



VOICE SERVICES EXHIBIT

Please read this Agreement carefully before using the Services. The following terms are applicable to Customer's Voice Services, including but not limited to, PRI, Dynamic PRI/POTS, Channelized T-1, Long Distance (switched and dedicated), Toll Free (8xx Services), Calling Card and Conference Calling, and together with the Master Service Agreement ("MSA") and the Incorporated Agreements constitute the entire agreement between Customer and DCT Telecom Group, Inc. (DCT). By accessing or using the Services, you agree to be bound by the terms in these documents. If you do not wish to be bound by these terms and conditions, you may not access or use the Services. If you utilize the Services in a manner inconsistent with this agreement or DCT's Additional Terms and Conditions, DCT may terminate your access, block your future access and / or seek additional relief as the circumstances of your misuse indicate is proper. DCT may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement at www.4dct.com. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Services shall be deemed your continued conclusive acceptance of the modified Agreement. **In the event of any conflict between the terms set forth in this Voice Services Exhibit and DCT's Additional Terms and Conditions or any other agreement executed between the parties, the terms of this Voice Services Exhibit shall prevail.** Any capitalized terms not defined herein will have the meanings ascribed to them in the remainder of the Agreement.

SERVICE ELEMENTS

TELEPHONE NUMBERS

DCT will make commercially reasonable efforts to provide new telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Services. Where Customer desires to provide and/or port its own pre-existing telephone numbers to the Services, DCT shall be entitled in its reasonable discretion to reject any telephone numbers proposed to be supplied by Customer. DCT shall not unreasonably reject any telephone numbers. DCT will also assist in the porting of Customer's telephone numbers and/or the assignment of new telephone numbers as applicable and where available, and both Parties agree and understand that Customer shall retain all right, title, and interest to such telephone numbers. Prior to each number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form provided by and/or acceptable to DCT that has been executed by an authorized Customer contact. DCT will not attempt to port a telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; DCT shall be entitled in its reasonable discretion to deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each telephone number being ported, in addition to any other charges applicable to the Services, Customer shall pay non-recurring porting charges to DCT. Customer shall protect, defend, indemnify, and hold harmless DCT, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to number portability.

Customer acknowledges that both existing telephone numbers that are currently listed in telephone directories (electronic or otherwise) as well as telephone numbers that Customer obtains from DCT may not be listed in any telephone directories.

CONDITIONS OF USE

SHORT DURATION CALLS

If 10% or more of Customer's completed calls are equal to or less than 6 seconds in length (short duration calls) during any billing cycle, DCT reserves the right to charge, and Customer shall pay, an additional \$.02 surcharge per short duration call. The short duration call surcharge shall be in addition to Customer's contractual usage rates.

UNANSWERED CALLS

If less than 60% of Customer's total call attempts are completed (or more than 40% are incomplete) for any given month as measured per trunk group and DS0 circuit, DCT reserves the right to disconnect the circuit OR to charge \$10.00 per DS0 per month per trunk group. If applicable, the same metrics will be applied on a session (or DS0 equivalent) basis for SIP-based termination services.

INTERFACE LIMITATIONS

Customer acknowledges the Service is not compatible and/or designed to work with certain systems including security systems, modems, medical monitoring systems and some FAX machines. Customer may be required to maintain a telephone connection through their local exchange carrier to ensure operability of any of these functions. Customer is responsible for contacting the respective companies to test the compatibility of any of these systems with the DCT Services.

MODIFICATIONS TO SERVICE

CHANGES TO FEATURES OR QUANTITIES

Customer may add, delete, upgrade or downgrade existing Services at any time during the Service Term by contacting DCT Customer Care at customerservice@4dct.com. Changes will be processed within 14 days, and new billing will begin as of the upgrade / downgrade processing date, or within 7 days of the date DCT has received any related equipment via our return policy. Many of DCT's products include Dedicated Access. Per unit pricing on any item, including Dedicated Access, is extended to Customer based on the quantities of all items identified on a Sales Order, and reduced quantities may affect the per unit pricing. All changes to billing will be processed subject to the Term Plan Monthly Minimum. Note that 100% of Monthly Recurring Charges (MRC) are subject to a one year minimum.

EQUIPMENT

Customer acknowledges that the delivery of Services will require the installation of Customer Premise Equipment (CPE). All CPE provided and owned by DCT will, at all times, remain the property of DCT. Upon termination of any Services, Customer's right to use the CPE will immediately end and Customer shall return the CPE to DCT.

DCT will not be liable or responsible for any installations, testing, troubleshooting, repair, integration, support or maintenance regarding any CPE used in connection with the Services. Customer hereby represents and warrants that they possess all required rights, including software and/or firmware licenses, to use any equipment that we have not provided to you.