



MASTER SERVICE AGREEMENT

This Agreement for telecommunications services is made as of the date of last execution below (the “Effective Date”) and entered into by and between **Global Capacity Group, Inc** with its principal place of business at 200 South Wacker Drive, Chicago, Illinois 60606, United States (hereinafter referred to as “Supplier”) which expression shall include its subsidiaries and affiliates, and _____, a(n) _____ corporation/limited liability company/limited partnership/sole proprietorship, with its’ principal place of business at _____ (hereinafter referred to as “Customer”).

RECITALS:

1. Customer desires to obtain telecommunications services pursuant to the terms and conditions hereunder;
2. Such Services shall be specified in one or more of Supplier’s then-current Service Order Forms (“SOF”) signed by both parties; and
3. Supplier is willing to provide Services for which an SOF has been submitted by Customer and accepted by Supplier;

AGREEMENT:

In consideration of the promises made herein, Customer and Supplier hereby agree as follows:

1. GENERAL DEFINITIONS

Unless indicated otherwise, defined (capitalized) terms in this Agreement shall have the following meanings:

- 1.1 “Activation Date” means the date Service is first made Available to Customer.
- 1.2 “Affiliate” means any entity controlled by, in control of or under common control of a party hereunder.
- 1.3 “Agreement” refers to this Master Service Agreement, which shall include all SOFs accepted by Supplier.
- 1.4 “Available” means that all necessary equipment for Service has been installed.
- 1.5 “End User” means any customer of Customer.
- 1.6 “FOC” means Firm Order Confirmation, the form Supplier submits to Customer indicating Supplier’s acceptance of Customer’s SOF and the date that Service(s) ordered will be activated.
- 1.7 “Jeopardy Notice” is the form Supplier submits to Customer indicating Supplier’s rejection of Customer’s SOF for reasons outlined in this Agreement.
- 1.8 “Monthly Recurring Charge(s)” (MRC) means the mutually agreed upon monthly charge for dedicated Services.
- 1.9 “Non-Recurring Charge(s)” (NRC) means installation fee(s) and other one-time charges.
- 1.10 “Notice of Receipt” (NOR) refers to electronic mail (“E-mail”) from Supplier indicating receipt of Customer’s SOF.
- 1.11 “Off-Net” refers to Service(s) provided but not on Supplier’s network.
- 1.12 “On-Net” refers to Service(s) provided on Supplier’s network.

- 1.13 “Service” means usage-based and dedicated telecommunications products offered by Supplier and specifically refers to those Services Customer orders under this Agreement.
- 1.14 “Service Order Form” (SOF) means the form Customer submits to Supplier detailing the Service(s) Customer wishes to order; the SOF shall include rates and term for said Service(s) and, when applicable, rates for ancillary Service(s) Customer may order.
- 1.15 “End User(s)” means any persons or entities to whom Customer may resell the circuits supplied under this Agreement.

2. **SERVICES**

All Services are subject to availability. Any and all local-access or other Off-Net Services shall be provided on an individual case basis (“ICB”) and shall be subject to terms and rates specified on the applicable SOF(s).

- 2.1. **Dedicated Services.** Dedicated Services include Private Line and POP Collocation. Customer will be invoiced in advance for Dedicated Services on a monthly basis in advance. The first invoice shall be for the first two (2) months (prorated for any first partial month) of the Service Term plus any Non Recurring Charges agreed to in each SOF; each invoice thereafter shall be for the following month.
- 2.2. **Service Order Forms for Dedicated Services.** Each SOF submitted by Customer and accepted by Supplier shall be executed by the parties pursuant to the terms herein and shall become part of this Agreement by reference. Each SOF shall include the rates and Service Term for each Service ordered. If Supplier’s cost of providing the Services is increased due to circumstances beyond its reasonable control, then Supplier may revise the rates (in an amount not to exceed Supplier’s increased cost), upon thirty (30) days written notice to Customer, provided that Customer may cancel any Services subject to the rate increase (other than increases resulting from governmental or regulatory assessments) upon written notice to Supplier given no later than thirty (30) days after Customer’s receipt of the increase notice.

SOFs may be submitted via E-mail. Electronic submission of SOFs shall be deemed to be executed by and binding upon Customer, provided that Customer has not requested that Supplier void said electronic submission within one day following Supplier’s issuance of the NOR. Issuance of a FOC shall constitute Supplier’s acceptance of the SOF and counter-execution thereto. If any Service(s) ordered by Customer cannot be provided pursuant to the terms of this Agreement, Supplier shall notify Customer using a Jeopardy Notice.

3. **PAYMENT**

- 3.1 **Credit Approval and Deposits.** All Services are subject to credit approval. Customer shall provide Supplier with credit information as requested. Supplier shall establish a credit limit (“Credit Limit”) for the Customer, which will be specified in a rider that shall be incorporated into this Agreement by reference (the “Credit Approval Rider”) and which shall apply solely to the Customer under this agreement. The Credit Approval Rider shall be issued to Customer prior to the provision of Services. In the event the Credit Limit is exceeded, at the request of Supplier, Customer shall within one (1) business day provide the amount of MRC and/or unbilled usage charges exceeding the Credit Limit or, at Supplier’s option, a deposit in accordance with Section 3.5, *Additional Assurances*, below. In the event Customer does not respond to Supplier’s request, Supplier reserves the right to suspend Services without further notice until Supplier’s requirements are met. The Credit Limit is subject to periodic review by Supplier and, as a result of such review, may be adjusted upon written notice to Customer; such adjustment may be made without an amendment hereto.
- 3.2 **Invoices.** Invoices for Services are due and payable in U.S. dollars within thirty (30) days of the date on Supplier’s invoice, (the “Due Date”). Payments not received by the Due Date are considered past due. If any invoice is not paid when due, Supplier may: (i) apply a late charge equal to one and one-half percent (1½ %)

(or the maximum legal rate, if less) of the unpaid balance per month; (ii) require a deposit or other form of security (“Security Deposit”); and/or (iii) take any action in connection with any other right or remedy Supplier may have under this Agreement, at law or in equity.

- 3.3 **Billing Commencement Date.** All Dedicated Services shall have a billing commencement date of one (1) business day from receipt by Customer of Supplier’s notice of Service readiness, provided that Customer has not given Supplier written notice of any performance failure within said one (1) business day; if Customer does not provide such notice, the applicable Service shall be deemed accepted by Customer, and billing shall commence. In the event that Customer elects to utilize any part of the Service capacity in any circumstances including performance failure, said Service shall be deemed accepted and billing shall commence; provided, however, that such acceptance and billing commencement shall not relieve Supplier of its obligation to maintain its network and applicable Service capacity hereunder in compliance with agreed performance specifications.
- 3.4 **Billing Disputes.** If Customer in good faith disputes any portion of any Supplier invoice, Customer shall submit to Supplier, by the Due Date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute on an unpaid invoice within thirty (30) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice prior to payment and shall pay the invoice without further delay. Disputes and queries on paid invoices shall be raised by either party within one calendar year of the invoice date after which period no dispute or query will be considered. Supplier and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Supplier receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer’s account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Supplier shall be due within ten (10) days of the resolution of the dispute.
- 3.5 **Additional Assurances.** If at any time during the Term of this Agreement there is a material and adverse change in Customer’s financial condition, business prospects or payment history, which shall be determined by Supplier in its sole and reasonable discretion, Supplier may demand that Customer provide Supplier with a Security Deposit or increase the amount of the Security Deposit, as the case may be, as security for the full and faithful performance of Customer of the terms, conditions and covenants of this Agreement. A Security Deposit also may be required in the Credit Approval Rider or prior to Supplier’s acceptance of any SOF.
- 3.6 **Regulatory Fees, Surcharges and Taxes.** Supplier’s invoice shall separately identify any excise, sales, use or other taxes or other governmental /municipal fees and charges applicable to Supplier’s provision of Services to Customer (including, but not limited to, universal service fees), and all such fees, surcharges and taxes, however designated (excepting those based on Supplier’s net income), shall be paid by Customer in addition to any other amount owing. If Customer first provides Supplier with a valid exemption certificate, Supplier will not collect any fees, surcharges or taxes covered by such exemption. Customer is responsible for properly charging fees, surcharges and tax to the End Users and for the proper and timely reporting and payment of applicable fees, surcharges and taxes to the appropriate authorities and shall defend and indemnify Supplier from payment and reporting of all applicable federal, state and local fees, surcharges and taxes, including, but not limited to, universal service, telecommunications relay service, NANPA, and LNP administration fees, gross receipts taxes, surcharges, franchise fees, occupational, excise and other fees, surcharges and taxes (and penalties and interest thereon), relating to the Services. Such indemnification includes costs and expenses (including reasonable attorneys’ fees) incurred by Supplier in settling, defending or appealing any claims or actions brought against Supplier relating to these fees, surcharges and taxes.

4. CUSTOMER’S USE OF THE SERVICES

- 4.1 **Abuse of Service.** The abuse of Service is prohibited. Customer agrees that it and its Affiliates will not:

- (a) use Service(s) for any purpose other than that for which it is intended or in violation of any law or regulation or in aid of any unlawful act;
- (b) interfere with (i) the use of Supplier's service by other customers or authorized users, or (ii) the operation of Supplier's network;
- (c) subject Supplier's personnel or subcontractors to hazardous conditions;
- (d) attempt to avoid the payment, in whole or in part, of any charges by any means or device (non-payment of billed charges will not be considered abuse of service for purposes of this Section); or
- (e) use the Services to display or transmit content in a manner that violates any applicable law or regulation.

Customer further agrees that it will use its best efforts to ensure that any End User will not violate the foregoing terms. In the event of a violation of this section by Customer's End User, Supplier shall notify Customer, and upon such notification, Customer hereby agrees to immediately terminate said End User's account. In the event Customer does not immediately terminate the offending End User's account, Supplier reserves the right to suspend Services or terminate this Agreement. Supplier will use best efforts to notify Customer of service suspension.

Notwithstanding anything to the contrary herein, if in Supplier's sole and reasonable judgment, Customer, Customer's Affiliates or Customer's End User violates this section, and such violation or failure to comply poses an immediate threat of harm to Supplier's network, violates existing law or regulation, or puts Supplier at risk of breaching its agreements with underlying service providers or other customers, Supplier shall have the right to immediately take any and all steps reasonably necessary to remove such threat, including but not limited to, suspension or termination of Services immediately and without notice. To the extent doing so does not interfere with its ability to prevent abuse of Service (to be determined in Supplier's reasonable judgment), Supplier will attempt to notify Customer before taking such action, and will attempt to limit any restriction, suspension or termination under this Section to the locations, content, or Services with respect to which the abuse is taking place.

Supplier provides telecommunications transport Services; Supplier does not operate or control the content transported. Supplier shall have no liability or responsibility for the content of any communication transmitted via the Services provided under this Agreement. Customer shall defend, indemnify and hold harmless Supplier from any and all claims related to such content, and from any and all third-party claims relating to Customer's use of the Services.

- 4.2 **End Users.** Customer shall take full responsibility for management of End Users. Customer shall be solely responsible for End User solicitation, service request, creditworthiness, customer service, billing and collection, license agreements and/or fees. Customer shall be liable financially for usage generated by each End User activated by Supplier. Customer shall be solely liable for amounts it cannot collect from End Users and billing adjustments it grants to End Users.
- 4.3 **System Maintenance.** In the event Supplier determines that it is necessary to interrupt Service(s) or that there is a potential for Service(s) to be interrupted for the performance of system maintenance, Supplier will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. local time). In no event shall interruption for system maintenance constitute a failure of performance by Supplier.
- 4.4 **Outage Credits.** Customer will receive credits against future charges pursuant to the terms and conditions in the applicable SOF. Such credit(s) shall be Customer's sole remedy with respect to such an event. No such credits shall be allowed and Supplier shall not be liable for any service interruption caused by System Maintenance or any Force Majeure event.
- 4.5 **Force Majeure.** Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of Force Majeure, except that Customer's obligation to pay for Services provided shall not be excused. For purposes hereunder, the term "Force Majeure" means an event that is beyond the reasonable control of the party

affected and occurs without such party's fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, fire, explosion, vandalism, terrorism, flood, storm, or other similar catastrophe; acts or omissions of other carriers; failure of the Internet not related to Supplier's actions or inactions, or cable cut not caused by Supplier's employees or contractors; any law, order, regulation, direction, action or request of any governmental entity having jurisdiction over either of the parties, or court, civil or military authority or any other instrumentality of one or more of said governmental agencies; national emergencies, insurrections, riots, wars, acts of terrorism, strikes, lockouts or work stoppages.

5. **TERM; TERMINATION**

- 5.1 **Term.** Commencing on the Effective Date, Customer may order Services using Supplier's then-current SOF. Each SOF shall specify a term for each dedicated Service, beginning on the Service's Activation Date and continuing for the number of months indicated on the SOF (the "Service Term"). This Agreement shall govern all Services ordered pursuant to the terms and conditions herein for a minimum of three (3) years commencing on the Effective Date, and, when applicable, shall remain in effect until the last Service Term has expired (the "Initial Term").

Upon expiration of the Initial Term, this Agreement automatically shall extend on a month-to-month basis unless: (i) earlier terminated pursuant to the terms and conditions of this Agreement; (ii) either party has provided at least 30 days prior written notice of termination, thus ending the month-to-month relationship; or (iii) the parties agree to renew the term of the Agreement (the "Renewal Term"). If Service(s) continue after expiration of the Initial Term and/or any Renewal Terms, Supplier may, upon thirty (30) days written notice to Customer, adjust rates for Services hereunder to its then-current month-to-month rates. Service Term, Initial Term and Renewal Term collectively may be referred to as "Term."

- 5.2 **Termination.** Customer shall be in default of this Agreement, and Supplier may terminate this Agreement or suspend Services hereunder upon: (a) any failure of Customer to pay any undisputed amounts as provided in this Agreement, including payment of any deposit; (b) any breach by Customer of a material provision of this Agreement; or (c) any insolvency, bankruptcy, assignment for the benefit of creditors, or similar event with respect to Customer; provided that Supplier will not terminate or suspend Services unless such failure continues for more than thirty (30) days after written notification to Customer, or ten (10) days after written notice in the case of a failure to pay any undisputed amount. Notwithstanding the foregoing, Customer shall also be in default, and Supplier shall have the right to immediately terminate or suspend Services, upon any violation by Customer of an applicable law or governmental regulation, in the event of any governmental prohibition or required alteration of the Service, or in any emergency circumstance, each as determined in Supplier's reasonable discretion. Customer may cancel or terminate this Agreement if Supplier is in breach of a material provision herein and such failure continues for more than thirty (30) days after Customer's written notice to Supplier. Cancellation or termination is in addition to any and all other remedies provided for in the Agreement and available at law and in equity.
- 5.3 **Bankruptcy.** In the event of bankruptcy or insolvency of either party, or if either party shall make any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part.
- 5.4 **Termination Liability.** If Services are terminated before expiration of the Term for any reason other than an event of default by Supplier, Customer agrees to pay Supplier the following sums, which shall become due and owing as of the effective date of termination and be payable within thirty (30) days thereafter: (a) all unpaid Non-Recurring Charges for cancelled or terminated Services; (b) all unpaid Recurring Charges for cancelled or terminated Services provided before the date of termination; (c) all Recurring Charges for cancelled or terminated Services through the balance of the Term, and (d) any termination liabilities imposed by an underlying service provider for any associated local loops coordinated by Supplier. This paragraph

constitutes a reasonable estimate of damages that would be impossible to calculate in the event of early termination, and is not intended as a penalty.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 **Representations of Customer.** Customer hereby represents and warrants to Supplier that: (a) Customer has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which Customer is subject; (b) Customer has all federal, state and local licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; and (c) there is no action, suit or proceeding at law or in equity now pending or to Customer's knowledge, threatened by or against or affecting Customer which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations.
- 6.2 **Supplier's Limited Express Warranty.** Supplier warrants that the Services will comply with relevant Bellcore performance specifications.
- 6.3 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.2 ABOVE, SUPPLIER MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF ANY SERVICE PROVIDED HERERUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SUPPLIER ARE HEREBY EXCLUDED AND DISCLAIMED.

7. LIABILITIES OF THE PARTIES

- 7.1 **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT SUPPLIER HAS, PRIOR TO THE DATE OF THE ALLEGED BREACH OR INJURY, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER.
- 7.2 **Indemnity.** Each party shall indemnify, defend, release and hold harmless the other party from any claims by third parties and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct. In the event a claim relates to the negligence of both parties, the relative burden of the claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence. In the event any action is brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon request, shall assume the cost of the defense on behalf of the indemnified party. The indemnifying party shall pay all expenses incurred by and satisfy all judgments rendered against the indemnified party, provided that the indemnifying party shall not be liable for any settlement effected without its written consent.

8. GENERAL TERMS AND CONDITIONS

- 8.1 **Amendments / Riders.** Unless otherwise specified herein, this Agreement may be modified or supplemented only by an instrument in writing executed by each party

- 8.2 **Assignment.** Neither this Agreement nor any of Customer's rights or obligations hereunder may be assigned, in whole or in part (hereafter, a "Transfer"), without the prior written consent of Supplier, which consent will not be unreasonably withheld. Any Transfer by Customer without Supplier's prior written consent shall entitle Supplier, at its option, to: (a) consider the Transfer void; (b) consent to the Transfer, and hold the Customer and any transferee(s) liable hereunder; or (c) terminate this Agreement immediately upon delivering written notice to Customer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or purported assigns. Supplier may transfer, assign, or otherwise in any manner encumber this Agreement and its rights and obligations hereunder without Customer's prior consent.
- 8.3 **Authorized Use of Name.** Customer shall not use the Supplier's name in publicity or press releases without obtaining the Supplier's prior written approval, which approval shall not be unreasonably withheld. Supplier may issue a news release, public announcement, advertisement, or other form of publicity (a "Press Release") concerning the existence of this Agreement or the Services to be provided under this Agreement without the consent of Customer so long as such Press Release is limited to identifying the names of the Parties and a general description the Services to be provided hereunder, including the duration of the Service term, provided that no such Press Release shall set forth any pricing information without the prior written approval of the Customer.
- 8.4 **Business Relationship.** This Agreement shall not create any agency, employment, joint venture, partnership, representation or fiduciary relationship between the parties. Neither party shall have the authority, nor shall any party attempt, to create any obligation on behalf of the other party.
- 8.5 **Confidential Information.** If Supplier and Customer have executed a Nondisclosure Agreement, Confidentiality Agreement, or similar agreement, the parties agree that the terms therein shall remain in full effect throughout the Term of this Agreement. Notwithstanding the foregoing, Customer and Supplier agree to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of the other party disclosed under this Agreement. No obligation of confidentiality shall apply to disclosed information that the recipient: (a) already possesses without obligation of confidentiality; (b) develops independently without violating any of the obligations under this Agreement; or (c) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this section shall survive expiration or termination of this Agreement.
- 8.6 **Construction.** Both parties have had the opportunity to review and revise this Agreement; no ambiguity should be construed in favor of or against either party based on which suggested the language. The headings and organization used herein are solely for convenience and shall not be used to construe the Agreement. Unless the context otherwise requires, use of the singular includes the plural and vice versa. In the event of any conflict between these terms and conditions and those of any SOF, these terms and conditions shall control.
- 8.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together shall constitute one document. The parties expressly authorize the use of a facsimile counterpart as a valid method of execution for Customer so that Supplier may begin processing pending SOFs; in the event that Customer executes this Agreement via facsimile counterpart, Customer agrees to provide Supplier with a fully executed original of this Agreement within five (5) calendar days of such facsimile execution. For valid execution by Supplier, Supplier's original signature shall be required.
- 8.8 **Entire Agreement.** The parties intend that the terms of this Agreement, including any attached exhibits and addenda, shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceedings involving this



Agreement. Any and all Services pertaining to the subject matter hereof and active as of the Effective Date shall be governed by the terms and conditions herein.

- 8.9 **Governing Law.** This Agreement shall be governed by the substantive laws of the State of Illinois. Each party hereby consents to jurisdiction and venue in the state or federal courts, as the case may be, sited in Chicago, which shall be the exclusive venue for any disputes or controversies relating to or arising out of this Agreement, or its breach.
- 8.10 **Notices.** All notices shall be in writing, sent to the address set forth below, and will be deemed given when: (a) delivered to the recipient by certified U.S. Mail or overnight courier service with proof of delivery; (b) hand-delivered to the recipient; or (c) delivered by facsimile or email to the recipient and confirmed by U.S. Mail.
- 8.11 **Remedies.** Unless stated otherwise, all remedies are cumulative and in addition to any other remedies available at law or in equity.
- 8.12 **Severability.** If any court of competent jurisdiction judges any provision of this Agreement to be invalid, that judgment will not affect the remainder of this Agreement.
- 8.13 **Subject to Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement. Both parties agree to obtain and maintain all required certifications, permits, licenses, approvals or authorizations imposed by any regulatory or governmental body. Each party agrees to provide the other party with copies of documentation such compliance within ten (10) days of request by the other party. Each party shall protect indemnify and hold harmless the other party from any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind arising from the other party's violation of this section.
- 8.14 **Survival.** The covenants and understandings contained in this Agreement with respect to payment of amounts due, confidentiality, liability and indemnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.
- 8.15 **Waiver of Breach or Violation Not Deemed Continuing.** No failure by either party to exercise any right arising from a default by the other party shall impair that right or constitute a waiver of it. No waiver by any party of any condition or breach of any term, provision, covenant, representation or warranty, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition, or breach of any other term, provision, covenant, representation or warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

Global Capacity Group, Inc.

Full Company Name

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

200 South Wacker Drive

Full Business Address: _____



Chicago, IL 60606

www.globalcapacity.com

Telephone:
Facsimile: _____
Billing Contact: _____
Telephone: _____



GLOBAL CAPACITY GROUP INC
CERTIFICATION OF UNIVERSAL SERVICE EXEMPTION

Customer Name: _____

Customer Address: _____

Customer hereby requests an exemption from payment of any charges assessed by Global Capacity Group Inc ("Global Capacity") due to contribution to the Universal Service Fund (USF) established by the Universal Service Order issued by the Federal Communications Commission (FCC). Customer represents and certifies as follows:

- 1. That customer is either a telecommunications carrier that provides interstate telecommunications service to the public for a fee on a common carrier basis, or a private service provider that offers interstate telecommunications service to others for a fee on a non-common carrier basis. As such, Customer is required to contribute to the universal service support mechanisms pursuant to Section 254 of the Communications Act (47 U.S.C. §254) and F.C.C. Rules and Orders issued to implement Section 254 (including the Universal Service Fund Order, CC Docket No. 96-45, FCC 97-157, released May 8, 1997).
2. That Customer is acquiring services from Global Capacity for resale to end user or carrier customers, and not for its own internal use.
3. That Customer has filed a Universal Service Worksheet (FCC Form 499A) with the Universal Service Administrator for the period of January 2000 – June 2000, and will continue to file such Worksheets or other forms or documentation as required by the FCC from time-to time.
4. That Customer acknowledges that Global Capacity's determination of exemption will be based upon the information provided by Customer in this Certification. If Global Capacity exempts the Customer from payment of Universal Service surcharge (in whole or in part) based upon the information provided by the Customer herein, and Global Capacity thereafter determines that such information was inaccurate, Global Capacity may retroactively bill the Customer for the amount of Universal Service Surcharge that was waived as a result of such inaccuracy without time limitation.
5. That the Customer understands that its obligation to contribute to the universal service support mechanisms is a legal obligation arising under Section 254 of the Communications Act (47 U.S.C. §254) and F.C.C. Rules and Orders issued to implement Section 254. The extent of Customer's USF contribution obligation is independent of, and is not affected by, Customer's obligation to pay the Universal Service Surcharge to Global Capacity, as assessed by Global Capacity, or any exemption from that charge as determined by Global Capacity. If the Customer fails to provide timely and accurate information to Global Capacity, Customer may be liable both to Global Capacity for the Universal Service Surcharge and to the Universal Service Administrator for its contribution to the universal service support mechanism.
6. That the Customer acknowledges that Global Capacity may provide a copy of this Certification to the Universal Service Administrator, to the F.C.C or to an authorized auditor.
7. That the undersigned individual is authorized by Customer to make this Certification on its behalf.
8. Customer agrees to indemnify and hold Global Capacity harmless from any and all claims arising from any breaches of their representations.

CUSTOMER

By: _____
(Signature)

Title: _____ Date: _____
(Print or type name)