



502 Cecil G. Costin Sr. Blvd.
Port St. Joe, Florida 32456
Phone: 800 772 7288
www.gtcom.com

GT Com ALABAMA CUSTOMER SERVICE AGREEMENT

This document, along with your Service Order and the GT Com Price List, describes the terms and conditions under which GTC, Inc. ("GT Com"), provides residential telecommunications and/or information facilities and services in Alabama. By applying for, subscribing to, using, or paying for the GT Com services described below, you agree to be bound by the charges, terms and conditions set forth in this Agreement. Please read these terms and conditions carefully.

1. DEFINITIONS

- a. "Agreement" means the terms and conditions set forth herein, which constitute an agreement between you and GT Com, I. You acknowledge that you have read and understand this Agreement and agree to be bound by its terms and conditions. Your use or continued use of Services signifies your acceptance of this Agreement.
- b. "GT Com", "we," "our" and "us" mean GTC, Inc., its subsidiaries and affiliates, including without limitation any person or entity doing business as GT Com and providing Services to you, and any agents of GT Com, including any billing agents.
- c. "Customer", "you" or "your" means you as a GT Com customer obtaining services pursuant to this Agreement.
- d. "GT Com Price List" means those documents specifying descriptions, charges, or other terms and conditions applicable to the Service and which are subject to and incorporated by reference into this Agreement, as if more fully set out herein. In the event of a conflict between the terms and conditions provided herein and other terms and conditions provided in the GT Com Price List, the terms and conditions set out and provided herein shall control. You can review the GT Com Price List on our website at www.gtcom.net or by requesting a copy from us at customerservice@gtcom.net.
- e. "Service" or "Services" means the GT Com telecommunications and/or information services including, without limitation, any directory information, listings, equipment, or other services provided in conjunction with such service, which you use, to which you subscribe, or for which you pay, including any equipment on your premises that are provided by GT Com to you through which such services are provided. This Agreement does not cover any tariffed services. The Services described in this Agreement are subject to availability and may not be available in all areas.
- f. "Service Order" means the order form through which the Services were ordered by the Customer, whether in person, through the Internet, or by telephone with written confirmation.

2. CHARGES AND PAYMENT

- a. Prices, Charges & Service Credits. You agree to pay us for the Services at the prices and charges provided as part of your Service Order, this Agreement, or the GT Com Price List (except as superseded

by any pricing term commitment in the Service Order), including, if applicable, any connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and government imposed or permitted charges, including, but not limited to, charges related to the Universal Service Fund and any applicable Local Presubscribed Interexchange Carrier charges. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Service and included on your invoice or bill, unless you provide documentation verifying your exemption. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. The prices and charges for particular Service may depend on various factors, including the length of a call, the time of day when a call is placed, the day of week when a call is placed, and the distance called. Unless otherwise indicated in the Price List, calls are timed by GT Com in sixty (60) second increments, with all calls rounded up to the nearest higher sixty (60) second increment. Where charges for



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Service vary due to time of day, time periods are defined in the Price List and are determined by the local time of the location where you make the call. When a call is established in one rate period and ends in another rate period, the rates are based on the portion of your call that occurs within each rate period. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to you and if charged in error, will be credited by GT Com to you. Timing begins at the "starting event" and ends at the "terminating event". Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified. There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from you for any such call, GT Com may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.

Any representation made by a GT Com representative contrary to this Agreement or, if applicable, the GT Com Price List, does not constitute an offer and thus, may be corrected or modified. Customers purchasing a flat rate Service will be billed a recurring monthly rate regardless of amount of usage of the Service. Customers purchasing a usage-sensitive rated Service with a monthly allowance will be charged a per-use rate above any monthly allowance. If you cancel the Service after an order but prior to the completed installation of the Service, you shall pay all reasonable costs incurred in the implementation of the Service, as if the work in the implementation of the order had been completed, as well as any termination charges set out in your Service Order or the Price List.

You are responsible for preventing any unauthorized use of the Services, and you are solely responsible for making payment to GT Com for any charges resulting from such unauthorized use. Unless otherwise stated in the Service Order, if there is an interruption or failure of Services caused solely by GT Com and not by you, a third party, or other causes beyond our reasonable control, you may be entitled to a Service credit.

Price Changes. From time to time, GT Com may revise the prices and charges for its Services as follows: (1) Price decreases will be made with no prior notice to you; (2) Price increases necessary to allow us to recover our costs associated with government programs (excluding taxes and surcharges referred to in Section 2(a) above) will be effective no sooner than three (3) days after we provide written notice to you; (3) Promotional pricing and terms, or other pricing commitments contained in the Service Order will expire in accordance with the terms applicable to each promotion or commitment, without further notice to you. Upon the expiration of any such promotion or commitment, prices may be revised

in accordance with the provisions of this paragraph. (4) All other price increases will be effective no sooner than fifteen (15) days after we provide written notice to you. Such written notice may be provided in a bill insert, as a message printed in or on the GT Com bill, in a separate mailing, by email, or by any other reasonable method, at GT Com's discretion. GT Com further reserves the right to modify the terms and conditions for the provision and/or the operation of the Service at any time as provided herein. If you do not accept the modified rates, charges or terms and conditions of the Agreement, or the modified operation of the Service, you should immediately terminate the Service. **YOUR SOLE REMEDY FOR ANY CHANGE MADE BY GT Com IS THE RIGHT TO TERMINATE THIS AGREEMENT.** Unless required by law, we will not provide advance notice of changes to taxes and surcharges applicable to the Services.

c. Payments. You must pay your Service bills on time, in U.S. currency, either on or prior to the due date specified on your bill. All amounts due to GT Com under this Agreement, including any sales, use or similar taxes, fees, and charges, will be invoiced on your monthly GT Com bill. Non-usage-sensitive charges will normally be billed monthly prior to the month that Services are rendered, while usage-sensitive charges shall be billed as soon as practicable. Your first bill will include charges for the partial month from when Service began and Service charges for non-usage-sensitive charges for the next month. If you choose to pay your bill with a credit card, you authorize GT Com to satisfy and pay all charges by charging that credit card number and to demand immediate payment from the credit card issuer. No additional consent or notices are required for billing to that credit card or account. When payment is made by credit card, payment will also be subject to the terms and conditions required by the credit card issuer. A fee may also apply per payment when authorized by you for payment by telephone. If your check, bank or credit union draft, electronic funds transfer, or other order for payment is dishonored and returned



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because there are insufficient funds in Your account, or because Your account has been closed, we will charge you up to \$30 or the highest amount allowed by law, whichever is lower, per event. If GT Com does not receive your payment before the due date, you shall pay GT Com a late payment charge and/or an interest charge of 1.5% or the highest amount allowed by law, whichever is lower, on all charges due and unpaid. Acceptance of late or partial payment (even if marked, "PAID IN FULL") and/or late payment charges shall not waive any of GT Com's rights to collect the full amount due under this Agreement. **You shall waive any objection you may have to any charges if you fail to provide GT Com written notice of the objection within sixty (60) days of receipt of the bill.**

d. Billing. You will provide GT Com with your name, address, and telephone number. We may change both the format and the billing period from time to time and without notice to you. Charges begin to accrue at the start of each billing period and continue through the full billing period. We may prorate or adjust your bill if the billing period covers less than or more than a full month based on the number of days in the billing cycle for the month in which the charges are billed. Calls may be rounded up to the next full minute for any fraction of minutes. When a percentage discount is applied, the resulting discount shall be rounded down to the nearest cent.

e. Credit Check and Deposits. You give us permission to obtain your credit information from credit reporting agencies at any time during the period you maintain an account with us. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record

of late payments for either present or past bills; or (3) prior fraudulent, illegal, or abusive use of any GT Com services, then as a condition of service, we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. The amount of any such deposit will be the lesser of (1) the amount permitted by law, or (2) two times your estimated average monthly Service usage plus two times any monthly recurring charges. You will receive interest on your deposit at a rate of seven percent (7%) per annum. If you fail to pay for the Services when due, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay undisputed bills by the due date for 12 consecutive billing months, we will credit your account with the deposit. If there is a credit balance on your account after the deposit is applied, we will refund or credit that amount to you.

f. Credit Limits. Based on Your payment history or your credit score obtained from credit reporting agencies, GT Com may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide, such as long distance services. This restriction on your access to the Services will not affect your access to or use of 911 emergency services.

3. CALLING CARD SERVICES

By activating or using a GT Com calling card, you agree that GT Com or any billing agent we may use, may release to GT Com any customer account information related to your use of the card. In the event that a GT Com Calling Card is used to place calls using other carriers, such calls shall be subject to the rates, terms, and conditions of such other carrier(s), and customer agrees to pay any such charges. You may authorize others to use your GT Com Calling Card, but you will remain responsible for all charges. If your GT Com Calling Card is lost or stolen, you are responsible for charges incurred until the time you notify GT Com at the number on your GT Com bill or by any verified electronic communication that may be provided by GT Com for that purpose. GT Com may take any action it deems appropriate in the event it suspects calling card fraud, including, but not limited to, suspending or terminating the card without notice. Your card may also be subject to a maximum monthly usage limit.

4. SUSPENDING AND CANCELING THE SERVICES

a. Cancellation of Services by You. Subject to the remaining provisions of this Agreement, you may cancel all or a portion of the Services to which you subscribe by discontinuing all use of such Services and placing a disconnect order with customer service by calling the number on your bill or through an acknowledged electronic



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communication with GT Com, using such forms and interfaces provided by GT Com for that purpose. To the extent you continue to subscribe to, use, or pay for other Services, this Agreement will continue to remain in effect for such Services, unless and until you also cancel such other Services. You have the responsibility of contacting GT Com in order to discontinue Services that you no longer want or use or that are incompatible with other existing GT Com services or features to which you have subscribed. If you terminate this Agreement prior to the expiration of any minimum service commitment, you shall be liable for the payment of any termination payments set out in your service order.

b. Suspension & Cancellation of Service by GT Com.

(i) You may not use the Services for any illegal, abusive, or fraudulent purpose, or in contradiction to state or federal laws. This limitation includes, but is not limited to, using the Services in a way that (1) hinders or obstructs our ability to provide Services to you or any third party; or (2) avoids or attempts to avoid your responsibility to pay for the Services. We may immediately and without notice suspend, restrict, or cancel the Services used in an abusive fashion or otherwise in violation of this paragraph.

(ii) If you do not pay your bills by the required due date, including late payment fees or any other charges permitted by this Agreement, we may suspend, restrict, or cancel the Services and this Agreement, without further notice to you.

(iii) We reserve the right to discontinue certain Services, subject to applicable law and regulation and without notice.

c. Outstanding Charges. If Services are suspended, restricted, or cancelled, for any reason, charges will accrue through the date that the suspension, restriction, or cancellation is fully processed by us, plus any applicable early termination penalties set out in the service order. You are responsible for paying all outstanding charges for Services, including payment of any bills that remain due after the date of cancellation and any early termination penalties or fees. Subject to Section 8, you agree to reimburse us for any reasonable costs we incur, including attorneys' fees, to collect amounts you owe us.

d. Reinstatement of Service. GT Com may require a deposit if you seek to reinstate Services following cancellation.

5. INDEMNIFICATION

You shall indemnify and hold harmless GT Com, its employees, affiliates, subsidiaries, assignees, and agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your Service, including but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or service or for any injury or damage to person or property caused by any service sold or otherwise distributed through or in connection with the Service; or violation of any applicable law or regulation; as long as such claims are not based on GT Com's willful misconduct or gross negligence. This provision will survive the cancellation or termination of this Agreement.

6. DISCLAIMER OF WARRANTIES AND LIABILITY

(a.) THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION,



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RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. GT Com DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, GT Com EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON GT Com's BEHALF, AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT. GT Com DOES NOT PROVIDE THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. **YOU EXPRESSLY AGREE THAT OPERATION AND USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER GT Com NOR ANY OF ITS EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR THE OPERATION, USE, OR MALFUNCTION OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, ERRORS IN DIRECTORY INFORMATION OR LISTINGS), REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD GT Com EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES OR AGENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GT Com MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE).

(b.) WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICE SET OUT IN THIS AGREEMENT, LIABILITY OF GT Com AND ITS EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES OR AGENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE TOTAL CHARGES APPLICABLE TO THE SERVICE, FOR THE THEN CURRENT TERM OF THIS AGREEMENT. IN THE CASE OF SERVICE INTERRUPTION, GT Com 'S LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION, AND AS OTHERWISE SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL GT Com OR ITS EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES OR AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY CUSTOMER TO GT Com, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. SHOULD GT Com PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES, THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH WORK. WITHOUT LIMITING THE FOREGOING, YOU SPECIFICALLY AGREE THAT GT Com SHALL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY THE SERVICES. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT GT Com's LIABILITY, AS PROVIDED HEREIN.

THIS SECTION 6 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

7. FORCE MAJEURE

We have no responsibility for delays or failures due to lightning, fire, flood, explosion, strike, embargo,

acts of the government, military authority, or the elements or other causes beyond GT Com's control, and in such event, GT Com may cancel this Agreement and the Services immediately.

8. DISPUTE RESOLUTION

Under Alabama law, the Alabama Public Service Commission ("APSC") retains exclusive jurisdiction over the following complaints arising from intrastate residential telecommunications services: inaccurate billing, billing of telecommunications services not ordered on your behalf and the establishment or disruption of telecommunications service. The APSC's jurisdiction extends to both formal and informal complaints and may include the resolution thereof through alternative dispute resolution procedures, including mediation. You may contact the APSC to file a complaint through its web page at <http://www.psc.state.al.us> or by telephone at 1-800-392-8050.



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THE FOLLOWING PROVISIONS GOVERN THE PROCEDURE FOR THE RESOLUTION OF ANY DISPUTES UNDER THIS AGREEMENT FOUND NOT SUBJECT TO THE EXCLUSIVE JURISDICTION OF STATE OR FEDERAL REGULATORY COMMISSIONS. ALL SUCH DISPUTES SHALL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. THIS SECTION SHALL NOT APPLY TO DEBTS CUSTOMER OWES GT Com. EXCEPT AS PROVIDED IN THIS SECTION 8, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), AND/OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT, INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED TO THIS AGREEMENT, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. FURTHER, ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR.

THE ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR USING THE PROCEDURES DESCRIBED IN THIS SECTION 8. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER

PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND GT Com WAIVE, ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE WE TAKE A DISPUTE TO ARBITRATION, WE WILL FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING YOU IN ACCORDANCE WITH SECTION 10(c) BELOW. BEFORE YOU ELECT TO TAKE A DISPUTE TO ARBITRATION, YOU MUST FIRST GIVE US AN OPPORTUNITY TO RESOLVE THE DISPUTE BY CONTACTING US AT THE CUSTOMER SERVICE NUMBER ON YOUR GT Com BILL FOR THE SERVICES, OR WRITE TO US AT GT Com, P.O. Box 220, Port St. Joe, FL 32457 OR THROUGH THE WEB AT customerservice@gtcom.net. THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT OF THE DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AAA'S ARBITRATION RULES IS AVAILABLE BY WRITING TO GT Com AT GT Com, P.O. Box 220, Port St. Joe, FL 32457. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TEL 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR A DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF



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LESS THAN \$10,000, GT Com WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, GT Com WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A *PRO BONO* ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND

DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY GT Com. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU.

IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

9. HAZARDOUS SUBSTANCES: Except as disclosed to and acknowledged in writing by GT Com, you certify that you are not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, or local hazardous waste or environmental law or regulation) at any location where GT Com is to perform services under this Agreement. If during such performance, GT Com employees or agents encounter any such substance, you agree to take all necessary steps, at your own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest legally allowed exposure limit for the protection of workers. GT Com may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and GT Com. Performance obligations under this Agreement shall be extended for the delay caused by said cleanup or removal. Your failure to remove or contain hazardous substances shall entitle GT Com to terminate this Agreement without further liability. If GT Com so terminates, Customer shall reimburse GT Com for expenses incurred in performing this Agreement until termination.

10. MISCELLANEOUS

a. No Third-Party Rights. This Agreement does not give any third party a remedy, claim, or right of reimbursement.

b. Assignment. We reserve the right to assign all or part of our rights or duties under this Agreement without notifying you. If we make such assignment, we will have no further obligations to you. You may not assign this Agreement or the Services to which you subscribe without our prior written consent, and any attempt by you to make such assignment is void.

c. Notices. You must provide written notices to GT Com as specified in this Agreement. When notice by telephone is allowed under this Agreement, such notice from you to GT Com will be effective on the date we received your call, as shown in our records. At our option, GT Com's notice to you under this Agreement will be provided by one or more of the following methods: posting on our website at www.gtcom.net; bill message; bill insert; newspaper; magazine or other periodical advertisement; postcard or letter; call to your billed telephone number; or e-mail to an e-mail address provided by you.



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ALL NOTICES OF CLAIMS, REGARDLESS OF FORM, BY THE CUSTOMER OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER THE CUSTOMER, ARISING OUT OF THE SERVICE OR THIS AGREEMENT, SHALL BE IN WRITING AND POSTMARKED WITHIN SIXTY (60) DAYS AFTER THE CAUSE OF ACTION FIRST ARISES. NO ACTION,

REGARDLESS OF FORM, ARISING OUT OF THE SERVICE OR THIS AGREEMENT, MAY BE BROUGHT BY CUSTOMER OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CUSTOMER, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST ARISES.

d. Severability. If any provision, phrase or wording of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement, but rather, the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, phrase or wording, and the right and obligations of the parties to this Agreement shall be construed and enforced accordingly.

e. Survivability. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder, shall so survive the completion of performance, cancellation or termination of this Agreement.

Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person. Waiver by either party or any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

f. Governing Law. This Agreement shall be governed by the laws of the State of Alabama (excluding its conflicts of law principles), except that the arbitration provisions in Section 8 will be governed by the Federal Arbitration Act, and shall, to the extent possible, be deemed to call for performance in Covington County, Alabama. This governing law provision applies no matter where you reside, or where you use or pay for the Services. If, for any reason, Section 8 is not effective, you consent to the jurisdiction and venue in the courts in Montgomery County, Alabama. Each of the parties waives, to the fullest extent permitted by the law, any right to trial by jury and any claim that (i) such parties not personally subject to jurisdiction of such courts; (ii) such party or its property is immune from any legal process issued by such courts; or (iii) such courts are an inconvenient forum.

g. Entire Agreement. This agreement, which incorporates by reference the GT Com Price List, sets forth the entire agreement between you and GT Com and takes the place of all previous agreements, understandings, statements, proposals, and representations between us, whether written or oral. This Agreement can be amended solely as provided in Section 11 below. No written or oral statement, advertisement, or Service description not expressly contained in the Agreement will be allowed to contradict, conflict, vary, explain, or supplement the Agreement.

11. CHANGES TO THIS AGREEMENT

From time to time, we may change this Agreement, including the terms of the Price List, which are a part of this Agreement. If we make any changes to the prices or charges, we will comply with our notice commitments described in Section 2(b) and 10(c) of this Agreement. We will notify you of all other changes in accordance with Section 10(c) above, and such changes will be effective no sooner than fifteen (15) days after we post them at www.gtcom.net. If you have questions about the information in this Agreement, you may call GT Com at 1-800-772-7288. CONTINUING TO SUBSCRIBE TO, USE, OR PAY FOR THE SERVICES AFTER WE MAKE ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, MEANS THAT YOU AGREE TO THE CHANGES.