



Transport Circuit Terms

version 1.0

The following Transport Circuit Terms are the Service-Specific Terms applicable to the provision of a Transport Circuit by Digital Agent, LLC ("DA") except to the extent expressly provided otherwise in a written agreement between DA and Customer.

1. General Terms and Conditions

These Transport Circuit Terms supplement DA's General Terms and Conditions (the "GTCs") applicable to all services offered by DA. In the event of any conflict between the provisions of these Transport Circuit Terms and any provision of the GTCs, the provisions of these Transport Circuit Terms shall prevail.

2. Transport Circuit Defined

When used in Customer's Application, the DA Quote, the GTCs or these Transport Circuit Terms, the term "Transport Circuit" means a dedicated telecommunications transport circuit purchased from DA connecting Customer's Premises to DA's switching center. Other terms are defined in Customer's Application, in the GTCs and elsewhere in these Transport Circuit Terms.

3. Scope of Services

During the Term, DA shall, subject to the terms and conditions of these Transport Circuit Terms, provide to Customer a Transport Circuit as identified on the DA Quote accompanying Customer's Application.

4. Rates and Charges

Subject to the terms and conditions of the GTCs, the rates and charges applicable to the Transport Circuit are as indicated on the DA Quote. Customer agrees to pay all such rates and charges in accordance with the terms of the GTCs. Customer also agrees to pay DA's standard rates and charges for any ancillary services or features used with the Transport Circuit for which rates and charges are not set forth in the DA Quote.

5. Location of Customer Premises

DA shall provide the Transport Circuit pursuant to these Transport Circuit Terms only between DA's switching center and the Customer Premises at the specific location identified on Customer's Application. In the event that Customer terminates DA's Service at the Customer Premises identified Customer's Application prior to the end of the Term for any reason other than a material default by DA, Customer shall be liable for and shall pay immediately upon presentation of an invoice an Early Termination Charge equal to one hundred percent (100%) of the Transport Circuit recurring charges for the remainder of the Term.

6. Customer Premises Telco Room Requirements

Customer is responsible at its sole expense for providing or arranging for the following in the telephone equipment room or another suitable area on Customer's Premises for termination of the Transport Circuit:

- a. Grounding bar;
- b. AC power;
- c. Wall-mounted 3 by 3 foot backboard of ½ inch thick plywood; and
- d. One inch diameter conduit with pull-string from such location to Customer's suite.

7. DA Facilities

DA will locate DA Facilities on Customer Premises for use with the Transport Circuit. Customer shall not tamper with, handle, move, disrupt, or interfere with DA Facilities without the express written consent of DA. Customer shall not permit any lien or other encumbrance on DA Facilities.

8. Additional Responsibilities of Customer

In addition to the foregoing, Customer shall be responsible at its own sole expense for the following:

- a. Customer shall notify DA engineers upon Transport Circuit failure.
- b. Customer shall allow DA full and free access to the Transport Circuit and DA Facilities located on Customer's Premises, subject to Customer's reasonable security rules.
- c. Customer shall not authorize or cause maintenance repairs to be made or attempted to Transport Circuit except as specified and approved in advance by DA.
- d. Customer shall cooperate with and assist DA to the extent necessary in the provision of the Transport Circuit and will provide any re



Transport Circuit Terms...cont.

sources of Customer reasonably necessary for DA's performance hereunder.

9. Regulatory Authority or Approval

DA's provision of the Transport Circuit is subject to all necessary regulatory authority or approvals. In particular, DA may not have required regulatory authority to provide the Transport Circuit except in designated areas in the State of Georgia. DA shall have no obligation to obtain any regulatory authority that may be required in order to provide a Transport Circuit to Customer.

10. Passwords

FCC regulations prohibit DA from providing information to Customer concerning Customer's use of the Transport Circuit without first verifying Customer's identity. Customer must establish a password for use for access to such information, and DA will provide information concerning Customer's use of the Transport Circuit upon presentation of such password unless Customer has advised DA that such password has been compromised, in which case Customer shall promptly change its password. DA may also honor other methods of verifying Customer's identity. Customer is solely responsible for the security of its password, and DA shall have no liability for disclosing any information concerning Customer's services or the use thereof to any person who provides Customer's currently effective password.

11. Limitation of Warranties

DA makes no warranties or representations express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use or purpose, except those expressly set forth herein.

12. Interruption of Service

DA shall provide credits for interruption of the Transport Circuit as provided in this Section 12.

a. Interruption Defined. "Interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages, nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where DA, pursuant to the terms of the GTCs, these Transport Circuit Terms or applicable tariff, suspends or terminates service because of nonpayment of bills due to DA, unlawful or improper use of the service, or any other reason permitted by the GTCs, these Transport Circuit Terms or applicable tariff. No allowance shall be made for interruptions due to electric power failure at Customer's Premises.

b. Credit for Interruptions. Credit for interruption of service shall be allowed only when such interruption is caused by or occurs due to causes within the control of DA, such as when the Transport Circuit furnished by DA pursuant to these Transport Circuit Terms may fail. It shall be the obligation of Customer to notify DA immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission by Customer within Customer's control, or is not in wiring or equipment furnished by Customer and connected to the Transport Circuit. Credit for an interruption shall commence after Customer notifies DA of the interruption, or when DA becomes aware thereof, and Customer releases the Transport Circuit for testing and repair, and the credit will cease when the Transport Circuit has been restored. If Customer reports the Transport Circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. For the purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than 2 hours. Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage charge for the Transport Circuit for each hour or major fraction thereof that the interruption continued. A credit allowance is applied on a pro rata basis against the rates specified in the DA Quote and is dependent upon the length of the interruption. Credits attributable to any billing period for interruptions of the Transport Circuit shall not exceed the total charges for that period for the Transport Circuit.

c. Exceptions. No credit allowance will be made for:

- i. interruptions due to the negligence of, or non-compliance with the provisions of the GTCs, these Transport Circuit Terms or applicable tariff, by Customer, an authorized user, or service providers connected to, or providing service connected to, the service of DA;
- ii. interruptions due to the negligence of any person other than DA, including but not limited to Customer or other service providers connected to DA's facilities;
- iii. interruptions due to the failure or malfunction of non-DA equipment, including service connected to Customer-provided electric power;
- iv. interruptions of service during any period in which DA is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- v. interruptions during any period in which Customer continues to use the service on an impaired basis;
- vi. interruptions during any period when Customer has released service to DA for maintenance purposes or for implementation of a



Transport Circuit Terms...cont.

Customer order for a change in service arrangements;

vii. interruptions in order to perform tests and inspections to assure compliance with the terms and conditions of the GTCs, these Transport Circuit Terms and applicable tariffs and the proper installation and operation of Customer's and DA's equipment and facilities;
or

viii. interruptions due to circumstances or causes beyond the control of DA.