

Switched Services a/k/a Voice Services

I. Product Description

The Switched Services a/k/a Voice Services identified below are described in TWTC's applicable tariff and may be modified from time to time. The Switched Services are provided subject to the terms and conditions set forth in TWTC's applicable tariff or price list on file with the appropriate public utilities commission or similar regulatory body (or, in Oregon, North Carolina and Indiana, subject to the terms and conditions of the Agreement) and/or posted to the Website (www.twtelecom.com). Switched Services include:

Voice T1 Business Lines

For the Switched Services identified above, flat, measured, and message rated local usage is only available in certain TWTC markets.

TWTC will require a Letter of Authorization ("LOA")/Carrier Facility Assignment ("CFA") when Customer intends to connect to facilities that it does not own and acknowledges that it is responsible for maintaining a current LOA/CFA. If Customer fails to maintain any necessary LOA/CFA for a Switched Service ordered hereunder, TWTC may terminate such Switched Service following prior written notice to Customer, and Customer must pay termination liability as set forth in the Agreement.

Customer represents and warrants that the Switched Services purchased hereunder are for retail purposes only. TWTC does not support Customer's resale of Switched Services to any End User including, but not limited to, providing individual End User support for E911 addressing, local number portability, calling name delivery, End User billing, and directory listings. The Switched Services purchased hereunder will be subject to taxes, fees, and assessments based on Customer's use of them as a retail End User.

Customer represents and warrants that its transmissions of voice and data traffic will originate from either (i) the Customer's service address or (ii) the local calling area from which Customer is purchasing a Foreign Exchange (FX) product; and all traffic not destined for the Customer's pre-selected IXC or dedicated special access facility shall terminate in the same local calling area as Customer's service address or at a modem data service located in the same local calling area. A breach of this representation and warranty is a material breach of the Agreement, and TWTC may terminate the applicable Service following ten days written notice and charge termination liability. Customer agrees to notify TWTC immediately if it violates this provision. If Customer breaches this provision, it also must indemnify, defend and hold TWTC harmless from all claims, demands, damages, losses, liabilities and expenses of any nature arising from such breach, including indirect, special, incidental, consequential, punitive or reliance damages and all costs including attorneys' fees associated with enforcing this provision.

Customer represents and warrants that it will not use the Switched Services to provide voice content related services such as chat lines. A breach of this representation and warranty is a material breach of this Agreement, and TWTC may immediately terminate the Switched Services and charge applicable termination liability. Customer agrees to notify TWTC immediately if it violates this representation and warranty. If

Customer breaches this provision, it also must indemnify, defend and hold TWTC harmless from all claims, demands, damages, losses, liabilities and expenses of any nature arising from such breach, including indirect, special, incidental, consequential, punitive or reliance damages and all costs including attorneys' fees associated with enforcing this provision.

Customer acknowledges and understands that in the event 911 is dialed all voice services are configured to provide only the Customer's Billing Telephone Number ("BTN") and the physical service address for the BTN to emergency response organizations (911/E911 or Public Safety Answering Point "PSAP"). Calls to 911 that originate on Intercity Switched Service ("ISS") and Local Reach Service will be completely blocked. Calls to 911 that originate on Expanded Exchange Service ("EES"), or from locations other than the Customer's physical service address associated with the BTN, will not be directed to a PSAP capable of responding to the emergency condition. Additionally, TWTC cannot identify, control or track the location of individual end-user stations, or the method of connecting end-user stations configured by Customer. Neither TWTC nor its affiliates are responsible for providing end user location information to the E911 system. If Customer uses any form of Private Switch/Automatic Location Identification ("PS/ALI") capability to identify individual stations from which E911 calls originate, Customer must first arrange in writing with TWTC to obtain a special E911 feature or else emergency authorities will not be able to identify individual station locations.

Federal Subscriber Line Charges ("FSLC")

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak, ISDN PRIs, Digital and Analog Trunks, Complete Lines and Business Line services not a part of an integrated package. FSLC is not assessed for Voice T1, Channel 12, Complete Dynamic or VersiPak bundles. Updated FSLC rates are posted to the TWTC web site at www.twtelecom.com and are subject to change.

II. Service Level Agreement

Switched Services will be available to Customer 99.99% of the time in a calendar month ("Network Availability") and is defined as the time the TWTC's Network is available for processing a telephone call. Upon Customer's request, TWTC will credit Customer's invoice for each Service Outage lasting five minutes or longer. Service Outage credits will be calculated as a percentage of the MRC for the non-performing Service as follows:

Duration of Service Outage	Percentage Credit
Less than 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC