TERMS AND CONDITIONS

Terms & Conditions
April 7 2015

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These Terms and Conditions shall govern and are incorporated into all Service Agreements, Addendum(s) to Service Agreements and any other contracts or agreements entered into between Ironton Telephone Company ("ITC"), and the Customer (the "Parties").

1. DEFINITIONS

Some definitions are provided here. Others are provided in the parts of these Terms and Conditions where they are first used.

1.1 "Complete Agreement" is the overall agreement of the Parties regarding the provision of Services. The Complete Agreement is, formed by these Terms and Conditions and any other applicable documents, including any Service Agreement, as described more fully in Paragraph 2 below.

1.2 "Service(s)" or "service(s)" means provisioning of voice services, Internet access (including Shared Bandwidth and Dedicated lines), domestic, international and toll free termination and origination, conferencing, hosting, server collocation, hardware sales and all related customer support services.

1.3 "Service Agreement" means a shorter document that may or may not be physically or electronically signed by the Customer that describes particular Service(s) being provided. Where a Service Agreement exists, it is part of the Complete Agreement that also includes these Terms and Conditions ("Terms") and any other applicable documents described in Paragraph 2 below.

1.4 "SIP" or "sip" means Session Initiation Protocol, a format for the transmission of data including voice embedded in data. "SIP-aware device" or "sip-aware device" means a communications device capable of communicating utilizing SIP.

1.5 "Software" means any computer program or code, software application, and/or any other software provided by ITC to Customer pursuant to this Agreement.

2. PRIORITY OF RIGHTS AND OBLIGATIONS / MULTIPLE DOCUMENTS GOVERNING RELATIONSHIP

2.1 These Terms incorporate by reference the following documents, listed from highest to lowest priority, by which you agree to be bound, and which together make up your Complete Agreement with us.

2.1.1 Written Contract. Any written contract document (such as a Services Agreement) that is (i) signed by both you and ITC or (ii) signed by you without changes after being presented to you by ITC, and that is in force and applicable to the Services provided to you during the relevant time frame ("Written Contracts"). Note that some Written Contracts may provide for amendment by means (including website posting) other than by a contract amendment signed by you.

2.1.2 Filed Tariffs. Any applicable tariffs filed with the Federal Communications Commission ("FCC") or the relevant state public service commission ("Filed Tariffs"). However, in any situation in which applicable law compels that Filed Tariffs be given priority over Written Contracts, Filed Tariffs shall have that higher priority. Note that Filed Tariffs may be amended by us without notice to you, although they are publically available for inspection at the office of the applicable regulator, and are usually available online.

2.1.3 Website Terms. Any tariffs, price lists, service descriptions, and/or terms and conditions posted on the Ironton Telephone Company website (collectively "Website Terms".) ITC's website is www.ironton.com. Note that Website Terms, including pricing, may be amended without notice to you, although they are available for inspection at ITC's website. If posted on the website, these Terms and Conditions you are now reading are Website Terms.

2.1.4 Internet Click-Through Agreement. Any relevant Internet click-through agreement.

2.1.5 Non-Website Terms. Any terms and conditions statements, service orders or product/service descriptions or other documentation supplied to you that are not in the form of a written contract and are not posted on the ITC website ("Non-Website Terms").

2.1.6 Pricing on Invoices. If no document listed above supplies applicable pricing, the pricing stated on invoices you have paid without objection shall be deemed correct.

2.2 Conflicts between Documents. In the event of a conflict between a document of higher priority and a document of lower priority, the document with higher priority shall control as the issue on which a conflict exists. Documents with lower priority will supply supplementary terms on issues in which there is not a conflict. In the event of a conflict between two applicable documents of equal priority, the document most specific to the Service or product in question shall control as to the issue on which there is a conflict, and the less specific document will supply supplementary terms on issues on which there is no conflict.

2.3 Multiple Documents Supplying Complementary Terms. Multiple documents may govern a service relationship. For example, one document may supply pricing and service-specific terms and another document may supply general terms and conditions. Documents that relate only to Services you are not purchasing shall not apply to you.

2.4 Expiration of Written Contract. If a Written Contract expires, but service continues on an informal basis, the Written Contract shall no longer automatically have priority over Filed Tariffs and Website Terms, but if the parties continue to do business in conformity with the terms of the expired Written Contract without objection, the terms of the Written Contract shall continue to have such priority until such time as a party actually asserts in writing pricing or other terms that conflict with Filed Tariffs or Website Terms. As an example, ITC may assert conflicting terms by invoicing Customer (by electronic or paper invoice) at pricing different from that in the expired Written Contract.

2.5 Priority of These Terms / Posting of These Terms on ITC's Website. In resolving any conflicts among documents making up the Complete Agreement, these Terms you are now reading are Website Terms if posted on ITC's website and

Non-Website Terms if not posted on ITC's website, but supplied to you by some other means. Terms that are posted on an ITC Website and also supplied to you by other means are Website Terms, and, like any other Website Terms, may later be amended by ITC by posting on an ITC website (See "Changes to These Terms and Conditions" below), without need to give you additional notice or supply the amendment to you by other means.

3. SERVICES AND EQUIPMENT

3.1 Provision of Services and Equipment by ITC. ITC shall provide the Services to Customer as set forth in these Terms and Conditions, along with any other documents comprising the Complete Agreement with Customer. ITC's obligations are expressly conditioned upon Customer's providing (or, if necessary, obtaining from its landlord) permission granting ITC and/or its designated agents, contractors or representatives access to the building phone room and roof areas as necessary in ITC's judgment to deliver the Services and to install and maintain equipment.

3.2 Required Equipment. Customer understands and agrees that the Service requires certain equipment provided by Customer such as a sip aware access device, personal computer, an Ethernet card and an appropriate operating system (the "Customer equipment"), as well as certain equipment provided by ITC such as the Software, an edge access device, an IP phone or SIP gateway (the "ITC equipment"). Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Service.

3.3 Access to Customer's Premises. Customer authorizes ITC and its employees, agents, contractors and representatives to enter Customer's premises (the "Premises") to install, maintain, inspect, alter, repair and remove the ITC equipment. All such services shall be conducted at a time agreed to with Customer. If Customer is not the owner of the Premises, upon ITC's request Customer shall supply ITC with the owner's name and address, evidence that the Customer is authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises. Customer also grants its consent to ITC to contact such owner for the purpose of entering into one or more Right of Access and/or Site Lease(s). If Customer does not provide access as provided herein, ITC shall, at its option, a) declare the full amount for the entire term due and payable immediately, or b) elect to terminate this agreement.

3.4 Ownership of Equipment. All ITC Equipment and Software shall at all times remain the property of ITC or its designee. Customer may not sell, transfer, lease, encumber or assign all or part of the ITC Equipment or Software, nor shall Customer relocate the ITC Equipment outside the Premises. Customer shall pay to ITC the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned ITC Equipment or part thereof, together with any incidental costs incurred by ITC relating to the replacement of the ITC Equipment. Customer hereby authorizes ITC to charge Customer's Visa, MasterCard, or other credit card for any such charges. ITC may, at its option, install new or reconditioned ITC Equipment.

3.5 Back-up Requirements; Limitation of Liability for Loss of Data. The installation, use, inspection, alteration, maintenance, repair or removal of the ITC Equipment and software may result in service outage or potential damage to Customer Equipment. Customer agrees to take all reasonable steps to back-up all existing computer files by copying them to another storage medium prior to such activities. In any event, Customer understands and accepts that ITC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF THE CUSTOMER'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA, and WHETHER OR NOT ITC OR ITS AGENTS ARE AT FAULT.

3.6 Non-Recommended Configuration; ITC may inform Customer of the recommended minimum computer hardware and software requirements, if any, (the "Minimum Requirements") for efficiently operating the Service(s). If Customer allows the installation of the Service utilizing software or hardware that does not meet the Minimum Requirements (a "Non-recommended Configuration"), the availability of services may be impacted, and Customer agrees that it shall not be entitled to Customer support relating to any issues other than the quality of the signal delivered to Customer's IP phone or SIP gateway.

4. INSTALLATION AND SOFTWARE LICENSES

4.1 Installation Process; ITC and or its agents may, from time to time, supply ITC hardware/software to be installed within the customer premise as requested to deliver the service. Costs associated for the installation of services by ITC and or its agents shall be as ITC forth in the Complete Agreement, including any additional agreements or addendums agreed to by the parties. Customer may choose to self-install the software, hardware and services at customer's own risk and expense. ITC Technical and Trouble Support for customer self-installed Equipment, Software, or Services will be charged at the current prevailing wage for those services.

4.2 File Modification. As part of the installation process, system files on Customer's computer may be modified. ITC does not represent, warrant or covenant that such modifications will not disrupt the normal operations of Customer's computer. For these and other reasons, ITC recommends, and Customer agrees, that Customer will back-up all files in accordance with Section 3.5 above prior to installation of the Service. If Customer does not back-up all existing computer files prior to installation, Customer's chances of losing data are increased. ITC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM THE ABOVE OR OTHER FILE MODIFICATIONS.

4.3 Software.

4.3.1 Non-exclusive License. If Software is provided by ITC, ITC grants to Customer a limited, non-exclusive license to use the Software, in object code form only, solely for the purpose of connecting Customer's computer(s) or sip aware device to the Service. This license will permit such use by Customer and any person authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license will commence upon ITC's acceptance of Customer's subscription for the Service and will terminate immediately upon the expiration or termination of this Agreement for any reason. Customer will destroy all Software and any related written material, together with any copies, promptly upon the expiration or termination of this Agreement for any reason.

4.3.2 Copies. Customer may make a single copy of the Software solely for back-up purposes, provided that such copy contains the same copyright notices and proprietary markings as the original Software. Customer cannot engage in, nor permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited.

4.3.3 End User Licenses. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or is otherwise terminated.

5. PAYMENT

5.1 Fixed Monthly Service Fees. The cost for Services requiring a fixed monthly fee shall be as stated in the Service Agreement and shall be payable monthly, in advance, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the "Fixed Service Fee(s)"). The Fixed Service Fee for the first month of Service shall be due and payable prior to installation of Service and if commencement of Service occurs on other than the first calendar day of the month then the Fixed Service Fee will be prorated by the number of calendar days remaining in the month. Thereafter, the Fixed Service Fee is due and payable in advance on the first day of each month and shall be considered late if not received by ITC by the tenth calendar day of each month. Upon the expiration of the Initial Term or Agreed Renewal Term, Fixed Service Fees are subject to change by ITC in the same manner as Variable Monthly Usage Fees as discussed below.

5.2 Variable Monthly Usage Fees. The cost for Services based on the usage by Customer and other variable factors shall be computed at the rates stated in the Service Agreement and shall be payable monthly, using a cut-off date selected by ITC, in arrears, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the "Usage Fee(s)"). The Services Agreement or other Written Contract Document shall be referenced to determine which rates are subject to change during the Initial Term or an Agreed Renewal Term (see Paragraph 8). If the Services Agreement or other Written Contract does not specify whether a rate is subject to change during the Initial Term or Agreed Renewal Term, rates for domestic voice services ("Domestic Rates") ITC forth in the Service Agreement shall be valid for the Initial Term or Agreed Renewal Term, but rates for international services ("International Rates") are subject to change at any time by ITC without prior notice, and ITC may, at its discretion, choose to adjust the rates for voice services to include the cost, if any, of tariffs, taxes or assessments as imposed upon ITC by any governmental agency ("Government Fees"). A statement in the Service Agreement or other Written Contract that "all rates" are valid for the duration of the contract (or equivalent language) shall be construed to refer only to Domestic Rates other than Government Fees, unless there is also express language stating that International Rates or Government Fees shall not change. When (a) the Initial Term or Agreed Renewal Term expires, (b) a particular rate is subject to change during the Initial Term or Agreed Renewal Term, or (c) the Services Agreement or other Written Contract does not specify a particular rate, ITC may change rates by posting to the ITC website (without further notice to Customer) or by notifying Customer through some other means, in accordance with Paragraph 16. When the Initial Term or Agreed Renewal Term expires, any rate changes that did not take effect during the Initial Term or Agreed Renewal Term shall become effective. All Usage Fees are due and payable on the first day of the month billed and shall be considered late if not received by ITC by the tenth calendar day of such month. Subject to the foregoing, rate changes become effective immediately and are posted on the ITC website located at www.ironton.com.

5.3 Installation Charge and Security Deposit. Charges for any hardware, software, installation, etc., shall be as stated in the Service Agreement as a Non-Recurring Charges "NRC" and shall be due and payable upon ordering the service. An equipment deposit for ITC Equipment to be used as rental equipment within the Customer Premises shall be as stated in the Service Agreement and shall be due prior to installation and shall be refunded to Customer upon termination of service, provided said ITC Equipment is returned in good working condition and in its original packaging.

5.4 Agreement to Pay. Monthly payments and any other amounts due to ITC may be charged to Customer's Visa, MasterCard, American Express or other credit card, and/or electronically debited to Customer's bank account, at Customer's option. ITC may at its discretion issue a monthly invoice to the Customer. Customer agrees to pay all monthly Service Fees, Usage Fees, Installation Charges, NRCs and Equipment Deposits. Customer hereby authorizes ITC to charge Customer's Visa, MasterCard or other credit card and/or to electronically debit Customer's bank account for all such fees, charges, taxes and payment transaction processing costs. ITC reserves the right to change the acceptable forms of payment at its discretion.

5.5 Late Payments/Failure to Pay. If any payment due to ITC is not received by the invoice due date, ITC may assess an administrative charge and/or discontinue the Service(s) in compliance with applicable law.

5.6 Price Changes. ITC has the right to change its Service Fee at any time and upon 30 days advance notice unless otherwise stated in the Service Agreement.

5.7 Additional Charges. The Service may allow Customer to access the Internet, on-line services and other information.

Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by ITC. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer.

5.8 Credit Inquiries. Customer authorizes ITC to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes. ITC reserves the right, in its sole discretion, to refuse to provide Service(s) based upon lack of creditworthiness, or in the alternative to require a security deposit that will be returned to Customer, without interest thereon, upon the expiration or termination of Services assuming all amounts due ITC have been paid in full. ITC shall have the right to draw against the security deposit, in part or in full, any amounts due ITC that are not paid when due.

6. CUSTOMER CONDUCT AND FAIR USAGE OF FLAT RATE SERVICES

6.1 Prohibited Uses. Customer shall not use the Service(s) or the ITC Equipment, directly or indirectly:

6.1.1 for any unlawful purposes; use of the Service for transmission or storage of any information, data or material in violation of any United States federal, state or local regulation or law is prohibited, such limitation shall include, without limitation, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or infringes upon the intellectual property rights of any third party;

6.1.2 to post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law or regulation;

6.1.3 to access any other person's computer, software or data without the knowledge and consent of such person;

6.1.4 to upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright or other proprietary rights without obtaining permission from the owner(s);

6.1.5 to copy, distribute, or sublicense any software provided by ITC, except that Customer may make one copy of each software program for back-up purposes only;

6.1.6 to service, alter, modify or tamper with the ITC Equipment or Service or permit any other person to do the same unless such person is authorized by ITC to do so;

6.1.7 to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

6.1.8 to knowingly disrupt the Service;

6.1.9 to resell the Service or otherwise charge others to use the Service; the Service is for personal use only and Customer agrees not to use the Service for operation as an Internet service provider or for any other business enterprise in competition with the Service;

6.1.10 to connect the SIP gateway to any computer outside of Customer's Premises; or

6.1.11 to allow or provide access to adult content material to anyone under the age of 18 years;

6.2 Fair Usage Policy. Where the Services Agreement or other Written Contract ITC's a flat rate for usage, unreasonable usage is prohibited and the unreasonable portion of usage is subject to additional charges at ITC's regular usage rates. As a specific example, where calls to land lines and mobile devices within the United States are included at a flat rate in your subscription, they are subject to a fair usage limit of 2,000 minutes per subscriber line (sip trunk) per month. Upon exceeding the fair usage limit, ITC reserves the right to charge a rate of $0.025 per minute for any overages. International calls (calls outside the U.S. and Canada) are included in flat rates only if the Services Agreement or other Written Contract expressly refers to International calls and expressly establishes a flat rate. Where International calls are included in flat rates, unreasonable usage might occur at lower usage levels, because of the higher and more variable cost to ITC of carrying international calls. Current international rates are listed at www.ironton.com.

6.3 Call Flooding. To protect the integrity if its network, ITC may, in its reasonable discretion and without liability for damages of any type to Customer, its affiliates or End Users, temporarily block duplicate or repeated numbers dialed in succession, where ITC considers the number of attempts to be potentially harmful to the network.

6.4 Termination and Indemnification for Customer Conduct. ITC reserves the right to immediately suspend the Service if Customer engages in any of the activities listed in Section 6.1 above or if Customer uses the Service or ITC Equipment contrary to any other ITC policy. Copies of such policies may be posted online at www.ironton.com. Termination of the Complete Agreement in full or as to specific Service(s) may thereafter follow, in accordance with Paragraph 8 below.

This Section 6.4 shall in no way limit ITC's rights of termination pursuant to Paragraph 8 of these Terms and Conditions. Customer agrees to indemnify, defend and hold harmless ITC against all claims and expenses (including reasonable attorneys' fees) resulting from Customer's use of the Services, including, without limitation, the activities listed in Section

6.1 above, or from any other violation of ITC policies by Customer. This provision shall survive the expiration or other termination of this Agreement.

7. SERVICE INTERRUPTIONS

7.1 Prorated Credit. Except as otherwise required by law, Customer is entitled to a prorated credit upon request only in the event of a complete failure of the Service due to technical malfunction of the system or network operated by ITC for a period of fifteen minutes or more. To obtain a credit, Customer must request a credit in writing to ITC within thirty (30) days of the failure. Credits shall be applied against future fees payable by Customer for the Service. A schedule for service interruption and applicable credits is defined in the tariff(s) on file with the appropriate state service commission and may be viewed on the ITC website at www.ironton.com.

7.2 Force Majeure. ITC SHALL NOT BE IN BREACH OF CONTRACT, AND SHALL HAVE NO LIABILITY WHATSOEVER FOR INTERRUPTION OF THE SERVICE(S) DUE TO CIRCUMSTANCES BEYOND ITC'S CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF WAR, FLOOD, NATURAL DISASTER, REGULATION OR GOVERNMENTAL ACTS, FIRE, CIVIL DISTURBANCES, STRIKE OR WEATHER.

8. CONTRACT DURATION AND TERMINATION

8.1 The pricing in our agreements reflects customer's willingness to enter into a long term service arrangement, and the parties agree that company will suffer economic loss that would be difficult to quantify precisely if customer terminates the contract early. Accordingly, to provide certainty, an early termination fee equivalent to the sum of the monthly charges that would be billed for the remainder of the agreed term of this agreement (but not to exceed six months' charges) will be assessed on the customer in case of early termination of this agreement by either the customer or (in the event of default by customer) the company. The termination fee will be billed as a lump sum upon early termination of the agreement and is in addition to charges for service provided through the date of early termination.

8.2 Other Termination Provisions. Subject to applicable regulations regarding discontinuance or suspension of service, ITC may suspend the affected service immediately upon breach by Customer of any portions of the Complete Agreement, in order to protect ITC or third parties from injury including financial loss. Also subject to applicable regulations, ITC may terminate the Complete Agreement or the affected service if Customer does not cure the violation within 10 calendar days of receiving notice of the violation from ITC. Unless applicable law requires otherwise, a statement on an invoice that the account is past due shall constitute notice of default, and notice may also be given by other appropriate means. ITC need not give notice of default in the case of prepaid cards or other Service for which ITC may lacks Customer's address.

Except during an Initial Term or Agreed Renewal Term, a party may also terminate the Complete Agreement for any or no reason by providing the other party with written notice of such termination no later than thirty (30) days before the date of termination.

In all cases, Service Fees and other charges will continue to accrue through the date of termination. Prepaid Service Fees and charges for cancelled Service will be refunded (unless needed to pay a Termination Fees as discussed in Section 8.1 above), but no refund shall be due if termination is due to violation of the provisions of Section 6.1.

8.3 Customer Obligations. Customer agrees that upon termination of this Agreement:

8.3.1 Customer will pay ITC in full for Customer's use of the Service and ITC Equipment up to the later of (i) the effective date of termination of this Agreement or (ii) the date on which the Service and the ITC Equipment have been disconnected and returned to ITC. Customer agrees to pay ITC on a prorated basis for any use by Customer of the Service or ITC Equipment for partial months.

8.3.2 Customer will permit ITC, its employees, agents, contractors and representatives to access Customer's Premises during regular business hours to remove the ITC Equipment and other materials furnished by ITC.

8.3.3 Customer will ensure the return of all ITC Equipment to ITC. Customer will return or destroy all copies of any software provided to Customer pursuant to this Agreement. If the ITC Equipment is not returned, Customer agrees to pay the charges referred to in Section 3.4 above and ITC shall have the right to charge such amounts to Customer's Visa, MasterCard or other credit card, or to electronically debit Customer's bank account.

8.3.4 Customer, upon request by ITC made not more frequently than monthly, shall provide information regarding the number of desktop and/or portable computers connected to the ITC Service during any month.

8.4 Retention of Rights. Nothing contained in this Agreement shall be construed to limit ITC's rights and remedies available at law or in equity. Customer, upon request by ITC, shall provide information in a timely fashion regarding the brand/model of phone system(s), the number of desktop, portable or mobile devices and/or applications (apps) connected to the ITC Service. ITC reserves the right to delete all data, files, electronic messages or other information for any reason arising out of or related in any way to the use of the Service and/or ITC Equipment by Customer or otherwise arising out of the use of Customer's computer.

8.5 Survival of Part 8. The terms ITC forth in this Part 8 shall survive the termination of this Agreement.

9. CONTENT

There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals or which may not be in compliance with all local, state, or federal laws, regulations, and other rules. ITC assumes no responsibility for the content contained on the Internet or otherwise available through the Service. All content accessed by the Customer through the Service is accessed and used by the Customer at Customer's own risk and ITC AND EACH OF ITS REPRESENTATIVES, AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AND AGENTS, SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT BY THE CUSTOMER OR THE CUSTOMER'S EMPLOYEES, AFFILIATES, AGENTS, OR REPRESENTATIVES. ITC SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, QUALITY, AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THE SERVICE.

10. USERS

Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Service and/ or ITC Equipment through Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement whether such breach is the result of use of the Service and/or the ITC Equipment by Customer or any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer agrees to indemnify, defend and hold harmless ITC against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service and/or ITC Equipment by any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment.

11. GENERAL LIMITATIONS ON LIABILITY

11.1 UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE PROHIBITED BY LAW, NEITHER ITC, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, NOR ANY OWNER OR MANAGER OF THE BUILDING OR LAND IN WHICH CUSTOMER'S PREMISES IS LOCATED SHALL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR:

11.1.1 ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES, RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICE BY CUSTOMER OR ANY OTHER USE OF THE ITC EQUIPMENT OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF CUSTOMER'S RELIANCE ON OR USE OF THE SERVICE OR ITC EQUIPMENT OR SOFTWARE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE SERVICE OR ITC EQUIPMENT OR SOFTWARE; OR

11.1.2 ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE ITC EQUIPMENT, SOFTWARE, OR SERVICE(S) OR ANY THIRD PARTY'S ACTIONS INFRINGE UPON THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

11.2 Application of Liability Limitations. The liability limitations ITC forth in this Part 11 apply to the acts, omissions and negligence of ITC (and its officers, directors, employees, agents, contractors and representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine. However, the liability limitations ITC forth in this Section 11 shall apply to liability for personal injury or death only to the extent applicable law does not prohibit such limitation.

11.3 No Third Parties. Unless a document within the Complete Agreement states otherwise, there are no third party beneficiaries. Furthermore, no third party owner or manager of Customer's building or land is a party to this Agreement. Thus, no such owner or manager shall be responsible for or liable to Customer for the quality of the Service(s) or ITC Equipment, nor shall ITC be liable to such person in relation to the Service(s) or ITC Equipment.

11.4 Sole Remedies. Except where otherwise required by law, Customer's sole and exclusive remedies under this Agreement are as set forth in this Agreement, and Customer hereby agrees that its remedies for breach of this Agreement are limited as set forth herein.

12. 911 EMERGENCY CALLING

The Federal Communications Commission ("FCC") requires that ITC provide basic and, in some situations, enhanced 911 emergency calling service (collectively, "911 Service") to customers who use certain types of ITC services within the United States. A customer may ask if basic or enhanced 911 Service is provided for a particular service. Enhanced 911 Service differs from basic 911 Service primarily in that Enhanced 911 Service attempts to provide emergency personnel with information regarding the location of the person placing the emergency call.

12.1 Disclaimer:

CUSTOMER ACKNOWLEDGES THAT ITC'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL LANDLINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 12 AND CUSTOMER HEREBY AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT ITC HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH 911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. ITC ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

12.2 CUSTOMER ACKNOWLEDGES THAT 911 SERVICE WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER AT THE CUSTOMER PREMISES, AND THAT PROVIDING SUCH POWER IS THE CUSTOMER'S RESPONSIBILITY. Further, electrical failures within the network of ITC or other network providers may also impact the availability of 911 Service.

12.3 Customer acknowledges that 911 Service may not function properly if there is an interruption or a lack of bandwidth of customer's broadband or high-speed internet access service.

12.4 customer acknowledges that the 911 Service is not set up to function without dialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. 911 Service may not work if used with such equipment and such equipment may be damaged.

12.5 911 Service is not offered on international numbers, toll free numbers or similar service accessories or add-on plans, and certain other services. While provided where required by law, 911 Service is only available in selected areas. Customers who subscribe to 911 Service will be required to register the physical location of their equipment (ATA or IP phone) with ITC, either on the ITC user portal, initial order forms, or by calling customer service, and such Customers agree to update the location whenever the physical location of Service changes. Customer acknowledges that, in many cases, ITC's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by ITC will be based upon the physical location provided to ITC by Customer.

12.6 Customer acknowledges that ITC 911 Service has certain characteristics that distinguish it from traditional 911 Service. These characteristics may make ITC's 911 Service unsuitable for some customers because each customer's circumstances may vary widely. Customers should carefully evaluate their own circumstances when deciding whether to rely solely upon ITC's 911 Service. Customer acknowledges that it is Customer's responsibility to determine the technology or combination of technologies best suited to meet customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls). The following characteristics distinguish ITC's 911 Service from traditional 911 Service:

12.6.1 ITC 911 Service will not function if Customer's ATA or IP phone fails or is not configured correctly or if Customer's ITC service is not functioning for any reason, including but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of Service because of billing or other issues. If there is a power outage, customer may be required to reset or reconfigure the equipment before being able to use the ITC service, including for 911 purposes.

12.6.2 After initial activation of the 911 Service, and following any change of and update to Customer's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into ITC's nomadic 911 Service databases prior to Service activation, but no guarantee can be made that the automatic number and location information will be activated prior to Service activation.

12.6.3 The local emergency service operator receiving ITC 911 emergency service calls may not have a system configured for enhanced 911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the 911 call. Due to technical factors in network design, and in the event of network congestion on the ITC network, there is a possibility that an ITC 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.

12.6.4 If a customer does not correctly identify the actual location where the ITC equipment will be located at the time of activation of the service, 911 communications may not be directed to the correct local emergency operator.

12.7 Limitation on Liability; Indemnification and Hold Harmless Provision Pertaining to 911 Services. Customer acknowledges and understands all the foregoing provisions of Part 12 herein and that ITC WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING ITC OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS ITC FORTH IN THESE TERMS AND CONDITIONS. Customer agrees to defend, indemnify, and hold harmless ITC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to customer in connection with the services ("ITC related parties"), from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, customer or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing. ITC and ITC related parties shall also have the benefit of statutory limitations on liability relating to 911 Service.

12.8 Our Geo 911 calls and services depend and rely on the outgoing caller ID (CLI) for identification and lookup purposes. We maintain the relationship between DID's that will be used for 911 calls and the address (es) associated with them for our customers. When a customer makes a 911 call and sends out their appropriate outbound DID, the 911 system looks up the address we have associated with that DID and routes the call to the correct 911 Public Safety Answering Point (PSAP) for that customer. If a customer makes a 911 call that does not have a correct outbound DID, the system lookup for address fails and that call has to be routed to the ECC (Emergency Call Center). There, a live operator can obtain address info from the caller and help with the 911 call. This is a safeguard, but does incur a charge each time used. Because of the high cost for each use of this service, we ask that customers maintain their CLI for 911 calls and also apprise us of any changes to DID/address in relation to this as well.

- ITC strongly suggests that you not change the outbound caller ID associated with your 911 address.
- Customer is solely responsible for sending the correct Called ID and also informing ITC of any Caller ID AND/OR address changes.
- Should you fail to report either one (Caller ID change or address change) to us, then ITC will be held harmless from all liabilities as a result.
- An additional $100.00 charge would be billed to your account for each 911 dialed until this is corrected.
- 911 address locations are assigned and provisioned by the provider the number is assigned to.
- Calls Sending CLID belonging to other providers should be sent to that provider to ensure the proper routing to the appropriate PSAP as assigned to that provider.

13. GENERAL INDEMNIFICATION PROVISION

Customer shall defend (with counsel reasonably acceptable to ITC), indemnify and hold harmless ITC and ITC's officers, directors, employees, agents, contractors and representatives from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of ITC's provision, installation, usage, or removal of Service to Customer, or destruction of ITC Equipment, Software, or Services in connection with Service to Customer. This indemnification obligation shall apply where Customer is or is alleged to be (by the third party claimant or ITC) at fault or partially at fault.

14. PRIVACY POLICY

Customer agrees that ITC and/or its agents may, from time to time, collect information regarding Customer's use of the Service and activities on the Internet. Customer agrees that such information may be shared with third parties provided that (i) ITC does not disclose any personally identifiable information to others, except as allowed by law and (ii) ITC otherwise complies with applicable privacy laws. Customer expressly grants ITC the right to disclose information relating to Customer and/or Customer's account in response to a subpoena issued in a civil or criminal investigation, litigation, court order or a civil investigation by a governmental entity.

15. FRAUDULENT CALLS

In the event Customer connects the Services to the public switched network, Customer is solely responsible for selection, implementation and maintenance of security features for protection against unauthorized calling, and ITC shall have no liability therefor. Customer is solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the Services being provided hereunder, even where the known or unknown persons actually using the service or making calls through the service are not authorized to do by Customer. Customer shall indemnify and hold ITC harmless from all costs, expenses, claims or actions arising from fraudulent calls of any nature carried by means of the Services. Customer shall not be excused from paying ITC for Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services.

In the event ITC discovers fraudulent calls being made, nothing contained herein shall prohibit ITC from taking immediate action, without notice to Customer, which is reasonably necessary to prevent such calls from taking place. Notwithstanding, it is understood that ITC is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent calls processed by ITC and billed to Customer's account.

16. MISCELLANEOUS PROVISIONS AND NOTICES AND AMENDMENTS OF THESE TERMS AND CONDITIONS

16.1 Controlling Law; Venue. The validity, performance, and interpretation of this Agreement will be governed and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. Although the parties have agreed in Paragraph 18 below to binding arbitration, where court proceeding are necessary and are consistent with the arbitration provisions (for example, in actions to enforce arbitration awards, or where there is an exception to the duty to arbitrate disputes) the parties will voluntarily appear before and hereby consent and submit to the exclusive jurisdiction of the state and federal courts located in Allentown, PA. If any dispute, litigation, or other action arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

16.2 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery when delivered personally, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by facsimile transmission when confirmed by facsimile transmission, or (iv) by certified or registered mail, return receipt requested, ten (10) calendar days after deposit in the mail. Such notices shall be sent to the addresses ITC in the Service Agreement or such other address as a party hereto shall notify the other party of in writing.

Unless customer is directed to send notices to ITC to a different address, notices hereunder to ITC shall be sent to the following address (the "Notice Address"):

Telephone: **610-841-4100**
Facsimile: **610-794-1001**
Email: **regulatory@ironton.com - Attention: Director – Regulatory Affairs.**
USPS: **4242 Mauch Chunk Road**
Coplay, PA 18037
Attn: Director – Regulatory Affairs

16.3 Amendments. ITC may amend these Terms and Conditions (including rates) prospectively by (a) updating them on its website, or (b) notifying customer of the changes by some other means. During an Initial Term or Agreed Renewal Term, amendments are limited to the subject matters discussed in Paragraph 5 regarding rates. After the expiration of an Initial Term or Agreed Renewal Term, ITC may change these Terms and Conditions by posting to the ITC website (without further notice to Customer) or by notifying Customer through some other means, in accordance with Paragraph.

16.3.1 When the Initial Term or Agreed Renewal Term expires, any changes that did not take effect during the Initial Term or Agreed Renewal Term shall become effective. Where amendment by website posting or other notice is permitted, the amendment shall take effect as the date it is posted to the website or otherwise distributed to Customer, unless Customer notifies ITC of his, her or its rejection of the amendment within 30 days after the posting or other notice occurs. If Customer notifies ITC of his rejection of the amendment, ITC may elect between continuing to provide service to the affected Customer without the amendment or terminating the service on 30 days' notice. No amendment shall be binding on ITC unless either (a) posted or otherwise distributed in writing by ITC, or (b) signed by an authorized representative of ITC.

16.4 Headings. The headings in these Terms and Conditions are inserted for convenience only and are not intended to constitute a part of the Terms and Conditions, or modify or limit any of the provisions herein.

16.5 Waiver; Amendment; Modification. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by the party against whom such waiver or consent is asserted. The waiver by either party of, or consent of either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party.

16.6 Severability. To the extent any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable, such provision or portion shall be severed or deleted from this Agreement or limited so as to give effect to the intention of the parties insofar as possible. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or this Agreement as a whole.

16.7 Assignment. ITC may assign its rights and obligations under this Agreement to any party without the consent of Customer. Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of ITC.

16.8 Entire Agreement. No representation, warranty, term or condition, other than as expressly ITC forth in a document within the Complete Agreement defined in Paragraph 2 above, shall be binding.

17. DISPUTE RESOLUTION

By utilizing ITC's Services, you agree to the following dispute resolution procedures:

17.1 WAIVER OF JURY TRIAL AND CLASS PARTICIPATION. YOU AND ITC AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN A COURT OF GENERAL JURISDICTION AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CONSOLIDATED ACTION REGARDING A DISPUTE AS DEFINED BELOW. SPECIFICALLY, YOU AND ITC AGREE TO WAIVE ANY RIGHT TO PURSUE A DISPUTE BY JOINING YOUR DISPUTED CLAIM(S) WITH THE DISPUTED CLAIM(S) OF ANY OTHER PERSON OR ENTITY OR TO ASSERT A DISPUTED CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17.2 Notification of Disputes. If you have a dispute with ITC, you must notify ITC's Customer Care department at the number listed on your invoice. If the Customer Care department is unable to resolve your dispute, you must submit your dispute to us in writing at the address listed in Section 16.2 for notices generally, Attn: Executive Customer Relations, within 60 days of the date on the affected bill, regardless of whether you are disputing a bill or raise some other dispute with us. You must describe your dispute and provide enough detail to allow us to understand it. You must provide any supporting documentation with your written dispute. If we have a dispute with you, we will send you written notice at your billing address to attempt to resolve the dispute.

17.3 Scope of Disputes. You and ITC agree that a dispute as that term is used herein is any claim or controversy related in any way to ITC's Services, charges for Services, Equipment, Service Order(s), these Terms and Conditions, any other agreements, or your relationship with ITC, whether or not the dispute arises in tort, under contract, by statute or under any other legal theory and whether or not the dispute arises under this or any other agreement with us, or arises after your Services with ITC are terminated.

17.4 Forum Selection for Resolution of Customer Initiated Disputes. If you and ITC are unable to resolve the dispute after 60 days from the date of receipt of the written dispute, you may file a proceeding to seek relief. However, you shall be limited to either (1) filing a claim for relief in small claims court, if appropriate under the applicable court's rules and governing law, in the city or county of the billing address reflected on your bill; or (2) filing a claim in arbitration, as ITC forth in Part 18 herein. THIS SECTION DOES NOT PROHIBIT YOU FROM SUBMITTING ANY ISSUE YOU HAVE WITH ITC TO ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR PUBLIC SERVICE COMMISSION WHICH MAY BE ABLE TO SEEK RELIEF FROM ITC ON YOUR BEHALF. HOWEVER, SOME OF THE SERVICES THAT ITC PROVIDES ARE NOT REGULATED, AND THEREFORE THE AGENCY MAY LACK THE ABILITY TO GRANT YOU RELIEF.

17.5 Time Limitation for Disputes. All disputes, whether or not subject to mandatory arbitration, must be submitted within the time limits specified in Paragraph 18.

17.6 Suspension or Termination of Service; Actions by ITC to Recover Costs. Nothing in these Terms and Conditions is intended to prevent ITC from suspending or terminating service or filing a case in court to collect charges, even where you have timely disputed charges and ITC has denied your dispute.

18. ARBITRATION

18.1 Arbitration Required for Certain Claims. You and ITC specifically agree to finally resolve all claims by arbitration before an American Arbitration Association ("AAA") arbitrator, whose decision will be final and binding on both you and ITC, subject to applicable law. However, this agreement to arbitrate shall not apply to (a) actions filed by us in any court against you to collect charges due or recover possession of our property from you, (b) actions filed by you against us in small claims court, or (c) actions filed by either you or us before a state public utility commission, the Federal Communications Commission, or any other federal, state or local agency, or (d) any motion for emergency or preliminary injunctive relief, provided the remainder of the proceeding is subject to arbitration if not otherwise exempt from the arbitration requirement.

18.2 Applicable Law. The interpretation and enforceability of the arbitration provisions hereunder, including whether a given dispute is subject to arbitration, is subject to the Federal Arbitration Act ("FAA").

18.3 Applicable Rules. ITC and you agree that the arbitration will be conducted by the AAA. The rules governing the arbitration proceeding will be the current Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("AAA Rules") from the AAA. The AAA rules are available at www.adr.org or can be obtained by calling 1.800.778.7879.

18.4 Method of Arbitration. If you initiate arbitration of a claim for $10,000 or less, you may choose whether the arbitration will be conducted solely on the written documents submitted, by telephone or in person in the city or county of the billing address reflected on your bill. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA rules and the appointed arbitrator(s).

18.5 Injunctive relief. Any declaratory or injunctive relief awarded in arbitration shall be narrowly tailored and shall be limited to that necessary to provide the relief warranted by the individual claims in the arbitration.

18.6 No Consolidation of Claims with Other Customers. The arbitrator may not consolidate your claims with those of any other ITC customer, nor shall the arbitrator preside over any form of representative or class proceeding.

18.7 Confidentiality. All arbitrations hereunder shall remain confidential. During the arbitration, the amount of any settlement offer made by ITC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ITC is entitled. Neither you nor ITC may disclose the existence, content or result of any arbitration or award, except as may be required by law, or to confirm and/or enforce an award.

18.8 Exceptions Nothing in this Section shall prevent ITC from issuing notices, including take-down notices for alleged trademark or copyright infringement pursuant to the Digital Millennium Copyright Act, or terminating service pursuant to ITC's Acceptable Use Policy due to your abuse of your internet access services.

18.9 Limitations on Liability This Section, and all disputes between you and ITC, are subject to the Limitations of Liability appearing in various places in these Terms and Conditions.

18.10 Limitations Period for Disputes. No claim or dispute by you or ITC shall be considered valid if filed more than two years after the date the basis for the claim or dispute first arises; provided, however, that, if the dispute is brought by you against ITC, you must also comply with the notice provisions of Section 18.2 herein.

18.11 Future Amendments to Arbitration Provisions. Notwithstanding any provision in these Terms and Conditions to the contrary, you and ITC agree that if ITC makes any future change to Part 18 herein governing dispute resolution (other than a change to the notice addresses), you may reject such change by sending ITC written notice within 30 days of the change to the Notice Address provided in Section 16.2 herein. By rejecting any such change, you are agreeing that you will seek to resolve any dispute between us in accordance with the language of Part 18 existing prior to such change.

18.12 Waiver of Jury Trial. YOU AND ITC WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT RELATED TO THE SERVICES PROVIDED BY US.

19. INTERNATIONAL SERVICE

International service is provided by or through our affiliate Ironton Telephone Company. See http://www.ironton.com for international rates. Rates DO vary at times.