 For all 8XX numbers for which Qwest is the Resp Org, Qwest shall be Customer's sole provider of 8XX originating service. Notwithstanding the immediately preceding sentence, Customer may designate itself as the 8XX carrier in selected LATAs when Customer provides 100% coverage in the LATA(s). Qwest will not act as Resp Org for 8XX numbers transported by common carriers other than Customer.

10. **PRODUCT MINIMUM USAGE REQUIREMENT.** Commencing on the anniversary date of the effective date of this Exhibit F1, if Contributory Charges each Billing Cycle for ReQwest Services do not meet or exceed the "Product Minimum" stated in Exhibit F2, Qwest may, at Qwest's sole determination, upon thirty calendar days written notice to Customer, terminate this Exhibit F1 without further liability or obligation to Customer, except as may be otherwise set forth in the Agreement.

11. **MINIMUM FACILITY UTILIZATION REQUIREMENT.** In addition to the Product Minimum, the following Minimum Facility Utilization Requirements shall apply to End User Dedicated 1+ Outbound Service and End User Dedicated 8XX Inbound Service:

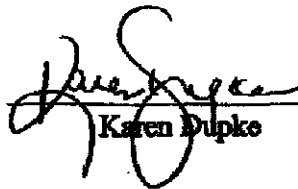
In the event any Qwest port to which any DAL from any of Customer's End Users is connected ("Port") has zero traffic usage for 30 consecutive days following the first three calendar months after connection of the Port to the DAL, Qwest may, upon thirty (30) calendar days prior written notice, in its discretion, disconnect the End User DAL connected to such Port.

EXHIBIT J

Affidavit on Qwest Agreement

AFFIDAVIT

I, Karen Dupke, state that I am Executive Vice President of Magellan Hill Technologies, LLC ("Magellan"); that I am authorized to make this Affidavit on behalf of Magellan; that Magellan has entered into and established a resale agreement with Qwest for the provision of underlying facilities so as to allow Magellan to provide telecommunications services in the state of Ohio; and that a bone fide copy of the agreement is attached.



Karen Dupke