

ONESTREAM NETWORKS, LLC

SERVICE TERMS AND CONDITIONS 4.2.3

1. Terms and Conditions

All terms and conditions contained herein are applicable to the Services provided by OneStream Networks, LLC (OSN) either directly or as agent or reseller for other third party providers at OSN's sole discretion. The stated terms and conditions contained herein are not intended to supersede any other service and/ or maintenance agreement(s) that may be executed for additional customer requirements, including, but not limited to the installation, maintenance, and/or warranty of customer equipment, such as data switches, routers, or end points as defined on separate Agreements. Any such Agreements shall remain independent from and shall not interfere with these Terms and Conditions, except where this Agreement enforces control over any conflict.

2. Price, Payments and Service Term

(a) Customer is responsible for and agrees to pay OSN for OSN Services ("Services") at the rates specified on the Service Agreement or on an Addendum to the Service Agreement, or on any other amendment hereto executed by the parties. Services the parties agree to add hereto after the Effective Date shall be added to the Agreement at OSN's list prices in effect at that time, unless otherwise agreed-to by OSN. Usage charges for, but not limited to, inbound toll free, outbound long distance, outbound international calling, and International Toll Free shall be billed in arrears for a period as defined on its associated Service Agreement for the period in which the usage was incurred.

(b) Monthly recurring charges (MRCs) shall be billed in advance, in the month preceding the month to which such charges apply. All charges are due and payable within the payment terms defined on the associated Service Agreement; or within 15 business days if not otherwise defined on a Service Agreement, from Customer's receipt of OSN's invoice. Failure to pay any sum when due may result in OSN issuing to Customer a five (5) day Service disconnect notice, interruption of Services or termination of this Agreement pursuant to Section 10 below. A charge of one and one-half percent (1.5%) of the amount owed shall be added to each full or partial month that payment is not made starting on the thirty-first day after the date of the invoice.

(c) If Customer disconnects Services, or if OSN disconnects Customer's Services for Customer's Default, as defined herein, Customer shall remain responsible for (i) the monthly fees for the balance of the remaining months; and (ii) all unpaid usage charges.

(d) The "remaining months" shall be defined by (i) the term commitment as indicated on the customer's signed Service Agreement, AND the date on which the service was actually rendered active, otherwise referred to as the "Circuit Acceptance Date"; which is defined as the date that the customer's local circuit(s) (i.e. the T1 or Ethernet) was accepted for service. This date is typically approximately 6 to 8 weeks after the signature date of the signed services Agreement. This "acceptance date" marks the commencement date for the customer's commitment term period for the purpose of determining early termination liability for all services on the same Service

Agreement. If the customer's service does not include a "circuit" provided by OSN, the signature date on the Service Agreement serves to define the commitment period commencement date.

(e) If Customer has a bona fide, good faith dispute with any of the amounts on an invoice ("Disputed Amounts"), not to exceed twenty percent (20%) of Customer's invoice, Customer must pay all amounts not in dispute as set forth above, and provide OSN with a written request for a billing adjustment together with all supporting documentation within sixty (60) days from the first day of the month of the invoice on which the disputed amount first appeared. All disputes must be requested in writing with a request sent to billing@onestreamnetworks.com. If OSN does not receive this information within this sixty (60) day period, Customer's right to a billing adjustment shall be waived.

(f) Number Porting Charges. OSN reserves the right to pass through any one-time charges imposed by any other parties involved with any port-in and/or port-out activities, irrespective of the pricing as defined elsewhere on any other service documents associated with this Agreement.

3. Cost of Collections

Customer shall be liable to OSN for any costs incurred by OSN in enforcing any payment or other obligation of Customer under this Agreement including, without limitation, collection agency costs, reasonable attorney's fees, and court costs, if any.

4. Guarantees and Advance Payments

In the event that Customer fails to pay any invoice on or before its due date, if Customer is generally unable to pay its debts as determined solely by OSN, OSN may require Customer to pay OSN an advance payment in the form of a cashier's or certified check, provide a letter of credit, or provide a satisfactory guarantee. Any advance payments may be applied against Customer's past due amounts.

5. Maintenance

OSN shall provide Customer notification of feature and function updates as they become generally available without additional charge to OSN's customers. The contents of all updates shall be decided upon by OSN in its sole discretion.

6. Use of OSN Services

(a) Customer shall use OSN Services in accordance with the guidelines, manuals or instructions provided by OSN.

(b) OSN reserves the right to terminate, suspend and / or charge including but not limited to extended Long Distance Calling, Local Calling or unauthorized uses of Services. OSN also adheres to the common practices of Acceptable Use policies of major Internet Access Service Providers. Unauthorized out-bound telemarketing, SPAM, mass marketing via e-mail or other actions that are deemed excessive or unacceptable will be viewed as a violation of Acceptable Use and subject to termination of Service,

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suspension of Service or additional charges for each violation as determined by OSN. OSN will use all commercially reasonable methods to identify and report on any instances or indications of the dissemination of child pornography. Any suspected activities should be reported immediately to abuse@onestreamnetworks.com.

7. **Customer's Network Responsibility**

(a) Internal Network: Customer acknowledges that all Customer premise data and voice network infrastructure; unless provided by, rented from or leased from OSN as defined on its Service Agreement, including LAN components, IP voice equipment, routers, switches, firewalls, cable plant, analog converters, analog telephone adapters, IP phones, IP soft phones, servers, and personal computers ("Customer Network") is the responsibility of Customer. OSN shall provide Customer IT (point of contact) or Customer IT vendor (point of contact) with Customer Network system requirements, compatibility and LAN configuration documentation for OSN's IP voice best practices. Unless contracted otherwise to do so, Customer acknowledges that OSN is not responsible for ongoing support and maintenance of Customer Network. A Customer Network that supports and is compatible with OSN Services is solely defined by OSN.

(b) External Network: when applicable, as defined on its Service Agreement, OSN shall provide a best practices network element to meet Customer's voice requirements, and possibly other requirements, including data and Internet. When OSN is the provider of the external network element, including, but not limited to T1 and Ethernet services, OSN shall adhere to its Service Level Agreement (SLA) for the network element and OSN services delivered via said network element. If Customer chooses to provide its own external network for the delivery of OSN's services, OSN shall not be responsible for the performance of the external network element or the quality of OSN's services traversing said network element. Network element includes, but is not limited to Broadband Internet, Dedicated Internet and existing Customer MPLS network.

(c) Internet Performance: if Customer chooses to use a public peer Internet service, such as Broadband Internet, Customer agrees that OSN cannot control or manage the quality and performance of its services delivered to Customer via said Internet service. Customer agrees that OSN is providing its services in a "best effort" environment and cannot guarantee performance and reliability and shall not be subject to any customer claims for credits against a SLA or presumed service performance expectation.

(d) Customer-provided MPLS: if Customer chooses to peer with OSN's network via its existing MPLS network, Customer shall remain fully responsible for the management, maintenance and performance of its MPLS network. Customer understands that OSN's service quality is dependent upon the performance of its MPLS network and will assure network performance, bandwidth allocation, packet tagging and premium queue sizing to enable OSN's services are able to traverse the network consistent with MPLS best practices.

8. **Title to Equipment and Risk of Loss**

OSN shall retain title to all equipment, software and associated property residing in OSN's facilities and provided to customer on customer's premises either at no charge to customer or on a rented basis; or on a leased basis under which the customer has breached the terms of this Agreement, used in connection with providing Services to the Customer. Upon expiration or termination of this Agreement for any reason, Customer shall surrender all OSN equipment, software and associated property, if any, to OSN in the same condition as installed, with the exception of ordinary wear and tear. Customer shall be liable to OSN for the cost of repair or replacement of equipment, software and associated property lost, stolen or damaged while in the care of Customer.

9. **Independent Obligation**

Customer hereby acknowledges that OSN and any value-added reseller (VAR), service provider or any other agent ("Contractor"), are not the same party, and that this Agreement constitutes a separate and independent obligation of Customer which is unrelated to the performance or non-performance of any Contractor. Customer shall not have any right to abate, decline to pay or otherwise fail to honor its obligations under any Contractor agreement as a result of OSN's performance or non-performance of any obligation under this Agreement, and Customer shall not have any right to abate, decline to pay or otherwise fail to honor its obligations under this Agreement as a result of any Contractor performance or non-performance of any obligations under any agreement with Customer.

10. **Software**

Any software incorporated into or provided for use in or with OSN Services (whether initially, as part of maintenance or support; or otherwise is not sold, but rather provided through licenses only, solely for Customer's internal use in or with any applicable product, strictly in accordance with documentation and any other use restrictions, that are applicable for that product. Such license (a) is non-exclusive, (b) is non-sub licensable, (c) is subject to the terms and conditions of this Agreement and (d) does not include the right to (and Customer will not, directly or indirectly) modify, reverse engineer (except to the extent applicable statutory law expressly prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, or copy any portion of such software (except as specifically authorized in documentation provided by OSN for purposes of installation, support or maintenance), display or disclosure of the software and accompanying documentation by the Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms herein.

11. **Warranties and Disclaimer**

OSN represents and warrants that, except for any outside material provided by Customer to OSN, the products are either original with OSN or have been fully licensed by OSN, and that neither the products nor Customer's use of the products as contemplated by this Agreement will infringe or violate any rights of any person or entity, nor shall Customer be required to pay or incur any sums to any

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person or entity as a result of our ownership, acquisition or use of the products, except as herein provided.

12. Initial Agreement Term

(a) The term of this Agreement shall commence upon the date of Customer's execution of the Service Agreement Order Form ("Effective Date") and shall continue thereafter for the initial Term of Service as specified in the aforementioned Service Agreement Order Form. Following the expiration of the Initial Term of Service, this Agreement shall be automatically renewed for successive one (1) year terms (each a "Renewal Term"), unless terminated with written notice by Customer to OSN at least sixty (60) days prior to the expiration of the then current Term of Service. This initial term and the renewal term shall be collectively referred to herein as the "term".

(b) Unless specifically defined in written contract form; new network circuits, loops, ports or any other incremental additions to the original network shall not be deemed "co-terminus" with the original network contract term. For any and all "additions" to the originally contracted network, including, but not limited to circuit additions and/or additional network locations; each addition to the network, for the purpose of defining the contractual commitment period for that network component, shall be considered incrementally to the initial contract term and shall carry an independent term commitment period defined by its independent Service Agreement, effective the date of acceptance for the newly added network component.

13. Termination

(a) Customer may terminate Services upon 30 days written notice to OSN

(b) Customer may terminate portions of the Services and may choose to substitute other Services without incurring a termination charge provided that the total monthly recurring charge(s) for the substituted Services are equal to or higher than the terminated Services.

(c) Customer may terminate this Agreement if OSN fails to perform any material condition of this Agreement and such failure remains uncured for a period of thirty (30) days following OSN's receipt of written notice from Customer specifying the nature of such failure; understanding the following:

Consistent with Section 7, Paragraphs b, c and d, poor performance of Customer's third party network or Internet elements shall not constitute performance breach of OSN or its services. It is Customer's sole responsibility to correct all third party network-related issues as determined solely by OSN prior to Customer attaining the right to claim of performance breach of OSN.

(d) Under no circumstance shall Customer be relieved of its obligation to make payments for all unpaid and outstanding amounts due OSN that have been accrued as of the date of termination or expiration of this Agreement.

(e) Services may be terminated by OSN in the event Customer: (i) fails to perform any obligation to make payments under this Agreement and such failure continues uncured for a period of five (5) days after Customer's receipt of written notice from OSN specifying the nature of such failure, or (ii) Customer fails to perform any other material condition or obligation under this Agreement and such failure continues uncured for a period of thirty (30) days after customer's receipt of written notice from OSN specifying the nature of such failure.

(f) In the event Services are terminated pursuant to this section 13, Customer shall be liable for all applicable charges resulting from said termination as set forth in Section 2. Furthermore, Services may be terminated by OSN under, but not limited to the following circumstances (i) OSN determines the Services are no longer commercially feasible, provided that OSN provides customer ninety (90) days prior notice, (ii) Customer denies OSN support for, or access to Customer's Local Area Network over which OSN's Services are being delivered, (iii) Customer denies OSN the opportunity to examine, maintain and/or effect corrective actions deemed necessary by OSN to fulfill OSN obligations enumerated herein.

14. Effect of Termination

The termination or expiration of this Agreement shall not relieve Customer of its obligations under this Agreement, or any Service Agreement Order Form, including without limitation, Customer's obligation to make payments for all unpaid and outstanding amounts due OSN that have been accrued as of the date of termination or expiration of this Agreement.

15. Indemnification

(a) Customer shall defend and indemnify OSN and its officers, directors, agents and employees from and against all third party claims, liabilities, damages, settlements, attorney's fees and expenses resulting from any breach by Customer of its representations, warranties and undertakings hereunder.

(b) OSN shall defend and indemnify Customer and its officers, directors, agents and employees from and against all third party claims, liabilities, damages, settlements, attorneys' fees and expenses resulting from any breach by OSN of its representations, warranties and undertakings hereunder.

(c) The foregoing obligation of OSN does not apply with respect to product or portions or components thereof: i made in whole or in part in accordance to Customer specifications or requests, II which are modified after shipment, if the alleged infringement relates to such modification, and provided that OSN does not know that such modification may subject Customer to liability and fail to so advise Customer III combined, processed or used with other products, processes or materials where the alleged infringement relates to such combination, process or use, and provided that OSN does not know that such combination may subject Customer to liability and fail to so advise Customer or iv where Customer continues allegedly infringing activity after receiving written notification thereof

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or after being informed of modifications that would have avoided the alleged infringement.

(d) Customer will indemnify OSN and its officers, directors, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from OSN' indemnity obligation under subsection 15(b) above.

16. Termination, Survival, and Termination Liability

All applicable Sections of this Agreement forth standing, and any OSN accrued rights to payment shall survive the termination or expiration of this Agreement. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party which complies with terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

17. Confidentiality and Intellectual Property

Each party agrees that it will not, directly or indirectly, during or after the Term, disclose in any manner, or use or permit others to use, any information or material regarding the disclosing party, any of its parent, subsidiary or affiliated companies, employees and/or businesses, which information or material is compiled by, obtained by, or furnished to the recipient party by the disclosing party. It is understood that the foregoing obligation shall not apply to any part of the information which: (a) is or becomes generally available to the public (other than by disclosure by the recipient party; or (b) becomes available to the recipient party on a non-confidential basis from a source which is entitled to disclose it to recipient party. The parties acknowledge and agree that any proprietary property or content, including any copyrights, trademarks, service marks, patents or other intellectual property, that has been or will be provided by either party to the other party shall remain the sole and exclusive property of the providing party, and no license or other interest with respect thereto is hereby granted to the other party except as expressly provided herein.

18. Force Majeure

OSN shall not be responsible for any nonperformance or delay in performance of any of its obligations under this Agreement due to any cause beyond its reasonable control.

19. Taxes & Fees

Customer shall pay any taxes and regulatory fees imposed on or based upon the provision or use of the Services. Certain taxes and fees shall be assessed as per the laws and requirements of each state within which services are provided. In some cases, such as for the determination of certain excise taxes, a service shall be proportioned according to a reasonable breakdown for the purposes of assessing the applicable taxation. For example, 33% of a "seat" license may be assessed as that portion of the seat license that is used to access local and long distance calling capability; while the remaining percentage is for maintenance, warranty and other capabilities. OSN is authorized to recover its cost for complying with state and

federal requirements via a surcharge referred to as Network Recovery Fee (NRF) on OSN's invoices. Under no circumstances is Customer, including Wholesale Customer, relieved from paying this surcharge.

20. Regulatory Changes

If the FCC, a state PUC, a court of competent jurisdiction, or any other agency with jurisdiction over the services covered by this Agreement issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement (collectively, "**Regulatory Requirement**"), then this Agreement shall be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within 30 days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement. The Parties acknowledge and agree that termination of this Agreement may not terminate certain of the Services, such as Internet Access, associated local loop charges, and any third party services rendered.

21. Limitation of Liability

(a) OSN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST INCOME OR LOST REVENUE (WHETHER SUCH DAMAGES WERE FORESEEN OR NOT AT THE TIME THIS AGREEMENT WAS ENTERED INTO) SUSTAINED. THIS LIMITATION APPLIES TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT, INCLUDING BOTH THE ACTIVE AND PASSIVE NEGLIGENCE OF OSN, OR ANY OTHER THEORY OF LIABILITY.

(b) CUSTOMER'S EXECUTION OF THIS AGREEMENT CONSTITUTES A WAIVER OF RECOURSE TO THE RESELLER, AGENT OR CUSTOMER FOR ANY LIABILITY CLAIMED UNDER THIS AGREEMENT.

(c) The liability of OSN for direct damages including, without limitation, injuries to persons or property, arising out of OSN's performance hereunder, including mistakes, interruptions, delays, or defects in transmission during OSN's provisioning of Services, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of time during which such mistake, interruption, delay or defect in transmission adversely affects the Services.

(d) OSN shall not be liable for any defacement of or damage to Customer's premises or the equipment of Customer or others resulting from OSN's furnishing of the Services on such premises or by the installation or removal of any equipment included in the Services, unless such defacement or damage is the result of negligence of OSN's agents or employees,

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(e) Customer hereby holds OSN and its agents and employees harmless from, and agrees to be responsible for, all losses, damages and liabilities resulting from unauthorized use of the Services, including Customer's Local and Long Distance Voice Service(s), if any. Customer shall not, without prior written consent of OSN, transfer or sell any such Voice Services

22. **Warranty Disclaimer**

ALL SERVICES HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S OR ITS END USERS' USE THEREOF IS AT SUCH PARTIES' OWN DECISION. OSN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

23. **Emergency 911 Services**

Customer agrees and acknowledges that due to the unique nature and portability and mobility of voice services provided over data networks ("IP telephony" et al) and including OSN Services, emergency 911 operator services cannot be provided to Customer by OSN with certainty, consistency and reliability. Customer agrees to defend, indemnify and hold OSN and OSN personnel harmless from any and all claims, damages, fines, penalties, and any other liabilities, including attorney fees, arising out of inaccuracy of any information, or of the inadequacy of any procedure or personnel. OSN shall not be liable for civil damages to any person, corporation, or other entity for any loss or damage caused by any act or omission in the design, development, installation, maintenance or provision of 911 services other than an act or omission constituting gross negligence or willful misconduct.

24. **E911 Un-provisioned Call Charges**

When E911 service is provisioned for Customer by OSN, each customer telephone number must be accurately defined in the OSN E911 service provider database, including valid telephone number, street address and any other necessary location data. Customer maintains sole responsibility for providing OSN accurate data when requested by OSN. Any E911 calling attempts over OSN's network from an un-provisioned or invalid telephone number (or ANI representation from the Customer's telephone system) shall be chargeable to Customer at a rate of \$85 per call attempt. This charge is a necessary charge to cover the manual call center efforts necessary to facilitate the un-provisioned call attempt back to the proper E911 PSAP.

25. **Liquidated Damages**

Customer agrees that the termination charges specified in Section 14 above shall constitute liquidated damages and not a penalty since the precise amount of such damages cannot be determined in advance.

26. **Assignment**

This agreement is not assignable by Customer without the prior written consent of OSN whose consent will not be reasonably withheld. OSN may subcontract any or all of the work to be performed by OSN under this Agreement but shall retain responsibility for the work subcontracted.

27. **General**

(a) If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(c) OSN and Customer each represent that it has the power and authority to enter into this Agreement.

28. **Voice Usage Billing and Charges**

Customer may have contracted for flat-rate billing, usage-based billing or a combination of both as defined on the Services Agreement. In the event that the specific billing methodology is not explicitly defined, the usage-based billing methodology shall prevail; in which case, unless otherwise overridden by a fully executed Services Agreement, the Rate Tables published on the onestreamnetworks.com Home Page shall prevail.

(a) **Blocks of usage.** If the Services Agreement specifies that "blocks of minutes" are to be used in the determination for billing for domestic or international calling; Customer agrees to a volume of "minutes" for long distance calling ("committed volume"), billed in 1000 minute blocks for domestic U.S. calling, and 100 minute blocks for International calling. For any billing period that Customer's actual usage exceeds the committed volume, OSN shall add any necessary number of domestic and/or International "blocks" of usage to cover the actual usage that exceeds the committed volume for that billing period, and increment the customer's monthly billing at the then prevailing rate times the total number of additional blocks on a recurring monthly basis.

(b) **Usage-based Call Charge Increments.** Customer may elect for billing of their voice traffic to be based on actual usage, as defined on the Service Agreement and determined by rate tables to calculate call cost. The actual rate tables used must be defined on the Services Agreement, otherwise the published rate tables on the onestreamnetworks.com Home Page shall prevail; which will be updated from time to time at OneStream Network's sole discretion.

(c) Charges for all calls will be calculated on a per call basis. All international calls, with the exception of Mexico, will be invoiced in six (6) second increments and subject to a thirty (30) second minimum charge. Calls to/from México will be invoiced in one (1) minute increments and subject to a one (1) minute minimum charge. All domestic calls (including 800 calls) will be billed in six (6) second increments and subject to six (6) second minimum charge.

Customer Initials

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(d) Charges on a per call basis will be calculated using four-digit rounding.

By OneStream Networks:

Authorization _____

Printed Name/Title _____

Date _____

29. Risk of Fraud

The risk of Fraud shall be borne solely by Customer. Customer shall pay OSN for all charges for the Services regardless of whether the purchase and /or usage of the Services are considered fraudulent by Customer. On a best effort basis, via OSN's call pattern analytics and detection tools, customer may be notified when suspicious traffic is detected. If OSN chooses, based solely on OSN's discretion to shut down long distance calling, including to International destinations in order to protect its own network; Customer may be required by OSN to formally authorize OSN to re-establish said services. OSN reserves the right to require payment in full for any and all usage charges that were incurred up to the point of OSN's decision to deactivate service prior to restoring services.

30. Termination Charges

If the Service Agreement is terminated before the end of its then current Term, either by OSN, pursuant to sections 12 and 13, or by the Customer, then Customer agrees to pay a termination fee in accordance with the following provisions:

- (a) For termination of any Service within the Initial Term for which Service was ordered, Customer agrees to pay (i) 100% of the monthly recurring charges (the "MRC"s) for the terminated Service(s) for the remainder of the Term, (ii) 100% of the MRCs for any terminated local access circuits payable for the remainder of the term, and (iii) a pro rata portion of any installation and other nonrecurring charges previously waived by OSN (if any).
(b) Any notice of termination of Service Agreement, or a Service, or any request of disconnection of a Service, (i) will be effective only if addressed and sent to OSN at the address specified on the Customer's invoice(s) for Services under the signed Service Agreement and (ii) will be deemed to take effect forty-five (45) days after its receipt by OSN at that address.
(c) Customer agrees that the termination fees provided under this Section 29 are based on an agreed and contracted monetary value and are not a penalty.

31. Signature Authority

This Agreement is executed on behalf of the Customer by a duly authorized officer or other agent pursuant to delegated authority from the Customer.

By Customer:

Customer Signature _____

Printed Name/Title _____

Company Name _____

Date _____

Customer Initials