

TELEGROUP DIVISION OF PRIMUS TELECOMMUNICATIONS, INC. DSL TERMS AND CONDITIONS

DSL Service: Customer agrees to purchase the Telegroup Division of Primus Telecommunications, Inc. ("Telegroup") Products and or Services outlined in the front page of this Agreement per the terms and conditions described herewith. Customer agrees to remain as a subscriber of the service for the period identified from the date of service activation. At the end of the service commitment this Agreement shall be automatically renewed for successive one (1) year periods on the same terms and conditions contained herein, shall continue to be automatically renewed until terminated by either party as provided herein. Notice of termination should be made in writing to the Telegroup Customer Service Department at 2094 185TH St., Fairfield, IA 52556 no less than thirty (30) days prior to the expiration of any term of this Agreement.

Rights and Obligations of Customer: Telegroup's services are only to be used for lawful purposes. Customer shall not transmit, retransmit or store material in violation of any defamation, or infringement of trademark or copyright. In particular, by signing these terms and conditions, Customer agrees to adhere to Telegroup's Acceptable Use Policy. Failure to comply with these obligations shall constitute violation of these terms and conditions and may result in possible termination of this Agreement at Telegroup's discretion shall the infringement not be rectified to Telegroup's satisfaction. If Customer operates hardware or software that Telegroup determines may cause hazard, interference, or service interruption to Telegroup-provided equipment or services or the Telegroup network, Customer shall immediately remove the offending hardware or software upon notice.

Proprietary Rights: Telegroup grants Customer non-exclusive, non-transferable license to use the Products and Services provided hereunder. Title, property rights, software licenses and hardware licenses and agreements, including all intellectual property rights to such Products and Services, are and shall remain with Telegroup, whether or not they are embedded in any Product or Service. Customer recognizes that the Products and Services used hereunder constitute valuable trade secrets of Telegroup. Customer will use its best efforts to protect and keep confidential any and all Products and Services used by it and shall not attempt in any way to copy, examine, alter, re-engineer, tamper with, or otherwise misuse such Products and Services. In all cases the IP addresses assigned for Customer use remain the property of Telegroup and shall revert back to same upon Customer termination.

Installation: Installation charges are non-refundable. Customer shall provide all necessary preparations to permit installation, maintenance and operation of Products and Services provided hereunder unless otherwise specified in this Agreement and shall provide to Telegroup and its suppliers reasonable access to Customer's premises including the point at which leased telco services are provided to Customer. Customer is also responsible for any and all additional telco charges arising as a result of necessity to reschedule telco suppliers, as well as all telco maintenance and diagnostics charges that may be needed. Once Telegroup services have been installed, Customer shall be responsible for any fees associated with relocation of services if requested by Customer, including a one time Telegroup Installation fee, and corresponding adjusted recurring telco fees dependent on the geographical relocation. If at any time during this contract the Customer wishes to downgrade bandwidth, the Customer agrees to pay a one-time downgrade fee of \$750 and any applicable telco fees.

Customer Premise Equipment Purchased by Customer: Customer is responsible for all maintenance and upgrades of equipment purchased from Telegroup (manufacturer's warranty may apply in some circumstances). Any unused hardware or software, within 15 days of receipt by Customer, provided such items are unopened in original packaging and in full working order, except if Customer purchases equipment with a custom configuration as detailed in an attachment hereto, is returnable by Customer.

Customer Premise Equipment Provided by Telegroup: In the event that Telegroup provides Telegroup-owned equipment to Customer in conjunction with service, (i) the configuration and type of equipment to be used shall be determined solely by Telegroup (except that Telegroup may agree to obtain a custom equipment configuration specifically for Customer as detailed in a separate attachment); (ii) Telegroup shall provide the initial equipment configuration and verify operability with the Telegroup network; (iii) Customer is responsible for operating the equipment within the parameters of the manufacturers specifications; and (iv) Telegroup may choose at its sole discretion to provide software upgrades of hardware. Additional support of Telegroup staff to reconfigure equipment once installed should service be required due to Customer's action shall be chargeable to Customer at Telegroup's then-current support rates. In the event of failure of Telegroup-owned equipment provided to Customer in conjunction with service, like equipment shall be provided by Telegroup as promptly as reasonably possible. Once operability is verified, Customer shall return any faulty equipment to Telegroup within 15 days of receipt of new equipment. Failure to do so shall result in the Customer being billed for the faulty equipment in the amount equal to vendor's list price as determined by Telegroup. At termination of the Agreement, all Telegroup-owned equipment must be returned in good working order within 30 days. Failure to do so shall result in liability to the Customer for the cost of replacement of the non-returned equipment in the amount equal to vendor's list price as determined by Telegroup.

Invoicing and Payment of Service: Initial rates for the services are set forth on the Telegroup Order Form. The initial rates shall be in effect for the duration of the initial service commitment. During any renewal terms, the rates shall be those contained in the then current Telegroup price list unless otherwise agreed by the parties. Telegroup will Invoice Customer for services in advance on a monthly basis. The price of the service described within does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer agrees to pay such taxes directly or reimburse Telegroup for any such taxes. This bill is due and payable in full on the date shown on the bill. Customers also have the option of prepayment of services for term of Agreement.

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Non-Payment / Customer Termination: A late charge of the lesser of 1-1/2% per month or the maximum rate permitted by law may be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay Telegroup all costs including, without limitation, reasonable exercising any of its rights under the Agreement. Customer shall be responsible and will reimburse Company for Telegroup installation charges at list price, telephone company or other service provider installation or any other charges, including monthly service charges, incurred by Company in the fulfillment of this Agreement if: (i) the Agreement is terminated after execution but prior to initiation of the Products and Services; or (ii) there is a delay in the initiations of the Products and Services that is caused through action or inaction, by the Customer. If Customer terminates the Agreement after initiation of remainder of the then agreement but except as described in the next violation of the Acceptable Use Policy, Customer shall pay immediately a lump sum equal to the charges for the remainder of the then current term of the Agreement.

Maintenance Window: Telegroup maintains specified time periods during which it may perform necessary network maintenance and/or network upgrades. These specified time periods are referred to as "Scheduled Maintenance Windows". In the event Telegroup plans to bring down the Service or the Equipment during a Scheduled Maintenance Window, Telegroup will provide 24-hour notice to Customer in advance of the Scheduled Maintenance Window. In addition, Telegroup reserves the right to perform any required maintenance work outside of the Scheduled Maintenance Window with a minimum of 12 hours notification to Customer. However, Customer understands that at any time Telegroup may perform emergency maintenance as needed to preserve the overall integrity of the products and services offered as determined by Telegroup with no notice.

Credit Information: Customer consents to standard credit check by Telegroup in order to confirm credit-worthiness and to Telegroup's disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of telecommunications services at any time during Customer's service with Telegroup.

Limitation of Liability: Telegroup exercises no control whatsoever over the content of any information passing through its network and is not responsible for damages Customer suffers for any reason, including, but not limited to, loss or degradation of data resulting from delays, non-deliveries, wrong deliveries and any and all service interruptions caused by the acts and omissions of Telegroup and its employees, of Customer or of any other party. Telegroup makes no representation that it can provide uninterrupted service. Furthermore, Telegroup shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond its reasonable control. Telegroup makes no warranties with respect to the products or services of any kind whatsoever, express or implied, except as specifically provided in this Agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. Telegroup shall not be liable to its customer or any third party for any special, punitive, incidental, or consequential damages. Any legal action arising out of the provision of Telegroup's services shall be brought within a period of one year of the occurrence or shall be deemed waived. Customer agrees to indemnify and hold harmless Telegroup from any and all claims resulting from Customer's use of the equipment or services, which cause damage to Customer or any other party.

Transfer and Assignment: Neither party, other than for collateral purposes, may self assign or transfer this Agreement without the prior written consent of the other party except that the Telegroup may assign this Agreement to any of its affiliates or any person who acquires substantially all of the assets of Primus Telecommunications, Inc. Customer may not resell IP accounts of Internet services of any kind from a Telegroup provided connection without explicit written permission of Telegroup.

Governing Law: This Agreement is governed by the laws of the Commonwealth of VA without regard to its choice of law provisions.

Acceptance: These Terms and Conditions of the "Agreement" together supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

Customer

Telegroup Division of Primus Telecommunications, Inc.

Date _____

Date _____

Print Customer Name