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**SERVICES AND MARKETING AGREEMENT**

**BY AND AMONG**

**GE CAPITAL COMMUNICATION SERVICES CORPORATION,**

**NEW ENTERPRISE WHOLESALE SERVICES,  
LIMITED PARTNERSHIP**

**AND**

**TELCOM NETWORK, INC.**

DOCUMENT NUMBER-DATE



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FPSC-RECORDS/REPORTING

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
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## SERVICES AND MARKETING AGREEMENT

This Services and Marketing Agreement is made and entered into this 1st day of December, 1994, by and among GE Capital Communication Services Corporation, a Georgia corporation ("GECCS"), New Enterprise Wholesale Services, Limited Partnership, a Delaware limited partnership ("NEWS"), and Telcom Network, Inc., a Delaware corporation ("Reseller").

### RECITALS

WHEREAS, GECCS is engaged in the resale of telecommunications services; and

WHEREAS, NEWS is the agent of GECCS for the provision to resellers of various telecommunications products and services obtained by GECCS from AT&T and other Carriers; and

WHEREAS, Reseller desires to purchase from GECCS, and GECCS desires to sell to Reseller, certain wholesale telecommunications products and services for resale by Reseller to customers located in Certified Jurisdictions; and

WHEREAS, NEWS desires to appoint Reseller, and Reseller is willing to accept its appointment, as a sales representative of NEWS for the purpose of marketing and selling certain retail telecommunications products and services offered by GECCS to customers located in Uncertified Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

The following terms have the meanings hereinafter indicated whenever used in this Agreement with initial capital letters:

1.1 "Affiliate" shall mean, when used with respect to a specific Person, a Person who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person.

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1.2 "Agreement" shall mean this Services and Marketing Agreement, as it may be amended from time to time.

1.3 "AT&T" shall mean AT&T Corp. and its Affiliates.

1.4 "AT&T-Billed Product" shall mean any telecommunications product or service made available to Reseller hereunder for which Customer invoices are rendered directly by AT&T.

1.5 "AT&T Settlement Procedures" shall mean, when used with respect to any AT&T-Billed Product, the billing, collection and settlement policies, practices, procedures and standards applied by AT&T from time to time with respect to such AT&T-Billed Product.

1.6 "Billing Company" shall mean any billing services company other than AT&T selected by Reseller and NEWS pursuant to Section 6.1 hereof.

1.7 "Carrier" shall mean AT&T, Sprint Communications Company, L.P., or any other facilities-based interexchange carrier from whom GECCS obtains any portion of the telecommunications products and services sold by GECCS to Reseller or to Retail Customers.

1.8 "Certified Jurisdiction" shall mean any State in which Reseller has all necessary state tariffs and certifications required from time to time for the resale of telecommunications products and services on its own behalf.



1.9 "Confidential Information" shall mean confidential and proprietary information of a type described in Section 10.2 hereof.

1.10 "Consultant" shall mean a third party retained by any Party to provide advice, consultation, analysis, legal counsel or any other similar services.

1.11 "CPNI" shall mean the Customer Proprietary Network Information, as that term is defined by the FCC, of a provider of telecommunications services.

1.12 "Customer" shall mean any Wholesale Customer or Retail Customer.

1.13 "Delinquent Receivable" shall mean, (i) when used with respect to any AT&T-Billed Product, any receivable from a Customer which is deemed delinquent pursuant to the applicable AT&T Settlement Procedures, and (ii) when used with respect to any Network-Billed Product, any receivable from a Customer which is more than 75 days old.

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1.14 "Disclosing Party" shall mean, when used in connection with the disclosure of any particular Confidential Information, the Party who discloses such Confidential Information to the other Party.

1.15 "Dispute" shall mean any conflict, disagreement or dispute between the Parties relating to the terms and conditions of this Agreement or an alleged tort.

1.16 "Event of Default" shall mean any event or occurrence described as such in Section 12.1 hereof.

1.17 "FCC" shall mean the Federal Communications Commission and any successor federal agency having jurisdiction over the interstate provision of telecommunications services.

1.18 "GECCS" shall mean GE Capital Communication Services Corporation, a Georgia corporation.

1.19 "Indemnitee" shall mean, with respect to any claim for which indemnification is sought pursuant to Article XI hereof, the Person making such claim for indemnification.

1.20 "Indemnitor" shall mean, with respect to any claim for which indemnification is sought pursuant to Article XI hereof, the Person against whom such claim for indemnification is made.

1.21 "Network-Billed Product" shall mean any telecommunications product or service made available to Reseller hereunder for which Customer invoices are rendered by a Billing Company.

1.22 "NEWS" shall mean New Enterprise Wholesale Services, Limited Partnership, a Delaware limited partnership.

1.23 "Party" shall mean Reseller individually on the one hand and NEWS and GECCS collectively on the other hand.

1.24 "Period" shall mean the period from the date of this Agreement until the first Settlement Date, and each period thereafter from one Settlement Date until the next succeeding Settlement Date.

1.25 "Person" shall mean any individual, partnership, corporation, limited liability company, trust or other entity.

1.26 "Quarter" shall mean the first three Periods and each block of three consecutive Periods thereafter.

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1.27 "Rate Schedule" shall mean that certain schedule attached hereto as Addendum "A" which identifies (i) each of the telecommunications products and services that may be purchased by Reseller for resale to Wholesale Customers, (ii) the Usage Charges applicable to each such product or service, and (iii) the Service Charges applicable to each such product or service, as such schedule may be amended from time to time.

1.28 "Receiving Party" shall mean, when used in connection with the disclosure of any particular Confidential Information, the Party to whom such Confidential Information is disclosed by the other Party.

1.29 "Reseller" shall mean Telcom Network, Inc., a Delaware corporation.

1.30 "Retail Customer" shall mean any end user customer procured by Reseller in accordance with Article III hereof in its capacity as a sales representative of NEWS.

1.31 "Retail Services" shall mean the telecommunications products and services identified in the Rate Schedule which are provided directly by GECCS to Retail Customers.

1.32 "Service Charges" shall mean any charges other than Usage Charges which are set forth in the Rate Schedule and which are payable by Reseller to GECCS in connection with the purchase of a particular category of Wholesale Services, including recurring and nonrecurring installation charges, location charges and similar items.

1.33 "Services" shall mean the Retail Services and the telecommunications services provided by Reseller to Wholesale Customers as a result of the resale of Wholesale Services.

1.34 "Settlement Date" shall mean the date on or about the 15th day of each calendar month as of which NEWS prepares the monthly settlement statement required by Section 7.1 hereof.

1.35 "State" shall mean each State which is a member of the United States of America and the District of Columbia.

1.36 "Uncertified Jurisdiction" shall mean any State in which GECCS is authorized to resell telecommunications services other than a Certified Jurisdiction.

1.37 "Usage Charges" shall mean the charges payable by Reseller to GECCS with respect to each minute, or increment thereof, of use by Reseller of a particular category of Wholesale Services, as calculated in accordance with the applicable rates and discounts set forth in the Rate Schedule.

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1.38 "Wholesale Cost" shall mean, with respect to any telecommunications product or service provided by GECCS to a Retail Customer, an amount equal to the Usage Charges and Service Charges which would have been assessed by GECCS with respect to such product or service if such product or service had been sold to Reseller pursuant to Article II hereof, which amount shall be computed by reference to the Rate Schedule.

1.39 "Wholesale Customer" shall mean any end user customer to whom Reseller resells any portion of the Wholesale Services.

1.40 "Wholesale Services" shall mean the telecommunications products and services identified in the Rate Schedule which are sold directly by GECCS to Reseller for resale by Reseller in the Certified Jurisdictions.

## **ARTICLE II** **PURCHASE OF WHOLESALE SERVICES**

2.1 General. Reseller shall purchase from GECCS, and GECCS shall sell to Reseller, in accordance with the terms and conditions contained in this Agreement, such Wholesale Services as may be ordered by Reseller from time to time for resale to Wholesale Customers located in Certified Jurisdictions. In exchange for such Wholesale Services, Reseller shall be obligated to pay to GECCS any applicable Usage Charges and Service Charges in accordance with the provisions of Articles VI and VII hereof.

2.2 Additional Services. From time to time, GECCS may make available for purchase by Reseller additional wholesale telecommunications products and services other than the Wholesale Services listed in the Rate Schedule on the date hereof. If Reseller desires to purchase any such additional product or service, the price of such additional product or service, and the terms and conditions on which it will be provided to Reseller, will be determined by mutual agreement of the parties hereto at the time such product or service is offered to Reseller, and the Rate Schedule will be modified accordingly.

2.3 Required Documentation. Simultaneously with the execution of this Agreement, Reseller shall execute and deliver to GECCS a blanket letter of agency in the form attached hereto as Exhibit A. In addition, prior to the delivery by GECCS to Reseller of any Wholesale Services which would be subject to any federal, state or local excise, sales or use taxes if Reseller were not purchasing such Wholesale Services for resale, Reseller shall deliver to NEWS, as agent for GECCS, all applicable exemption forms and certificates required to avoid the collection of such taxes by GECCS.

2.4 Warranty Limitations. Reseller ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, GECCS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING ITS FACILITIES, PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. In no event shall GECCS be liable for any act or omission of either the Carrier from whom it obtains network services or any other entity furnishing equipment, products or services to Reseller or its Customers, nor shall GECCS be liable for any damages or losses due to the fault or negligence of Reseller or its Customers.

### ARTICLE III MARKETING OF RETAIL SERVICES

3.1 Appointment. NEWS hereby appoints Reseller as a representative of NEWS for the sale of Retail Services in the Uncertified Jurisdictions, and Reseller hereby accepts such appointment, subject to the terms, conditions and limitations set forth herein.


3.2 Scope of Authority. NEWS hereby grants to Reseller authority to promote the sale of, and to solicit inquiries and obtain orders for, the Retail Services in the Uncertified Jurisdictions on a nonexclusive basis. Reseller shall have no authority to accept on behalf of GECCS or NEWS any order for the purchase of Retail Services, or to assume or create any liability or obligations, expressed or implied, on behalf of GECCS or NEWS, and any representation to the contrary will constitute a material breach of this Agreement. In performing its duties under this Article III, Reseller shall act solely as a sales representative in soliciting and obtaining orders for and otherwise promoting the sale of the Retail Services.

3.3 Rates and Tariffs. Reseller will not quote any rates or prices for the Retail Services other than rates or prices set forth in rate schedules delivered to Reseller by NEWS from time to time. Such rate schedules shall reflect the rates and prices set forth in the applicable GECCS tariffs, as such tariffs may be revised by GECCS from time to time.

3.4 Marketing Materials. All marketing and promotional materials used by Reseller in connection with the sale of Retail Services shall be submitted to NEWS for approval prior to their first use. NEWS shall review and comment on any such materials within five business days of their submission.

#### 3.5 Commission Payments.

(a) In consideration for Reseller's services as a sales representative for the sale of Retail Services, NEWS shall be obligated to pay to Reseller, for each Period during the term of this Agreement and, subject to Sections 14.5 and 14.6 hereof, for six Periods thereafter, a commission equal to the excess of the aggregate revenues collected during such Period from Retail Customers, over the sum of the following items:

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(i) any federal, state or local excise, sales or use taxes payable with respect to the Retail Services for which payment was received during such Period;

(ii) the relevant Wholesale Cost of the Retail Services for which payment was received during such Period;

(iii) any refunds or similar amounts paid to Retail Customers during such Period;

(iv) any credit charges assessed against Reseller during such Period pursuant to Section 3.6 hereof; and



(v) any prior advances to Reseller which become repayable during such Period.

(b) Notwithstanding Section 3.5(a) above, if after the application of Section 6.6(b) hereof as of any Settlement Date, GECCS has not received full payment for all Wholesale Services purchased by Reseller more than 75 days prior to such Settlement Date, any commission otherwise payable to Reseller shall be reduced by the amount still owed by Reseller to GECCS for such Wholesale Services.

### 3.6 Credit Charges.

(a) At the end of each Period, NEWS shall identify each Delinquent Receivable attributable to a Retail Customer, and shall calculate the Wholesale Cost of the Retail Services included in the monthly invoice related to each such Delinquent Receivable. The aggregate Wholesale Cost attributable to all such Delinquent Receivables shall be deducted from the commissions otherwise payable to Reseller pursuant to Section 3.5 hereof. If the amount of the deductions calculated with respect to any Period (together with the portion of any deductions carried forward from a prior Period) exceeds the amount of the commissions otherwise payable to Reseller with respect to such Period, such excess shall be carried forward and shall be a deduction against the commissions otherwise payable to Reseller with respect to the next succeeding Period.

(b) Notwithstanding Section 3.6(a) above, if Reseller requests the termination of a Retail Customer pursuant to Section 3.7(c) hereof, and NEWS fails to submit a blocking order to the applicable Carrier within five business days after its receipt of such request, no deduction shall be made with respect to any Delinquent Receivable, or portion thereof, attributable to Retail Services rendered to such Retail Customer after such five business days.

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(c) The aggregate deductions made pursuant to Section 3.6(a) with respect to any Quarter shall be limited to the aggregate commissions otherwise payable to Reseller pursuant to Section 3.5 with respect to such Quarter. If the deductions calculated pursuant to Section 3.6(a) with respect to any Quarter exceed the commissions otherwise payable to Reseller for such Quarter, any loss attributable to such excess shall be borne by GECCS.

### 3.7 Customer Termination.

(a) Reseller acknowledges and agrees that GECCS, as the provider of the Retail Services, shall have the unilateral right to terminate a Retail Customer at any time for reasons other than nonpayment; provided, however, that any such termination must be effected in accordance with applicable tariff provisions unless GECCS accepts full liability for any claims made as a result of such termination.

(b) GECCS acknowledges and agrees that for so long as Reseller maintains a positive commission account balance, GECCS will not, without the consent of Reseller, terminate a Retail Customer for nonpayment of an invoice for Retail Services unless such invoice is at least 120 days old.



(c) From time to time, Reseller may request that a Retail Customer be terminated for nonpayment of an invoice or other reasons; provided, however, that the reason for any requested termination must be sufficient cause for termination under the applicable tariff provisions. GECCS may, but shall not be required to, comply with such request.

## ARTICLE IV VOLUME COMMITMENT

4.1 Minimum Requirement. Reseller agrees that for each calendar month commencing on or after April, 1995, the sum of (i) the Usage Charges payable by Reseller with respect to Wholesale Services purchased by Reseller during such month, and (ii) the Usage Charges component of the Wholesale Cost of the Retail Services sold by GECCS to Retail Customers during such month, shall equal or exceed \$100,000.00

4.2 Failure to Satisfy Minimum. In the event that Reseller does not satisfy the minimum requirement set forth in Section 4.1, GECCS and NEWS shall have the following alternative remedies:

(a) GECCS and NEWS may terminate this Agreement immediately; or

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(b) GECCS and NEWS may increase the Usage Charges set forth in the Rate Schedule by 10% for any month in which Reseller fails to satisfy the minimum.

## ARTICLE V ORDERING PROCEDURES


5.1 Order Processing Procedures. All orders for Services shall be submitted by Reseller to NEWS in accordance with such order processing procedures as may be established by NEWS from time to time. In connection therewith, NEWS shall make available to Reseller an electronic order entry system, together with such related systems documentation as shall be reasonably required to properly operate such system. In addition, NEWS shall instruct Reseller's current order entry personnel in the use of such system.

5.2 Required Information. Each order submitted by Reseller shall specify whether the order is for Wholesale Services or Retail Services, and shall contain such other information as shall be required by NEWS from time to time. If Reseller submits an order for Services which is incomplete, or which otherwise fails to comply with the order processing procedures established by NEWS from time to time, NEWS may, in its sole discretion, either return the order to Reseller for completion or correction, or attempt to process the order in the condition submitted by Reseller.

5.3 Letter of Agency. Prior to the submission of any order for Services with respect to a particular Customer, Reseller shall obtain from such Customer a written letter of agency applicable to each billing telephone number and working telephone number covered by such order, or such other permitted form of authorization as shall comply with the rules and policies of the FCC regarding the presubscription of end users. Such letter of agency or other proof of authorization shall be retained by Reseller for the greater of 12 months or such other period as may be required by any applicable law, rule or regulation and shall be made available by Reseller to GECCS and NEWS within two business days after the request therefor. If Reseller utilizes order verification procedures which do not involve obtaining a written letter of agency from each Customer, Reseller shall provide to NEWS a description of such procedures, and all modifications thereto, in such detail as shall be reasonably acceptable to NEWS. Reseller shall be solely responsible for ensuring that any transfer of a Customer to GECCS conforms with all applicable FCC rules and policies and State regulations.

### 5.4 Acceptance of Orders.

(a) No order for Services will be binding upon GECCS unless and until such order has been approved by NEWS; provided, however, that NEWS shall not unreasonably withhold its approval of an order for Services. If NEWS refuses to approve an order for Services, it shall provide Reseller with notice of such rejection and the reason therefor.

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- (b) NEWS may verify any order for Services prior to acceptance.
- (c) Orders for switched Services will be accepted only in equal access areas.
- (d) Neither NEWS nor GECCS will be required to process any order for Retail Services from a Customer which does not satisfy the credit standard established by NEWS or GECCS from time to time.
- (e) Reseller acknowledges that even if an order for Services is accepted by NEWS, such order may be rejected by the Carrier that provides the network transmission services resold by GECCS as part of the Services, in which case such order shall not be binding upon NEWS or GECCS.

5.5 Modifications. With respect to each of its Customers, Reseller shall be responsible for effecting any additions, deletions or other changes with respect to the Services provided to such Customer pursuant to this Agreement. Any such modifications shall be made in accordance with such procedures as NEWS shall establish from time to time.



5.6 Provisioning. NEWS shall exercise its best efforts, consistent with sound commercial practice, to provide to each Customer on a timely basis the Services ordered by Reseller on behalf of such Customer. NEWS shall attempt to provide switched Services within 45 days, and dedicated Services within 60 days, of the receipt by it of an accurate and complete order for Services. Neither GECCS nor NEWS shall be liable for any provisioning delays caused by a Carrier, a local exchange company, or any other third party.

## ARTICLE VI BILLING AND COLLECTION

6.1 Billing Company. Depending on the particular telecommunications product or products ordered by Reseller hereunder, Reseller's Customers will be billed either (i) by AT&T or (ii) by a Billing Company selected jointly by Reseller and NEWS. If a Billing Company is utilized, the duties of such Billing Company, and the specific procedures to be followed by such Billing Company, and the specific procedures to be followed by such Billing Company, shall be established by NEWS after consultation with Reseller.

### 6.2 Format of Invoices.

(a) With respect to invoices prepared by AT&T, (i) the format of any invoice sent to a Wholesale Customer shall be determined by Reseller in conjunction with AT&T, and (ii) the format of any invoice sent to a Retail Customer shall be agreed upon by Reseller and NEWS in conjunction with AT&T.

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(b) With respect to invoices prepared by a Billing Company, (i) the format of any invoice sent to a Wholesale Customer shall be determined by Reseller in its sole discretion; provided, however, that no such invoice shall refer to either GECCS or NEWS without its express written consent, and (ii) the format of any invoice sent to a Retail Customer shall be agreed upon by Reseller and NEWS. Each invoice sent to a Retail Customer must state clearly that GECCS is the provider of the Retail Services, although Reseller's name and logo also may appear on the invoice in a manner consistent with applicable State regulations.

6.3 Costs. All third-party costs incurred in connection with the billing and collection process, including fees paid to AT&T or any Billing Company, postage and similar items, shall be paid by Reseller. In addition, Reseller shall be required to pay to NEWS the additional fees set forth on Addendum "B" attached hereto.

6.4 Customer Payments.

(a) Reseller acknowledges and agrees that all Customer payments attributable to AT&T-Billed Products are required to be sent directly to AT&T, and that AT&T will be instructed to forward to NEWS, as agent for GECCS, that portion of such payments which is payable to GECCS in accordance with the applicable AT&T Settlement Procedures. Reseller further acknowledges and agrees that all Customer payments attributable to Network-Billed Products are required to be sent to a lock-box controlled by NEWS or maintained by the Billing Company on behalf of NEWS.

(b) All payments received by NEWS with respect to Wholesale Customers shall be recorded in an account maintained in the name of Reseller and shall be disbursed in accordance with Section 6.5 or 6.6 hereof. All payments received by NEWS with respect to Retail Customers shall be recorded in an account maintained in the name of GECCS and shall be taken into account for purposes of determining the commissions payable to Reseller pursuant to Section 3.5 hereof as of the date of such receipt.

(c) In the event that Reseller shall receive directly any payment from a Customer with respect to an invoice for Services, Reseller shall forward such payment immediately to NEWS in the form in which collected, with any necessary endorsement thereon. NEWS shall then make whatever arrangements are necessary to apply such payment to the appropriate invoice or portion thereof.

(d) In the event that Reseller or any of its employees, agents or representatives intentionally diverts any Customer payment for Services, or fails to forward any such Customer payment to NEWS in accordance with Section 6.4(c) above, GECCS and NEWS may terminate this Agreement immediately. In addition, if Reseller does not remit an amount equal to such Customer payment to NEWS within three business days

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of the request therefor, then (i) Reseller shall forfeit any and all remaining amounts which may become payable to Reseller hereunder, (ii) NEWS and GECCS may utilize Reseller's CPNI to solicit directly any or all of Reseller's Customers, (iii) NEWS and GECCS may pursue criminal sanctions against any Person participating in the diversion of Customer payments, and (iv) NEWS and GECCS may exercise any and all other legal or equitable remedies available to them.

#### 6.5 Disbursement of Funds Received from AT&T.

(a) The settlement calculations and procedures made and utilized by NEWS in connection with any AT&T-Billed Product shall mirror, to the extent reasonably practicable, the AT&T Settlement Procedures applicable to such AT&T-Billed Product; provided, however, that Reseller's cost for the Services provided with respect to such AT&T-Billed Product shall be determined pursuant to the Rate Schedule.

(b) Notwithstanding Section 6.5(a) above, any settlement payment which Reseller would otherwise be entitled to receive with respect to an AT&T-Billed Product (i) shall be subject to NEWS' rights to set-off against such payment any Advances from NEWS which are then repayable, and (ii) may be applied by NEWS in payment of any Wholesale Services purchased by Reseller more than 75 days prior to the relevant Settlement Date.



#### 6.6 Disbursement of Funds Received for Network-Billed Products.

(a) Except as otherwise provided herein, all funds collected by NEWS during a Period from Wholesale Customers with respect to Network-Billed Products shall be disbursed by NEWS pursuant to the next monthly settlement process in the following order:

(i) First, an amount equal to the federal, state and local excise, sales and use taxes collected from Wholesale Customers during such Period with respect to Network-Billed Products shall be distributed to Reseller for remittance to the appropriate tax collecting authorities;

(ii) Second, all amounts owed to either GECCS or NEWS pursuant to any provision of this Agreement other than Section 2.1 shall be paid to either GECCS or NEWS, as the case may be;

(iii) Third, except as otherwise provided in 6.6(b) below, an amount equal to 15% of the remaining funds shall be paid to Reseller as an advance;

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(iv) Fourth, all amounts owed by Reseller to GECCS pursuant to Section 2.1 hereof shall be paid to GECCS; and

(v) Fifth, the remaining funds, if any, shall be paid to Reseller.

(b) Notwithstanding Section 6.6(b)(iii) above, no advances shall be made to Reseller pursuant to such Section after the termination of this Agreement. Furthermore, if as of any Settlement Date GECCS has not received full payment for all Wholesale Services purchased by Reseller more than 75 days prior to such Settlement Date, any advances otherwise payable to Reseller pursuant to Section 6.6(b)(iii) hereof shall be reduced by the amount still owed by Reseller to GECCS for such Wholesale Services.



6.7 Billing Inquiries. Reseller shall be solely responsible for responding to billing inquiries from Wholesale Customers. In addition, in its capacity as a sales representative of NEWS, Reseller shall use its best efforts to resolve billing questions raised by Retail Customers. If Reseller is unable to resolve a billing question raised by a Retail Customer, it shall forward such question to NEWS for final resolution.

6.8 Collection Efforts. Reseller shall be solely responsible for all collection efforts involving Wholesale Customers. In addition, in its capacity as a sales representative of NEWS, Reseller shall pursue initial collection efforts with respect to its Retail Customers. If Reseller's collection efforts with respect to a Retail Customer are unsuccessful, GECCS and NEWS may, but shall not be obligated to, pursue whatever collection efforts they deem reasonable under the circumstances.

6.9 On-Line Access. NEWS will provide Reseller with on-line access to accounts receivable data pertinent to Reseller's Customers. All necessary specifications for establishing such access will be furnished by NEWS to Reseller. All costs incurred in establishing such access, including hardware and software costs, if applicable, will be borne by Reseller. Once such access is established, NEWS will charge Reseller \$100 per month for providing such access.

## ARTICLE VII ACCOUNTING AND SETTLEMENT

7.1 Monthly Settlement. On or about the last business day of each calendar month during the term of this Agreement and for six months thereafter, NEWS shall prepare and deliver to Reseller a settlement statement summarizing the various financial transactions occurring between the Parties during the immediately preceding Period. The settlement statement shall include a reconciliation of the net amount payable by Reseller to GECCS, or by GECCS and NEWS to Reseller, as of the last day of the preceding Period, and such other

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relevant information as shall be agreed upon by the Parties from time to time. The settlement statement shall be accompanied by a check for the net amount, if any, payable by GECCS and NEWS to Reseller as of the last day of such Period.

7.2 Disputes. If Reseller disputes any calculation or amount shown on a settlement statement, it shall notify NEWS of such Dispute and the basis therefor within 10 business days of the receipt of such statement. NEWS shall respond to Reseller in writing within 10 business days of its receipt of Reseller's notice. If the Dispute is not resolved as a result of NEWS' response, Reseller and NEWS shall attempt to resolve such Dispute in accordance with Article XIII hereof.

7.3 Grant of Security Interest.

(a) As collateral for and in order to secure the payment of the various payment obligations of Reseller to GECCS hereunder now existing or hereafter incurred or arising (collectively, the "Obligations"), Reseller hereby grants to GECCS a continuing first priority security interest in and lien upon all accounts, contract rights, customer contracts, letters of agency, customer lists, Reseller's CPNI, instruments and documents, whether now owned or hereafter created or acquired, and all proceeds thereof, arising from or related to the sale of Services to its Customers. All property described in this Section 7.3(a) in which Reseller has granted to GECCS a security interest or security title hereunder, is collectively referred to as the "Collateral."

(b) Reseller agrees to execute such financing statements, continuation statements and other documents, and to take such other action, as may be required to perfect or to continue the perfection of the security interest granted hereby. Reseller further appoints NEWS as its true and lawful attorney-in-fact to execute and file any such documents, and to take any such action, as shall be required pursuant to this Section 7.3(b). Reseller shall provide NEWS with at least 30 days' prior written notice of any change in the location of its chief executive offices or principal place of business.

(c) Reseller hereby represents, warrants and covenants to GECCS that no other person has, or during the term of this Agreement will have, any right, title, interest, lien or claim in, on or to the Collateral. The security interest in the Collateral created hereby shall terminate only when all the Obligations have been paid in full.

**ARTICLE VIII**  
**REPRESENTATIONS AND WARRANTIES**

8.1 Representations and Warranties by Reseller. Reseller represents and warrants as follows:

(a) Reseller is currently in possession of all required certificates, has filed all necessary tariffs and is otherwise in compliance with all applicable laws, rules, regulations and tariffs relating to its activities as a reseller of telecommunications services at the federal level and in the States listed on Exhibit B attached hereto.

(b) Reseller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

(c) The execution, delivery and performance by Reseller of this Agreement are within Reseller's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Reseller's certificate of incorporation or by-laws or (ii) any law or contractual restriction binding on or affecting Reseller.

(d) There is no pending or threatened action or proceeding affecting Reseller or any of its Affiliates before any court, governmental agency or arbitrator which may materially adversely affect the financial condition or operations of Reseller or its ability to perform its obligations under this Agreement.



(e) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Reseller of this Agreement.

(f) This Agreement is the legal, valid and binding obligation of Reseller enforceable against Reseller in accordance with its terms.

8.2 Representations and Warranties by GECCS and NEWS. GECCS and NEWS represent and warrant as follows:

(a) GECCS currently is authorized to resell telecommunications products and services in all States other than Alaska, Hawaii, Maine and Rhode Island.

(b) GECCS is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Georgia, and NEWS is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware.

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(c) The execution, delivery and performance by GECCS and NEWS of this Agreement are within GECCS' corporate powers and NEWS' partnership powers, and do not contravene (i) GECCS' certificate of incorporation or partnership action, partnership certificate or agreement, or (iii) any law or contractual restriction binding on or affecting GECCS or NEWS.

(d) There is no pending or threatened action or proceeding affecting GECCS or NEWS before any court, governmental agency or arbitrator which may materially adversely affect the financial conditions of GECCS or NEWS or their ability to perform their obligations under this Agreement.

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by GECCS and NEWS of this Agreement.


(f) This Agreement is a legal, valid and binding obligation of GECCS and NEWS enforceable against GECCS and NEWS in accordance with its terms.

#### ARTICLE IX ADDITIONAL COVENANTS

9.1 Taxes. Reseller shall pay or cause to be paid, when due, all federal, state and local excise, sales and use taxes payable with respect to any Wholesale Services resold by Reseller to Wholesale Customers. GECCS shall pay or cause to be paid, when due, all federal, state and local excise, sales and use taxes payable with respect to any Retail Services.

9.2 Compliance With Laws. Each Party shall, at its own expense, comply with all federal, state and local laws and regulations relating to its duties, obligations and performance under this Agreement and shall procure all certificates, permits and licenses required in connection therewith.

9.3 Trademarks. Neither Party shall use the name or logo of the other Party or an Affiliate of the other Party without the prior express written consent of the other Party. All use by a Party of the other Party's name, trade names, trademarks, service marks and logos will inure to the benefit of the other Party. Each Party further agrees not to use the other Party's name, trade names, trademarks, service marks or logos as or with any part of any name, mark or trade name of the Party or any Affiliate of the Party. Without limiting any other provision of this Agreement, all uses by a Party of a name or logo of the other Party, whether on tangible materials or in communications in connection with the rendition of its duties hereunder, must conform to this Agreement and, where applicable, the policies and practices of the other Party furnished to the Party from time to time.

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9.4 Carrier Relationships. Reseller shall not represent to any third party or customer, directly or indirectly, that a Carrier jointly participates with either Party in providing telecommunications services to Customers hereunder; provided, however, to the extent permitted by applicable law or a Carrier's applicable policies and procedures, Reseller may advise Customers that the Services are provided via the Carrier's network.

9.5 Movement of Customers. Until this Agreement has been terminated or a written notice of non-renewal has been given pursuant to Section 14.2 hereof, Reseller shall not attempt to market to any existing Customer any telecommunications services which are competitive with the Services provided to such Customer unless such Customer requests in writing its removal from the GECCS network due to poor service, recurring outages, billing problems or similar causes.

9.6 Telemarketing. In the event that Reseller conducts telemarketing activities in connection with the solicitation of orders for Services, Reseller shall provide to NEWS, in advance, copies of all scripts used by Reseller or its agents in furtherance of such telemarketing activities. In addition, Reseller and its agents shall comply with all federal and state laws, rules and regulations applicable to such telemarketing activities.

## ARTICLE X CONFIDENTIALITY

10.1 Duty of Care. Each Party acknowledges that any Confidential Information which may be provided to it by the other Party may have substantial value to the Disclosing Party. Accordingly, each Receiving Party agrees to take all reasonable and necessary steps to preserve the confidentiality of all Confidential Information received from a Disclosing Party, whether communicated in writing, electronically, orally or otherwise. A Receiving Party shall use not less than the same degree of care to avoid disclosure of such Confidential Information as it uses with respect to its own proprietary and confidential information of like importance and, at a minimum, shall exercise reasonable care.

10.2 Confidential Information. For purposes of this Agreement, Confidential Information shall include, without limitation, the terms of this Agreement, Reseller's CPNI, customer lists and associated information, GECCS' and NEWS' agreements with AT&T or other Carriers, and such other confidential engineering, technical, financial, business, marketing, promotional and sales data as a Disclosing Party shall designate as "confidential," either in writing or orally.

10.3 Restrictions on Disclosure. Each Party recognizes and acknowledges that a Disclosing Party is disclosing Confidential Information solely to facilitate full performance of this Agreement by both Parties and each Receiving Party agrees to, and shall, use the

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Confidential Information disclosed to it by the Disclosing Party solely in furtherance of this purpose and not for any other purpose. A Receiving Party shall restrict disclosure of Confidential Information to such of its directors, officers, employees and agents as shall have obligated themselves in writing to comply with the restrictions on use and disclosure contained in this Agreement and who have a reasonable need to know such information for such purpose and shall reproduce such information only to the extent necessary for such purpose. A Receiving Party may disclose Confidential Information to a Consultant, but if it does so it must ensure that the Consultant is obligated in writing to abide by the restrictions on use and disclosure contained in this Agreement and that the Confidential Information bears appropriate legends or statements indicating the confidential and/or proprietary nature of the information. A Receiving Party shall be liable for any violation of the provisions of this Article X by any such Consultant. Except as expressly provided otherwise herein, a Receiving Party shall not disclose Confidential Information to any third party.

10.4 Exceptions. The restrictions on disclosure by a Receiving Party of Confidential Information shall not apply to (i) information which at the time of disclosure was generally available to the public; (ii) information which subsequent to its disclosure by the Disclosing Party to the Receiving Party is published or otherwise becomes available to the public through means other than an act or omission of the Receiving Party; (iii) information which was previously known to the Receiving Party free of any obligation to keep it confidential or which is subsequently and independently developed in good faith by the Receiving Party without reference to or use of the Confidential Information; and (iv) information rightfully acquired by a Receiving Party in good faith from a third party on a non-confidential basis without breach of an agreement to maintain said information in confidence. Notwithstanding anything to the contrary herein, a Receiving Party may disclose Confidential Information if required to do so by law, or if ordered to do so by a court or other governmental authority of competent jurisdiction; provided, however, that a Receiving Party shall provide the Disclosing Party prior written notice of any such mandated disclosure and exercise its best efforts, consistent with sound business practice, both to afford the Disclosing Party an opportunity to contest the disclosure and to itself limit the extent of the disclosure to the maximum extent practicable. Upon the request of the Disclosing Party, the Receiving Party shall use its best efforts to negotiate with any court or governmental authority of competent jurisdiction that has compelled such disclosure an appropriate protective order that would permit review of any Confidential Information only by the court or appropriate staff of the governmental authority and would limit any further disclosure to the maximum extent possible.

10.5 Ownership. Confidential Information disclosed to a Receiving Party is and shall remain the property of the Disclosing Party. By disclosing the Confidential Information to a Receiving Party, the Disclosing Party does not relinquish any of its proprietary rights and interests therein and hereby specifically reserves all such proprietary rights and interests to said Confidential Information. A Receiving Party shall return (or, with the consent of the Disclosing Party, which shall not be unreasonably withheld, destroy) all Confidential Information and all

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copies thereof, including, without limitation, written and electronic copies, as well as all summaries, notes or other documents, materials or things containing Confidential Information, to the Disclosing Party promptly upon the reasonable written request of the Disclosing Party and upon termination of this Agreement.

10.6 Injunctive Relief. In the event of a breach or threatened breach by a Receiving Party or its agents of the terms of this Article X, the Disclosing Party shall be entitled to an injunction prohibiting such breach in addition to other legal and equitable remedies available to it in connection with such breach. Each Party acknowledges that the Confidential Information of the other Party is valuable and unique and that the use or disclosure of such Confidential Information in breach of this Agreement will result in irreparable injury to the other Party.

10.7 Survival. The Parties hereby agree that the confidentiality and non-use undertakings reflected in this Article X shall survive the termination of this Agreement for a period of two years.



#### ARTICLE XI INDEMNIFICATION

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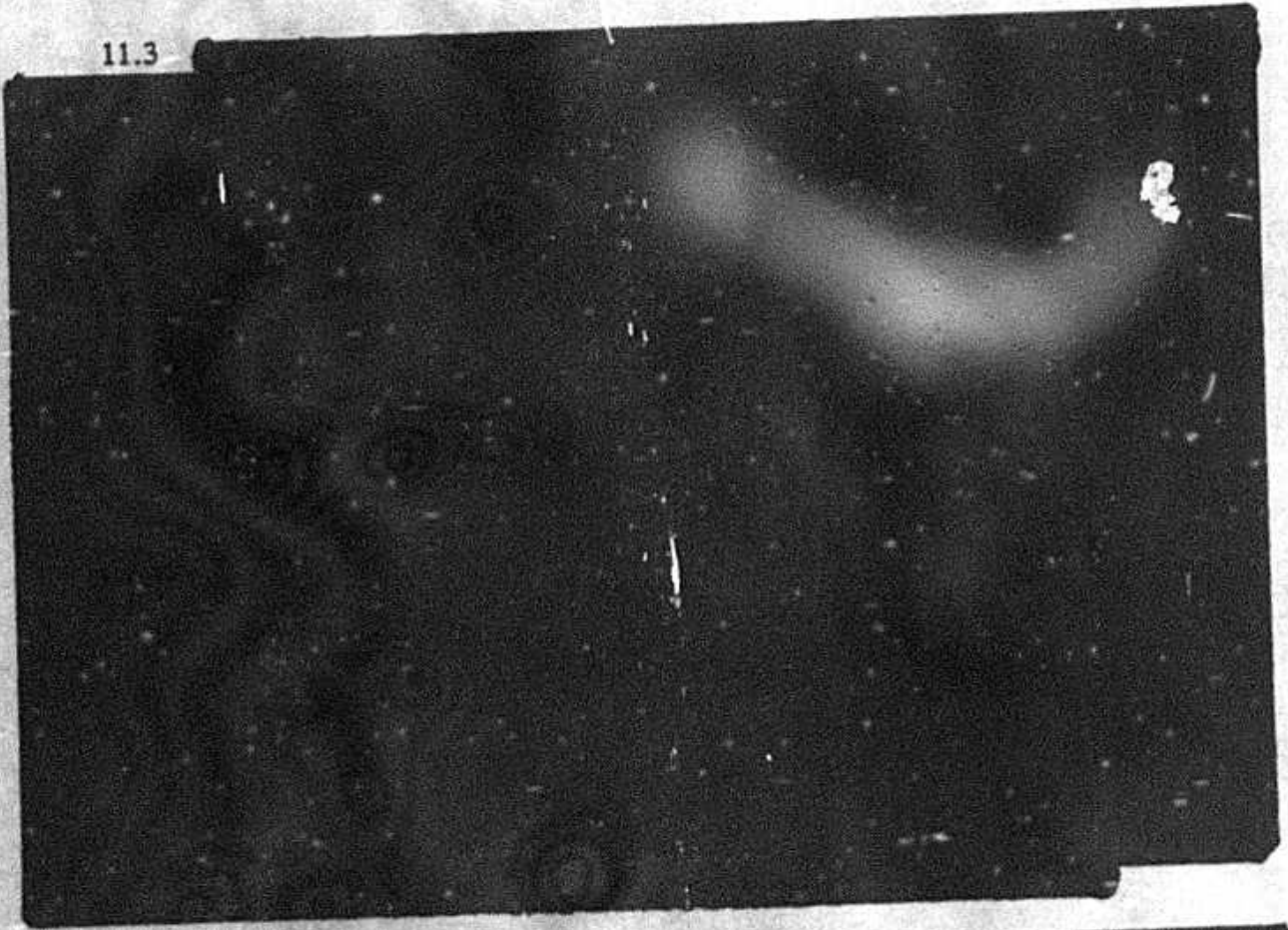


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**ARTICLE XII**  
**EVENTS OF DEFAULT**

12.1 Description. Each of the following events, separately, shall constitute an "Event of Default":

(a) A Party shall fail to pay when due any amount owed to the other Party pursuant to this Agreement and any such failure shall continue unremedied for 10 business days after written notice thereof shall be given to the defaulting Party by the non-defaulting Party;

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(b) Any representation or warranty made by a Party under or in connection with this Agreement shall prove to have been incorrect in any material respect when made;

(c) A Party shall fail to perform or observe in any material respect any material covenant contained in this Agreement, and any such failure shall remain unremedied for 20 business days after written notice thereof shall have been given to the defaulting Party by the non-defaulting Party;

(d) Any material provision of this Agreement shall for any reason cease to be valid and binding on a Party and such Party shall so state in writing;

(e) Any action by Reseller which directly or indirectly violates applicable FCC and/or state regulatory rules and policies, including, without limitation, FCC policies relating to "slamming," and which materially adversely impacts GECCS or NEWS; or

(f) The institution of any proceeding, voluntary or involuntary, in bankruptcy, insolvency, dissolution or liquidation by or against a Party, if such proceeding is not dismissed within 45 days.

12.2 Default by Reseller. Upon the occurrence of any Event of Default involving Reseller, GECCS and NEWS shall have the right to (i) suspend telecommunications services under this Agreement, (ii) terminate this Agreement and any other agreements or instruments delivered to GECCS or NEWS in connection with this Agreement, (iii) declare all amounts payable by Reseller to GECCS or NEWS hereunder immediately due and payable, and (iv) exercise all other remedies available to it under this Agreement and such other agreements and instruments or otherwise available at law or in equity.

12.3 Default by GECCS or NEWS. Upon the occurrence of any Event of Default involving GECCS or NEWS, Reseller shall have the right to (i) terminate this Agreement and any other agreements or instruments delivered to GECCS or NEWS in connection with this Agreement, (ii) declare all amounts payable by GECCS or NEWS to Reseller hereunder immediately due and payable, and (iii) exercise all other remedies available to it under this Agreement and such other agreements or instruments or otherwise available at law or in equity.

12.4 Cumulative Remedies. Each Party's rights and remedies hereunder shall be cumulative and the exercise by a Party of any particular right or remedy shall not prevent such Party from exercising any other right or remedy.

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## ARTICLE XIII DISPUTE RESOLUTION

13.1 General. The Parties recognize that during the term of this Agreement, various Disputes may arise. If such a Dispute arises, the Parties, through their appropriate personnel, shall attempt amicably to resolve the Dispute in an expeditious manner, utilizing the escalation procedure described in Section 13.2 below or any other method of alternate dispute resolution mutually agreeable to the Parties.

13.2 Escalation Procedure. In the event the Parties' personnel shall be unable to resolve any Dispute within 30 days, then the officer of each Party identified below shall designate a representative for such Party, who promptly shall be notified of the Dispute by such officer. The designated representatives shall then attempt to resolve the Dispute. If the representatives are unable to resolve the Dispute within 15 days, either Party may refer the Dispute to its respective officer hereinafter identified: Reseller's Vice President of Marketing - David J. Olivert; and NEWS' President - Patrick A. Bello. Such officers shall have 15 days from the date of the referral in which to attempt to resolve the Dispute. In the event any Dispute cannot be resolved between the Parties pursuant to this Section 13.2, the Dispute shall be resolved through binding arbitration in accordance with Sections 13.3 and 13.4 below.

13.3 Arbitration Procedures. Any arbitration of a Dispute shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the City of Atlanta, Georgia. The arbitrator shall give effect to statutes of limitations in determining any Dispute. Any Dispute concerning whether an issue is arbitrable shall be determined by the arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction. In rendering any decision or making findings of fact the arbitrator shall apply the express intentions of the parties set forth in this Agreement and the laws of the State of Georgia, including, without limitation, any applicable statutes, regulations and binding judicial decisions, as such would be applied by the courts of the State of Georgia and the United States District Court for the Northern District of Georgia.

13.4 Selection of Arbitrator. In connection with any arbitration having an amount in controversy of less than \$1,000,000.00, such arbitration shall be conducted by a single arbitrator, chosen by the AAA. The AAA shall be guided by any applicable rules with respect to the choosing of an arbitrator for arbitration conducted pursuant to the Commercial Arbitration Rules of the AAA, and, in addition thereto, (i) the AAA shall attempt to appoint an arbitrator having a technical background, where available, consistent with the technical issues and procedures which are the subject matter of this Agreement, and (ii) the AAA shall prefer an arbitrator who is an attorney in good standing and licensed to practice law in the State of

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Georgia. In connection with any arbitration where the amount in controversy is equal to or exceeds \$1,000,000.00, the arbitration shall be conducted by a panel of three or more arbitrators chosen by the AAA, giving preference to those factors identified in subsections (i) and (ii) in the foregoing sentence.

#### ARTICLE XIV TERM OF AGREEMENT



14.1 Initial Term. Unless sooner terminated in accordance with Section 14.3 hereof, the initial term of this Agreement shall commence on the date hereof and shall continue until December 31, 1996.

14.2 Renewal. Upon the conclusion of the initial term or any renewal term, this Agreement shall be renewed automatically and shall continue in effect for an additional one year renewal term unless either Party delivers to the other Party a written notice of non-renewal at least 90 days prior to the expiration of the initial term or the then current renewal term.

14.3 Termination Upon Default. Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement immediately by delivering a written notice of termination to the defaulting Party.

14.4 Removal of Customers. Upon the expiration or termination of this Agreement, Reseller shall have 120 days to move any or all of the Customers to another provider of long distance telecommunications services; provided, however, that Reseller shall not move any Retail Customer to another service provider unless (i) Reseller has obtained from such Retail Customer a written letter of agency, or such other permitted form of authorization as shall comply with the rules and policies of the FCC regarding the presubscription of end users, which authorizes Reseller to effect such move, and (ii) Reseller is current with respect to the payment of all its obligations to GECCS and NEWS. For purposes of this Section 14.4, Reseller shall be considered to be "current" if, pursuant to the most recent monthly settlement, Reseller received a payment greater than the amount of any advances from GECCS or NEWS included in such payment.

14.5 Settlement Process. Upon the expiration or other termination of this Agreement, the accounting and settlement process described in Article VII hereof shall continue for six additional Periods; provided, however, that no commissions or other amounts shall be paid to Reseller unless and until GECCS and NEWS have received full payment for all amounts owed to them in connection with this Agreement, including full payment for (i) all Wholesale Services purchased by Reseller during any prior Period, and (ii) the Wholesale Cost of all Retail Services sold by GECCS to Retail Customers during any prior Period; and further provided, that no payments shall be made to Reseller hereunder if it fails to comply with its post-termination responsibilities, as set forth in Section 14.6 hereof. After the conclusion of said six Periods, no further payments shall be made to Reseller pursuant to this Agreement.

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#### 14.6 Post-Termination Responsibilities.

(a) During the six Periods following the expiration or termination of this Agreement, Reseller (i) shall assist GECCS and NEWS in the collection of all accounts receivable arising as a result of the sale of Services to Customers, whether such sale occurs before or after termination, and (ii) shall continue to provide customer support and service to Customers through an office or other place of business maintained during normal business hours.

(b) GECCS and NEWS shall use reasonable efforts to assist and cooperate, at Reseller's expense if GECCS and NEWS are not a defaulting Party, in transferring all the Customers to another provider of long distance telecommunications services selected by Reseller.

(c) Upon the expiration or termination of this Agreement, each Party agrees to (i) immediately cease all use of the other Party's name, trade names, trademarks and service marks, and logo and immediately deliver to the other Party any and all materials bearing the other Party's name, tradenames, marks or logos, and (ii) return all proprietary and confidential information of the other Party to the other Party. The obligations contained in this Section 14.6(c) shall survive the termination of this Agreement.

(d) The expiration or termination of this Agreement shall not release either Party from any liability, obligation or agreement which, pursuant to any provision of this Agreement, is to survive or be performed after such expiration or termination.

### ARTICLE XV RELATIONSHIP OF THE PARTIES

15.1 Wholesale Services. With respect to the Wholesale Services, Reseller's relationship to GECCS shall be that of a purchaser of services only. Reseller shall contract directly with its Wholesale Customers in its own name and shall not represent itself to be the agent or representative of either GECCS or NEWS.

15.2 Retail Services. With respect to the Retail Services, Reseller's relationship to NEWS shall be that of an independent contractor only; nothing in this Agreement shall be construed to create the relationship of employment, agency, partnership, joint venture or otherwise.

15.3 No Joint Employment. Nothing in this Agreement shall be construed to constitute Reseller and NEWS or GECCS as joint employers or NEWS or GECCS as a special employer of any employee or agent of Reseller.

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**ARTICLE XVI**  
**MISCELLANEOUS**

16.1 Entire Agreement. This Agreement constitutes the entire agreement among of the Parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the Parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated orally, but only by an agreement in writing signed by the Party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

16.2 Waiver. Any failure on the part of any Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by any other Party to whom such compliance is owed. A waiver under this Article 16.2 must be in writing signed by the Party to whom compliance is owed, as specified in Article 16.1 above. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.3 Severability. In the event that any provision of this Agreement or any word, phrase, clause, sentence or other portion thereof should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

16.4 Governing Law. This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Georgia.

16.5 Notices. All notices, requests, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally by the sender or a private overnight courier service, or sent by pre-paid, first class, certified or registered mail, return receipt requested, or by facsimile transmission, to the intended recipient thereof at its address or facsimile number set out below. Any such notice, demand or communication shall be deemed to have been duly given immediately if given or made by confirmed facsimile, on the next business day if sent by private courier, or five days after mailing, and in proving same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted, or that receipt of a facsimile was confirmed by the recipient. The addresses and facsimile numbers of the Parties for purposes of this Agreement are:

GECCS:

654) Powers Ferry Road  
Suite 100  
Atlanta, Georgia 30339  
Facsimile: (404) 952-2473

Initial: [Signature]  
Initial: [Signature]  
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NEWS: 484 Norristown Road  
Suite 126  
Blue Bell, Pennsylvania 19422  
Facsimile: (610) 940-1146

RESELLER: 10 Furler Street  
Totowa, NJ 07512  
Facsimile: 201-256-3060

Any Party may change the address or facsimile number to which notices, requests, demands or other communications to such Party shall be delivered or mailed by giving notice thereof to the other Party hereto in the manner provided herein.



16.6 Conflict with Tariff. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable tariff, the terms and conditions of such tariff shall control; provided, however, that GECCS shall not file a new GECCS tariff, or an amendment to an existing GECCS tariff, which has the effect of abrogating in any material respect GECCS' obligations to Reseller hereunder.

16.7 Force Majeure. If performance by either Party of any part of this Agreement is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, earthquake, explosion, power blackout, civil disturbance, labor dispute, war, change in government regulation, court action, failure, action, inaction or delay on the part of any Carrier relative to services provided to GECCS, any act of God, or any other cause beyond the direct control of that Party, then that Party shall be excused from such performance during the period of such prevention, hinderance or delay.

16.8 Existing Contracts. Reseller acknowledges and agrees that this Agreement supersedes and replaces all prior marketing and other agreements, if any, by and between Reseller and Enterprise Telecom Services, Inc. ("ETS"), a predecessor to NEWS, and Reseller hereby consents to the assignment by ETS of all its rights, obligations and interest under said prior agreements to GECCS and NEWS. Reseller shall cooperate with GECCS and NEWS to the extent reasonably required in connection with any transition matters related to said assignment.

16.9 Amendments. This Agreement may not be changed, altered or modified unless such change, alteration or modification is clearly established in writing and signed by authorized representatives of each Party.

16.10 Assignment. Neither Party shall assign any or all of its rights under this Agreement without the express written consent of the other Party, such consent not to be unreasonably withheld; provided, however, that GECCS may assign its rights and obligations under this Agreement to NEWS without the consent of Reseller.

Initial   
Initial   
ATL-89633.5



16.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be effective as to the Parties thereto and each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized the day and year first written above.

GECCS:

**GE CAPITAL COMMUNICATION  
SERVICES CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*  
PRESIDENT

NEWS:

**NEW ENTERPRISE WHOLESALE  
SERVICES, LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*  
President

RESELLER:

**TELCOM NETWORK, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*  
VP Marketing

Initial *[Signature]*

Initial *[Signature]*

ATL-89635.5

**ADDENDUM "A"**

**RATE SCHEDULE**

Addendum A  
**NEWS Reseller Volume Discount Schedule**

Monthly Reseller Revenue

Product	Category	Discount 1	Discount 2	Discount 3	Discount 4	Discount 5
<b>Celebrity - Outbound AT&amp;T MLB Billed or Network Billed</b>						
Interstate						
Intrastate						
International						
<b>CelebrityPlus - Inbound AT&amp;T Billed</b>						
Interstate*						
Intrastate						
International						
<b>MAXIMA - Outbound AT&amp;T or Network Billed</b>						
Interstate						
Intrastate						
International						
<b>Option 24 - Switched Inbound Network Billed</b>						
Interstate						
Intrastate						
International						
<b>GE - Option 7 - Outbound Network Billed</b>						
Interstate						
Intrastate						
International - VTNS Countries						
International - SDN Countries						
<b>3E - Option 7 - Inbound Network Billed</b>						
Interstate						
Intrastate						
International - VTNS Countries						
<b>Spirit</b>						
Interstate						
Intrastate						
International						

The reseller volume discounts are incremental discounts and do not go back to the first dollar.  
 \* denotes different discount for Day, Evening/Night/Weekend.

Example: A customer who generates [redacted] in usage in the third month and generates [redacted] in month 8 on all Interstate MAXIMA would be charged at the following discounts for month 8:

[redacted] [redacted]

**TNI Special Pricing**

Based on the volume expected from TNI, TNI will start at the highest discount level [redacted]. If month 3 usage is less than [redacted] or month 6 usage is less than [redacted] then TNI will revert to the standard discount schedule which uses month 3 usage to determine the starting discount (as in the example above). This adjustment if needed will begin with month 7 usage and is not retroactive.

Discount Schedule  
 Effective September 15, 1997  
 Initial [redacted]  
 Initial [redacted]

**Celebrity**

Sample Rates at Various Discount Levels

**Switched and Dedicated Outbound**

<u>Interstate Mileage Band</u>	Gross Base Rate	Reseller Volume Discount
Flat Rate Switched	[REDACTED]	[REDACTED]
Flat Rate Dedicated	[REDACTED]	[REDACTED]
Intrastate	[REDACTED]	[REDACTED]
International	[REDACTED]	[REDACTED]

Installation Charges:

As tariffed by AT&T; presently there are NO installation charges for switched outbound

Recurring Monthly Fee:

As tariffed by AT&T; presently there are NO monthly recurring charges associated with switched outbound services

Rate Stability:

Interstate Rates are stable through the end of 1997.

Billing Options:

MLB billed by AT&T -- end user rate of .183 per minute switched and .131 dedicated. If Network billed add \$.0035/minute.

(Note: All discounts are credited monthly towards Interstate usage.)

Effective September 15, 1994

**celebrityPlus**

**Switched and Dedicated Inbound**

**Simple Rates at Various Discount Levels**

CSTP II Discount of [redacted] and RVPP Discount (example [redacted])  
 Plus additional Reseller Discount (net of other discounts)

Interstate Mileage Band	CSTP Base Rate*	Reseller Add'l Volume Discount
Day - Switched	[redacted]	[redacted]
0-292	[redacted]	[redacted]
Greater than 292	[redacted]	[redacted]
Day - Dedicated	[redacted]	[redacted]
0-292	[redacted]	[redacted]
Greater than 292	[redacted]	[redacted]
Eve., Night, Weekend - Switched	[redacted]	[redacted]
0-292	[redacted]	[redacted]
Greater than 292	[redacted]	[redacted]
Eve., Night, Weekend - Dedicated	[redacted]	[redacted]
0-292	[redacted]	[redacted]
Greater than 292	[redacted]	[redacted]
Intrastate	Megacom 800 and Readyline Base	N/A    N/A    N/A    N/A    N/A

(Note: All discounts are credited monthly towards Interstate usage.)

**Example (with Reseller earning 16% additional discount):**  
 Base Readyline Rate: [redacted] CSTP discount = [redacted] = [redacted] (End-User Cost)  
 Reseller Margin: [redacted] (End-User Cost) x [redacted] = [redacted] (Reseller cost) or MARGIN of [redacted] per minute!

**Installation Charges:** As tariffed by AT&T for Readyline and Megacom 800  
**Recurring Monthly Fee:** As tariffed by AT&T for Readyline and Megacom 800  
**Rate Stability:** \*Prices are based on Megacom 800 and Readyline and are subject to change.  
**Billing Options:** AT&T direct billing at base Readyline and MEGACOM 800 rates less less the CSTP II and RVPP discounts.

Effective September 1

**Tariff 12 - Option 7**

Example Rates at Various Discount Levels

**Switched Inbound**

Interstate Mileage Band	Gross Base Rate*	Reseller Volume Discount
<b>Day</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Evening</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Night</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
Intrastate	Readylin's Base	[REDACTED]
International		[REDACTED]

(Note: All discounts are credited monthly towards Interstate usage.)

\*Gross base Rate subject to change

Installation Charges: \$200 per location: charges are waived if the location remains on the Network for 24 months.  
 Recurring Monthly Fee: \$20 per location  
 Rate Stability: Interstate rates are stable through June 23, 1996.  
 Billing Options: Network billing - with GE logo available.

Effective September 15, 1994

Initial *[Signature]*  
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**Tariff 12 - Option 7**

Sample Rates at Various Discount Levels

**Switched Outbound**

<u>Interstate Mileage Band</u>	<u>Gross Base Rate*</u>	<u>Reseller Volume Discount</u>
<b>Day</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Evening</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Night</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Intrastate</b>	[REDACTED]	[REDACTED]
<b>International</b>	[REDACTED]	[REDACTED]
<b>VTNS Countries</b>	[REDACTED]	[REDACTED]
<b>SDN Countries</b>	[REDACTED]	[REDACTED]

(Note: All discounts are credited monthly towards Interstate usage.)

\*Gross Base Rate subject to change

<b>Installation Charges:</b>	\$200 per location; however waived if the location remains on the Network for 24 months.
<b>Recurring Monthly Fee:</b>	\$20 per location
<b>Rate Stability:</b>	Interstate rates are stable through June 23, 1996.
<b>Billing Options:</b>	Network billing - with GE logo available.

Effective September 15, 1994

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**Tariff 12 - Option 7**

**Dedicated Inbound**

*Multiple Rates at Various Discount Levels*

<u>Interstate Mileage Band</u>	<u>Gross Base Rate*</u>	<u>Reseller Volume Discount</u>
<b>Day</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Evening</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Night</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Intrastate</b>	[REDACTED]	[REDACTED]

(Note: All discounts are credited monthly towards Interstate usage.)

\*Gross Base Rate subject to change

Installation Charges:	\$20 per port; however charge waived if the location remains on Network for 24 months.
Recurring Monthly Fee:	\$5 per port
Rate Stability:	Interstate rates are stable through June 23, 1996.
Billing Options:	Work billing - with GE logo available.

Effective September 15, 1994

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**Tariff 12 - Option 7**

**Dedicated Outbound**

Sample Rates at Various Discount Levels

Interstate Mileage Band	Gross Base Rate*	Reseller Volume Discount
<b>Day</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Evening</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Night</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
Intrastate	[REDACTED]	[REDACTED]
International	[REDACTED]	[REDACTED]
VTNS Countries	[REDACTED]	[REDACTED]
SDN Countries	[REDACTED]	[REDACTED]

(Note: All discounts are credited monthly towards Interstate usage.)

\*Gross Base Rate Subject to Change

Installation Charges: \$20 per port; however charge waived if the location remains on Network for 24 months.

Recurring Monthly Fee: \$5 per port

Rate Stability: Interstate rates are stable through June 23, 1996.

Billing Options: Network billing - with GE logo available.

Effective September 15, 1994

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**Dedicated-to-Dedicated Outbound**

**Tariff 12 - Option 7**

See Rates at Various Discount Levels

Interstate Mileage Band	Gross Base Rate*	Reseller Volume Discount
<b>Day</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Evening</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
<b>Night</b>		
0-55	[REDACTED]	[REDACTED]
56-292	[REDACTED]	[REDACTED]
293-430	[REDACTED]	[REDACTED]
431-925	[REDACTED]	[REDACTED]
926-1910	[REDACTED]	[REDACTED]
1911-3000	[REDACTED]	[REDACTED]
3001-4250	[REDACTED]	[REDACTED]
4251-5750	[REDACTED]	[REDACTED]
Intrastate	[REDACTED]	[REDACTED]
International	[REDACTED]	[REDACTED]
VTNS Countries	[REDACTED]	[REDACTED]
SDN Countries	[REDACTED]	[REDACTED]

(Note: All discounts are credited monthly towards Interstate usage.)

\*Gross Base Rate Subject to Change

Installation Charges: \$20 per port; however waived if the location remains on the Network for 24 months.  
 Recurring Monthly Fee: \$5 per port  
 Rate Stability: Interstate rates are stable through June 23, 1996.  
 Billing Options: Network billing - with GE logo available.

Effective September 15, 1996

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 Initial [Signature]

**MAXIMA**

**Switched Outbound**

*Example Rates at Various Discount Levels*

	SDN Base*	Reseller Volume Discount
<u>Interstate Mileage Band</u>		
Day		
0-55		
56-292		
293-430		
431-925		
926-1910		
1911-3000		
Evening, Night and Weekend		
Intrastate		
International		

(Note: All discounts are credited monthly towards Interstate usage.)

Installation Charges:	As tariffed by AT&T for SDN services
curring Monthly Fee:	As tariffed by AT&T for SDN services
Rate Stability:	*Rates are based on SDN Rates and are therefore subject to change
Billing Options:	Network billing - with GE logo as option; or AT&T MLB direct billing.
Billing Cost:	Add \$0.0035/minute for billing if rebilled by NEWS

Effective September 15, 1994

**MAXIMA**

**Dedicated Outbound**

Example Rates at Various Discount Levels

Interstate Mileage Band	SDN Base*	Reseller Volume Discount
<b>Day</b>		
0-55		
56-292		
293-430		
431-925		
926-1910		
1911-3000		
3001-4250		
4251-5750		
<b>Evening, Night and Weekend</b>		
0-55		
56-292		
293-430		
431-925		
926-1910		
1911-3000		
3001-4250		
4251-5750		
intrastate		
International		

(Note: All discounts are credited monthly towards interstate usage.)

Installation Charges:	As tariffed by AT&T for SDN services
Recurring Monthly Fee:	As tariffed by AT&T for SDN services
Rate Stability:	*Rates are based on SDN Rates and are therefore subject to change
Billing Options:	Network billing - with GE logo as option; AT&T MLB direct billing.
Billing Cost:	Add \$0.0035/minute for billing if rebilled by NEWS

Effective September 15, 1994

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**Switched Inbound**

**Tariff 12 - Option 24**

*Sample Rates at Various Discount Levels*

<u>Interstate Mileage Band</u>		<u>Gross Base Rate*</u>	<u>Reseller Volume Discount</u>
<b>Day</b>			
0-55			
56-292			
293-430			
431-925			
926-1910			
1911-3000			
3001-4250			
4251-5750			
<b>Evening</b>			
0-55			
56-292			
293-430			
431-925			
926-1910			
1911-3000			
3001-4250			
4251-5750			
<b>Night</b>			
J-55			
56-292			
293-430			
431-925			
926-1910			
1911-3000			
3001-4250			
4251-5750			
<b>Intrastate</b>			

(Note: All discounts are credited monthly towards interstate usage.)

\*Gross Base Rate Subject to Change

Installation Charges: \$0 None

Recurring Monthly Fee: \$0 \$20 per month if usage falls below \$40 per month usage per location is greater than \$40/month.

Rate Stability: Subject to change with 90-days notice

Billing Options: Network billing - with GE logo available

Effective September 15, 19

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Sprint

**Switched Inbound and Outbound**

Example Rates at Various Discount Levels

<u>Interstate Mileage Band</u>	<u>Gross Base Rate *</u>	<u>Reseller Volume Discount</u>
Flat Rate Outbound	[REDACTED]	[REDACTED]
Flat Rate Inbound	[REDACTED]	[REDACTED]
Flat Rate Calling Card	[REDACTED]	[REDACTED]
Bong Charge	[REDACTED]	[REDACTED]
Intrastate	[REDACTED]	[REDACTED]
International	[REDACTED]	[REDACTED]

(Note: All discounts are credited monthly towards Interstate usage.) \* Gross Base Rates are subject to change.

Installation Charges:	N/A
Recurring Monthly Fee:	8.00 per 800 number.
Rate Stability:	Interstate Rates are stable through the end of 1997. Intrastate and International rates are based on Dial 1 Wats and 800 Rates and are subject to change.
Billing Cost	0.0035 per minute.
Billing Options:	Network billed through NEWS selected billing companies, currently EDS and CommSys.
Restriction:	No more than 15% of the ANIs on this product can be existing Sprint users. Existing user is any ANI on Sprint in the past 90 days.
ANI Charge:	50.00 for every ANI over the 15% existing Sprint ANI Restriction.

Effective September 15, 1999

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Initial *FT*

Spirit Intrastate  
Dial 1

<u>State</u>	<u>Time Period</u>	<u>WATS Rate</u>	<u>Total Discount</u>	<u>Cost to Reseller</u>
Alabama	Day		%	
	Eve		%	
	Nt/Wknd		%	
Arkansas	Day		%	
	Eve		%	
	Nt/Wknd		%	
Arkansas Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
Arizona	Day		%	
	Eve		%	
	Nt/Wknd		%	
California	Day		%	
	Eve		%	
	Nt/Wknd		%	
California Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
Colorado	Day		%	
	Eve		%	
	Nt/Wknd		%	
Connecticut	Day		%	
	Eve		%	
	Nt/Wknd		%	
Delaware	Day		%	
	Eve		%	
	Nt/Wknd		%	
Florida	Day		%	
	Eve		%	
	Nt/Wknd		%	
Georgia	Day		%	
	Eve		%	
	Nt/Wknd		%	
Iowa	Day		%	
	Eve		%	
	Nt/Wknd		%	
Idaho	Day		%	
	Eve		%	
	Nt/Wknd		%	
Illinois	Day		%	
	Eve		%	
	Nt/Wknd		%	
Indiana	Day		%	
	Eve		%	
	Nt/Wknd		%	

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Spirit Intrastate

Dial 1

WATS Rate

Total Discount

Cost to Reseller

State	Time Period	WATS Rate	Total Discount	Cost to Reseller
Kansas	Day		%	
	Eve		%	
	Nt/Wknd		%	
Kentucky	Day		%	
	Eve		%	
	Nt/Wknd		%	
Louisiana	Day		%	
	Eve		%	
	Nt/Wknd		%	
Massachusetts	Day		%	
	Eve		%	
	Nt/Wknd		%	
Maryland	Day		%	
	Eve		%	
	Nt/Wknd		%	
Maine	Day		%	
	Eve		%	
	Nt/Wknd		%	
Michigan	Day		%	
	Eve		%	
	Nt/Wknd		%	
I. sota	Day		%	
	Eve		%	
	Nt/Wknd		%	
Minnesota Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
Minnesota Mileband 3	De /		%	
	Eve		%	
	Nt/Wknd		%	
Missouri	Day		%	
	Eve		%	
	Nt/Wknd		%	
Missouri Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
Missouri Mileband 3	Day		%	
	Eve		%	
	Nt/Wknd		%	
Mississippi	Day		%	
	Eve		%	
	Nt/Wknd		%	
Montana	Day		%	
	Eve		%	
	Nt/Wknd		%	

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Spirit Intrastate

Dial 1

<u>rate</u>	<u>Time Period</u>	<u>WATS Rate</u>	<u>Total Discount</u>	<u>Cost to Reseller</u>
Montana Mileband 2	Day	[REDACTED]	[REDACTED]	[REDACTED]
	Eve			
	Nt/Wknd			
North Carolina	Day			
	Eve			
	Nt/Wknd			
North Carolina Mileband 2	Day			
	Eve			
	Nt/Wknd			
North Carolina	Day			
	Eve			
	Nt/Wknd			
North Dakota	Day			
	Eve			
	Nt/Wknd			
North Dakota Mileband 2	Day			
	Eve			
	Nt/Wknd			
New Hampshire	Day			
	Eve			
	Nt/Wknd			
I 'ca	Day			
	Eve			
	Nt/Wknd			
Nebraska Mileband 2	Day			
	Eve			
	Nt/Wknd			
Nebraska Mileband 3	Day			
	Eve			
	Nt/Wknd			
New Jersey	Day			
	Eve			
	Nt/Wknd			
New Mexico	Day			
	Eve			
	Nt/Wknd			
New Mexico Mileband 2	Day			
	Eve			
	Nt/Wknd			
Nevada	Day			
	Eve			
	Nt/Wknd			
New York	Day			
	Eve			
	Nt/Wknd			

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Spirit Intrastate  
Dial 1

<u>State</u>	<u>Time Period</u>	<u>WATS Rate</u>	<u>Total Discount</u>	<u>Cost to Reseller</u>
Ohio	Day	[REDACTED]	%	[REDACTED]
	Eve		%	
	Nt/Wknd		%	
Oregon	Day		%	
	Eve		%	
	Nt/Wknd		%	
Oregon Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
Oregon Mileband 3	Day		%	
	Eve		%	
	Nt/Wknd		%	
Oregon Mileband 4	Day		%	
	Eve		%	
	Nt/Wknd		%	
Oregon Mileband 5	Day		%	
	Eve		%	
	Nt/Wknd		%	
Pennsylvania	Day		%	
	Eve		%	
	Nt/Wknd		%	
Hawaii	Day		%	
	Eve		%	
	Nt/Wknd		%	
South Carolina	Day		%	
	Eve		%	
	Nt/Wknd		%	
South Carolina Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
South Dakota	Day	%		
	Eve	%		
	Nt/Wknd	%		
South Dakota Mileband 2	Day	%		
	Eve	%		
	Nt/Wknd	%		
South Dakota Mileband 3	Day	%		
	Eve	%		
	Nt/Wknd	%		
Tennessee	Day	%		
	Eve	%		
	Nt/Wknd	%		
Texas	Day	%		
	Eve	%		
	Nt/Wknd	%		

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Spirit Intrastate  
Dial 1

<u>rate</u>	<u>Time Period</u>	<u>WATS Rate</u>	<u>Total Discount</u>	<u>Cost to Reseller</u>
Utah	Day	[REDACTED]	%	[REDACTED]
	Eve		%	
	Nt/Wknd		%	
Virginia	Day		%	
	Eve		%	
	Nt/Wknd		%	
Vermont	Day		%	
	Eve		%	
	Nt/Wknd		%	
Washington	Day		%	
	Eve		%	
	Nt/Wknd		%	
Washington Mileband 2	Day		%	
	Eve		%	
	Nt/Wknd		%	
Washington Mileband 3	Day	%		
	Eve	%		
	Nt/Wknd	%		
Wisconsin	Day	%		
	Eve	%		
	Nt/Wknd	%		
Virginia	Day	%		
	Eve	%		
	Nt/Wknd	%		
Wyoming	Day	%		
	Eve	%		
	Nt/Wknd	%		

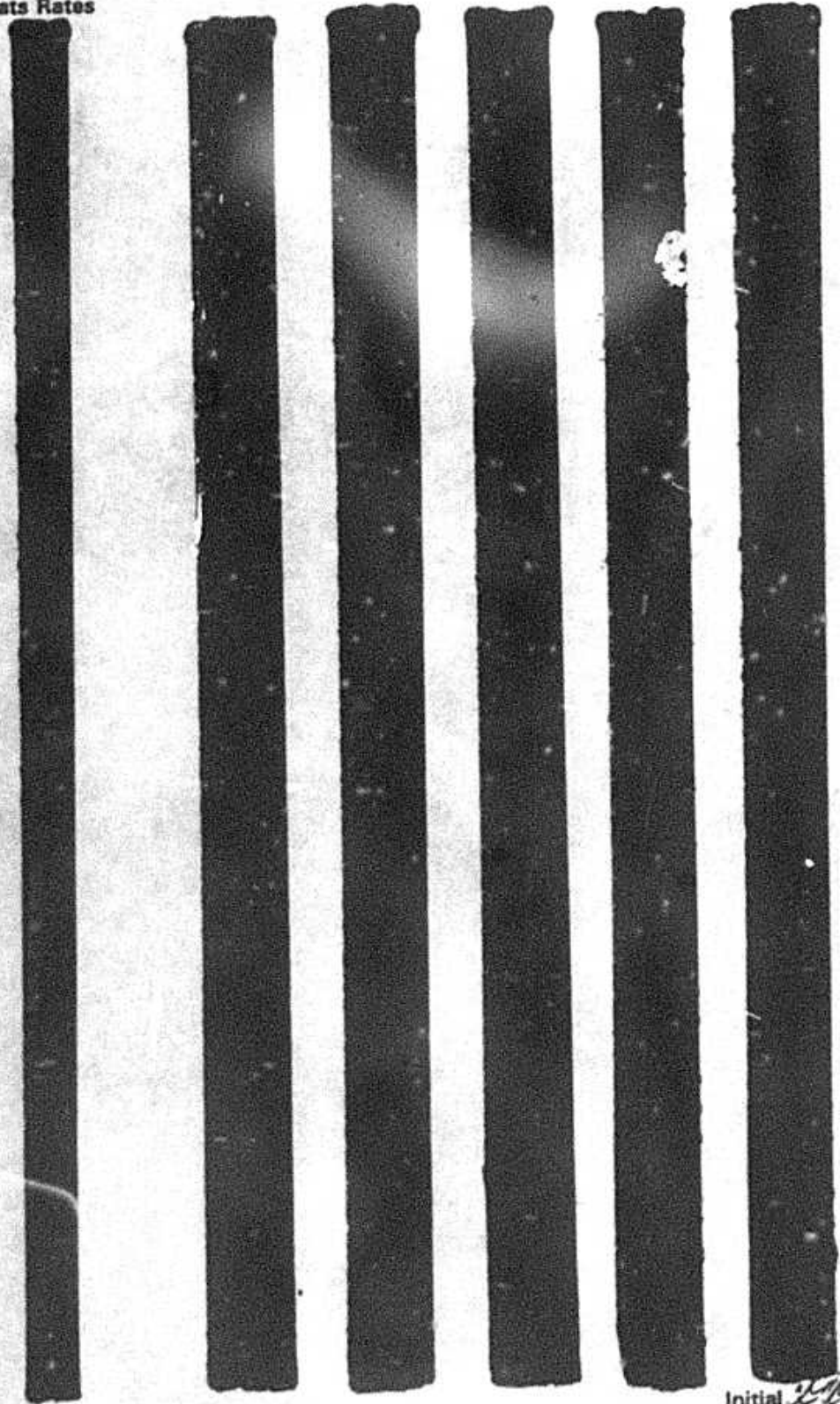
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**Spirit**  
**21 International Country Prices**

Dial 1  
Wats Rates

Discounts

Australia	Standard Discount Economy
Austria	Standard Discount Economy
Belgium	Standard Discount Economy
Colombia	Standard Discount Economy
Denmark	Standard Discount Economy
France	Standard Discount Economy
Germany	Standard Discount Economy
Hong Kong	Standard Discount Economy
India	Standard Discount Economy
Ireland	Standard Discount Economy
Japan	Standard Discount Economy
Netherlands	Standard Discount Economy



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Spirit  
21 International Country Prices

Dial 1  
Wats Rates

Discounts

Norway      Standard  
Discount  
Economy

Singapore    Standard  
Discount  
Economy

South Korea    Standard  
Discount  
Economy

Sweden        Standard  
Discount  
Economy

Switzerland    Standard  
Discount  
Economy

Jwan          Standard  
Discount  
Economy

United Kingdom    Standard  
Discount  
Economy

Venezuela      Standard  
Discount  
Economy



Canada  
Mileage        1-18

19-80

81-140

141-220

221-345

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Sprint  
21 International Country Prices

	Dial 1 Wats Rates			Discounts		
3/16-630	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
631-1200	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1201-1610	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1611-4000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

No additional cost for initial 30 seconds for these select countries  
Rates subject to Sprint Tariff changes  
Average discount = .70 \* Peak + .30 \* Off-Peak.

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ADDENDUM "B"

ADDITIONAL FEES

Billing  
Set-Up Costs

*The following costs will be incurred by each Reseller up front (and prior to NEWS accepting any orders) for NEWS to provide you with the proper billing and reporting requirements. Also to provide you with a lock-box and the remittance processing set-up.*

I.

[REDACTED]

II.

[REDACTED]



III.

[REDACTED]

IV.

[REDACTED]

This is a total of [REDACTED] (not including the optional charges listed in IV above). This amount is due and payable prior to NEWS processing any orders on your behalf.

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ADDENDUM "C"

RESIDENTIAL ORDERS

Special Provision Regarding Residential Orders

This Addendum is made to and a part of such Services and Marketing Agreement dated \_\_\_\_\_ of 1995.

NEWS is willing to accept residential orders from Telcom Network, Inc., but we must all be aware that there may be unforeseen operational problems caused by residential orders that we do not experience when servicing business users. Therefore, we need to establish a trial period for this service which will allow both parties to gain some experience with residential service and provide an amicable exit vehicle if residential service proves to be too burdensome on our infrastructure.

NEWS will accept up to five thousand (5,000) residential orders as a sample population during the first month after commencement of this contract and will attempt to provision those orders with AT&T. NEWS will inform TNI by no later than one month after the first one thousand (1,000) residential orders are received from TNI if NEWS will either accept additional residential orders or based on the impact of the test set refuse any additional residential orders.

If NEWS decides not to accept any additional residential orders then TNI can at its option decide to continue under the existing terms of this contract with the additional restriction on residential orders or decide to terminate the contract. TNI must inform NEWS of its decision in writing no later than one week after receiving notice from NEWS that NEWS will no longer accept residential orders.

If TNI decides to terminate based on this restriction on residential orders, NEWS will continue to service the existing TNI customers for up to six (6) months and will cooperate with TNI to move their accounts to another provider.

Except as modified hereby, the Services and Marketing Agreement will remain in full force and effect.

NEWS or GECCS may terminate this Addendum C immediately at any time if either of them receives a complaint that any residential order submitted by TNI was not properly authorized by the customer therefor under applicable FCC or state regulation.

Residential service is offered only in states where GECCS has certificates and, if required, tariffs allowing it to provide such service.

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EXHIBIT A

LETTER OF AGENCY

The undersigned hereby appoints GE Capital Communication Services Corporation ("GECCS") as its agent for purposes of obtaining from local exchange and interexchange carriers, or their agents, customer record information for existing and future end user customers of the undersigned. Customer record information includes all terminal numbers, working telephone numbers, and billing telephone numbers assigned to the end user; the end user's billing name and address; end user usage and service information; the contact name and the address for each end user location designated by the undersigned; and copies of current telephone bills containing the information listed above. In addition, the undersigned appoints GECCS as its agent for purposes of ordering the services of, or modifications to the services of, interexchange carriers, and local exchange services related thereto, provided to the locations designated by the undersigned. This letter of agency shall continue in effect until the undersigned notifies GECCS in writing of its revocation.

RESELLER:

TELCOM NETWORK, INC.

By: \_\_\_\_\_

Name:  
Date:



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EXHIBIT B

LIST OF CERTIFIED JURISDICTIONS

States in which New Enterprise Wholesale Services is certified to do business

Alabama  
Arizona  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
Florida  
Georgia  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri  
Montana

Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming

THIS PAGE MUST BE KEPT AS THE LAST PAGE OF THE DOCUMENT.

SoftSolution Network ID: ATL-89635.6

Type: AGR

## ADDENDUM "C"

### ADVANCES

This Addendum "C" (the "Addendum") is made and entered into as of the 15<sup>th</sup> day of March, 1995, by and among GE Capital Communication Services Corporation, a Georgia corporation ("GECCS"), New Enterprise Wholesale Services, Limited Partnership, a Delaware limited partnership ("NEWS"), and Telcom Network, Inc., a Delaware corporation ("Reseller").

### RECITALS

WHEREAS, the Parties hereto entered into a Services and Marketing Agreement dated December 1, 1994 (the "Agreement"); and

WHEREAS, the Parties desire to supplement the Agreement in order to specify the terms under which Advances will be made by NEWS to Reseller with respect to certain Qualifying orders submitted by Reseller to NEWS;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the Parties agree as follows:

1. Definitions. Any capitalized term used herein which is not defined herein shall have the meaning ascribed to such term in the Agreement. In addition, the following terms shall have the meanings hereinafter indicated whenever used in this Addendum with initial capital letters.

(a) "Advance" shall mean any advance which NEWS shall pay to Reseller from time to time pursuant to this Addendum.

(b) "Advance Account" shall mean the account established and maintained in accordance with Section 7 hereof.

(c) "Applicable Percentage" shall mean the percentage determined from time to time in accordance with Section 4 hereof.

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(d) "Prime Rate" shall mean the per annum interest rate reported in the Money Rates column or section the The Wall Street Journal in the most recent publication thereof as the "prime rate." In the event The Wall Street Journal ceases publication of the Prime Rate, then "Prime Rate" shall mean the prime rate (or base rate) announced by Bankers Trust Company, New York, New York from time to time (whether or not such rate has actually been charged by such bank). In the event such bank discontinues the practice of announcing the Prime Rate, the "Prime Rate" shall mean the highest rate charged by such bank on short term, unsecured loans to its most creditworthy large corporate borrowers.

(e) "Qualifying Order" shall mean any order for Services which satisfies the criteria set forth in Section 3 hereof.

(f) "Telemarketing Program" shall mean that certain marketing and advance program designed by Reseller and NEWS under which Services will be provided to Reseller's Customers pursuant to certain contract tariff plans administered and billed by AT&T.

(g) "Telemarketing Projections" shall mean the cash flow projections prepared in connection with the Telemarketing Program on which the level of Advances to be made to Reseller is based, which projections are attached hereto as Exhibit A.

2. Advances. Except as otherwise provided herein, NEWS shall advance to Reseller, on a weekly basis, an amount equal to the product determined by multiplying (i) \$15 times (ii) the number of Qualifying Orders submitted by Reseller to NEWS during the preceding week times (iii) the Applicable Percentage.

3. Qualifying Orders. An order submitted by Reseller to NEWS pursuant to this Agreement will be treated as a Qualifying Order only if it satisfies each of the following conditions:

(a) The order is for switched Services to be provided pursuant to the Telemarketing Program;

(b) The order is generated pursuant to telemarketing or other sales procedures approved by NEWS from time to time in connection with the operation of the Telemarketing Program;

(c) If requested by NEWS, the order is accompanied by local and long distance phone bills (or summaries thereof) to verify the prospective Customer's estimated monthly long distance charges; and

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(d) The order is submitted in compliance with the ordering procedures established by NEWS pursuant to Article V of the Agreement.

4. Applicable Percentage. During the first three Periods after the date of this addendum, the Applicable Percentage shall be 80%. Thereafter, NEWS may reduce the Applicable Percentage upon 10 days' written notice to Reseller (i) in the event of excessive customer attrition as determined by NEWS, (ii) if the actual monthly long distance charges attributable to Qualifying Orders are substantially less than the estimated monthly long distance charges for such Qualifying Orders, (iii) for other reasons relating to the performance pursuant to this Addendum that would have a substantial adverse impact on the financial position of NEWS, provided that NEWS provides evidence of such impact to Reseller, (iv) in the event that more than 20% of the Qualifying Orders submitted by Reseller in any Period are rejected by AT&T or a local exchange carrier, or (v) for other substantial reasons. In the event that fewer than 20% of the Qualifying Orders submitted by Reseller in any Period are rejected by AT&T or a local exchange carrier, and if Reseller's Customers are not generating an excessive number of Delinquent Receivables, NEWS may, in its sole discretion, increase the Applicable Percentage in recognition of Reseller's favorable performance relative to the Telemarketing Projections.

5. Limitations on Advances. Notwithstanding Section 4 hereof, the maximum weekly Advance made to Reseller with respect to any week during the term of this Agreement shall be \$15,000.00. In addition, no Advance shall be made to Reseller (i) if and to the extent that such advance would cause the outstanding balance of the Advance Account to Exceed \$150,000.00, or (ii) in any Period after the first Period in which a positive balance in Reseller's Advance Account is reduced to zero.

6. Repayment of Advances. The Advances made to Reseller hereunder shall be repaid as soon as possible by set-off against any amounts otherwise payable to Reseller in connection with the Telemarketing Program; provided, however, if Reseller's performance under the Telemarketing Program is not substantially consistent with the Telemarketing Projections, the Advances also may be repaid by set-off against any other amounts otherwise payable to Reseller pursuant to the Agreement. If an outstanding balance remains in Reseller's Advance Account after the last monthly settlement conducted pursuant to Section 7.1 of the Agreement, Reseller shall pay to NEWS an amount equal to such outstanding balance within 10 days after receipt from NEWS of a statement setting forth the amount of such outstanding balance, together with all accrued and unpaid interest thereon.

7. Advance Account. NEWS shall establish and maintain an Advance Account for Reseller which shall be debited by the amount of each Advance paid by NEWS to Reseller, and which shall be credited as of each Settlement Date by the amount of any set-off made in accordance with Section 6 hereof.

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8. Interest on Advance Account. Reseller shall pay to NEWS interest on any outstanding balance in its Advance Account at the rate of 2% per annum over the Prime Rate. Any interest accrued and unpaid hereunder shall be deducted from payments otherwise payable to Reseller as of each Settlement Date.

9. Effect of Addendum. This Addendum shall be attached to and made a part of the Agreement for all purposes. To the extent that this Addendum is inconsistent with the Agreement in any respect, the provisions of this Addendum shall control. Except as supplemented and modified hereby, the provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed by a duly authorized officer as of the day and year first above written.

**GE CAPITAL COMMUNICATION  
SERVICES CORPORATION**

By: \_\_\_\_\_

Date

Print: \_\_\_\_\_

Title: \_\_\_\_\_

*Greg L Harrod* 3/29/95  
GREGG L HARROD  
PRESIDENT

**NEW ENTERPRISE WHOLESALE  
SERVICES, LIMITED PARTNERSHIP**

By: \_\_\_\_\_

Date

Print: \_\_\_\_\_

Title: \_\_\_\_\_

*Patrick A. Bello* 3/27/95  
PATRICK A. BELLO  
PRESIDENT

**TELCOM NETWORK, INC.**

By: \_\_\_\_\_

Date

Print: \_\_\_\_\_

Title: \_\_\_\_\_

*David J Olive* 3/13/95  
DAVID J OLIVE  
Exec VP

Initial \_\_\_\_\_  
Initial \_\_\_\_\_