

Agent Sales ID: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

<b>Term Months</b>	<input type="checkbox"/> N/A <input type="checkbox"/> 6 <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 Exp. Date: _____	<b>1+ Services</b>	Interstate Rate/Min: _____ Intrastate Rate/Min: _____ Intl Rate Plan ID: _____	<b>Toll Free</b>	Interstate Rate/Min: _____ Intrastate Rate/Min: _____	<b>Local</b>	Local Exchange Svc: _____ Features: _____ Voicemail: _____
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**1. Payment.** Customer agrees to pay Telrite no less than the above rate Long Distance Usage per Month regardless of call volume, usage, or any other factor. Customer understands that he Customer is receiving better rates in exchange for minimum commitment of long distance usage per month. Customer agrees to pay Telrite for all for all Services within (30) thirty days of invoice date. All payments must be made in U.S. Dollars. Payments must be made at the address designated on the invoice or other such place as Telrite may designate. Payments received will be applied first to past due amounts followed by late charges, recurring fees, intelligence fees, and other fees with any remaining funds applied to outstanding long distance charges. Amounts not paid on or before (30) thirty days from invoice date shall be considered past due and Customer agrees to pay a late payment charge equal to the lesser of (a) one and one-half (1.5%) per month compounded monthly; or (b) the maximum amount allowed by applicable law as applied against the past due amounts. If Customer does not give Telrite written notice of a dispute with respect to Telrite charges or application of taxes or fees within one hundred and eighty (180) days of the date of an invoice, such invoice shall be deemed to be correct and binding on Customer. All reasonable costs and expenses, including but not limited to attorney fees, expenses, court costs and service charges, incurred by Telrite in collecting payment will be an expense of the Customer.

**2. Service.** Telrite will provide to Customer the international, interstate, intrastate, other services ("Services") identified in the Agreement. The Services are provisioned by Telrite and/or through its applicable affiliates, subcontractors, and vendors. For services and charges not specifically set forth in the Agreement, including, without limitation, installation and other non-recurring charges, Customer shall pay Telrite's standard rates or charges for the applicable service. In addition to these terms and conditions, additional terms and conditions may be associated with specific Services. Both sets of terms and conditions are binding on the parties. Any conflict between the two will be governed by the Service-specific terms and conditions. Telrite reserves the right to unilaterally amend any or all terms and conditions in response to regulatory changes beyond the control of Telrite that materially alter the feasibility or economics of the Services provided. Any costs associated with modifying or reprogramming Customer's equipment to make it compatible with Telrite-provided Service will be the responsibility of Customer. All offers of Service are subject to credit approval and may include utilizing Dun & Bradstreet reports requesting Customer financial statements.

**3. Termination.** Termination without cause by either Party is a breach of this agreement. Customer or Telrite may terminate this Agreement for cause upon thirty (30) days written notice. Notice must state plainly the cause for termination and means to cure said cause, if any. Prior to termination by said notice, the non-terminating party has thirty (30) days to cure. Non-terminating party must submit in writing, within the thirty (30) day cure period, the details of why the cause is insufficient or has been cured. If no such written cure is submitted to terminating party, it will assumed that non-terminating party accepts the termination. If terminating party does not accept the explanation or cure it must notify non-terminating party in writing, but is not required to provide any further notice before termination in addition to initial thirty (30) days. Cause includes, but is not limited to any material breach of the terms of this Agreement, the either party becoming the subject of a voluntary petition in bankruptcy or an involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors by seven (7) days' prior written notice, (iii) the other party becoming the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, (iv) the other party engages in fraud, embezzlement, theft, conviction of a felony or any crime involving moral turpitude, and Customer's failure to pay any invoice within thirty (30) days after the date of the invoice. If Telrite terminates this Agreement for cause or Customer terminates this Agreement WITHOUT proper cause, Customer shall pay early termination charges. For termination prior to provisioning of Services and after execution of this Agreement, early termination charges shall be those reasonable expenses incurred by Telrite through the date of termination. If, after activation of Service, Customer requests termination of Service without cause or if Telrite terminates this Agreement for cause, Customer agrees to: (a) pay an early termination charge on usage-based products if applicable, in accordance with the product specific addendum (as indicated in the Business Services Order Form) attached; (b) pay Telrite for Services actually received; (c) repay Telrite for any credits, discounts, or waived costs received. Month-to-month Service Agreements may be terminated on 30 days' written notice to Telrite. If Customer requires fewer lines during the term of this Agreement, the number of lines may be reduced without liability unless service for such lines is re-established with another provider, or the line reduction is made for the purpose of reducing termination liability.

**4. Limitation of Liability and Disclaimer of Warranties.** TELRITE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. In no event shall Telrite be liable for the acts, omissions, or delays imposed by third-party vendors to Telrite as long as Telrite has made reasonable efforts to obtain the necessary services on a timely basis. Any Telrite liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit. Remedies under this Agreement are exclusive and limited to those expressly described herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED AS TO ANY TELRITE SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. TELRITE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

**5. Letter of Agency.** The undersigned Customer hereby appoints Telrite as the primary long distance carrier for the Customer listed above and also authorizes Telrite Corporation to act on Customer's behalf in all matters related to long distance services, including selection of Responsible Organization (800 Service), until cancelled in writing. Customer understands that his/her local telephone company may assess a service charge for each line change. Customer has read and agrees to the terms and conditions as specified in this agreement.

**6. General Provisions**

- a. **Assignment.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Telrite may assign this Agreement to an affiliate or successor without the Customer's written consent.
- b. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this 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.
- c. **Entirety.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Independent Contractor and TC. This Agreement is the entire agreement between the parties as to the subject matter addressed; Parties hereof have made no other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter.
- d. **Force Majeure.** If performance by Telrite of any obligation under this Agreement is prevented, restricted, or interfered with by causes including without limitation, failure, or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cut storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Telrite shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference.
- e. **No Waiver or Forbearance of Breach:** The waiver by any Party of the breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach. Forbearance of any breach of this Agreement shall not constitute acceptance or approval of that breach or of any future breach, nor shall it prejudice Party's right to action in response to any breach.
- f. **Arbitration.** Parties agree upon any and all disputes to submit to final and binding arbitration according to the rules of the American Arbitration Association. The laws of the State of Georgia shall govern this Agreement and parties agree to file submission to an arbitrator located in Atlanta, Georgia.
- g. **Notice.** For the purposes of this Agreement, notices and all other communications provided for in this Agreement, shall be provided by all parties of this Agreement in writing: by (i) actual delivery of the notice into the hands of the party entitled to receive it, (ii) by mailing the notice by registered or certified mail, return receipt requested; (iii) by overnight carrier; or (iv) by facsimile. Each such notice shall be addressed to Customer at his or her billing address continued herein and to Telrite as follows:  
 Telrite Corporation  
 Attn: Term Plan Service  
 PO BOX 2207  
 Atlanta, GA 30015
- h. **Acknowledgement.** Parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions and have received a copy.

	<b>Telrite Corporation/Authorized Agent</b>	<b>Customer</b>
<b>By:</b>		
<b>Print:</b>		
<b>Date:</b>		