



Local Service Agreement

1. Local Dial Tone Services. ERNEST COMMUNICATIONS, INC. ("ECI"), a Georgia corporation, hereby agrees to provide, and the Subscriber whose name and address are set forth below the caption "Subscriber" on the signature block below ("**Subscriber**") hereby agrees to accept local telephone service ("**Service**") for designated pay telephones owned or controlled by, or associated with, Subscriber ("**Eligible Phones**") consistent with applicable federal and state laws, rules, and regulations. Subscriber agrees to pay for Service according to ECI's published Rates and Tariffs attached hereto. Unless otherwise agreed in writing by ECI all lines converted from another LEC to ECI will be converted "as is" and will include all features, call restriction capability and PIC/LPIC designation as provided by the serving LEC.

2. Deposit. ECI reserves the right to require a deposit equal to \$58.00 for each Eligible Phone (the "Deposit") from Subscriber with less than twelve months of consecutive business operations. In addition, ECI reserves the right to require Deposit from Subscriber at any time for unsatisfactory credit record with ECI. Subscriber agrees that the Deposit may be applied without notice to amounts due to ECI for Service. ECI will review Subscriber's credit annually and may reduce or eliminate the Deposit requirement based on Subscriber's credit record with ECI.

3. Letter of Agency. Subscriber hereby selects ECI as the local provider for all Eligible Phones. ECI is hereby authorized to act in the full capacity of a local services provider in terms of providing all local exchange services, exchange access services, and moves, adds and changes as may be further directed. Service includes an automatic freeze or hold on any further requests to change Subscriber's presubscribed long distance carrier whereby no request for change shall be processed except those required in writing and signed by the authorized representative executing this Agreement. Subscriber understands that each line can have only one local service provider. Subscriber represents under penalty of law that it has authorized this assignment on behalf of the account listed herein and that the Eligible Phones are not subject to any other contract for local service.

4. Termination and Cancellation Terms. This Agreement shall commence on the date below the signature of ECI (the "**Effective Date**") and shall continue in full force and effect for an initial period of twelve (12) months from the date signed below. If, in Subscriber's opinion, ECI is unable to provide the same quality of service currently provided from Subscriber's carrier, Subscriber may terminate Agreement without penalty within ninety days of the effective date of service. If Subscriber decides to remain with ECI, Agreement shall be renewed automatically for an additional twelve month term. Agreement shall renew automatically for term equal to the original term of this Agreement unless the Subscriber provides a written notice to ECI of its intention to terminate this Agreement at least sixty (60) days prior to the end of the original term.

Initial and Date

5. Invoicing and Payments. ECI will invoice Subscriber for Service monthly in advance for Services and for any charges incurred above the basic Service for the prior month and such invoices will be due and payable ten (10) days after receipt. Payments received more than fifteen (15) days after the date of the invoice will be assessed a late charge of one and one-half percent (1.5%) per month. ECI shall have the right to apply the Deposit to amounts due ECI from Subscriber and/or terminate Service if Subscriber fails to make payments within thirty (30) days of the invoice date. ECI will charge a reconnection fee of \$45 in the event Service is restored by ECI and may require a Deposit of \$100. ECI may terminate service only upon 15 days written notice to subscriber.

6. Governing Law and Regulatory Requirements. Subscriber shall comply with laws, rules, regulations, and tariffs affecting the Subscriber's obligation in conjunction with the provision of ECI's Services. ECI's tariffs, as amended, are incorporated herein by reference the same as if set forth herein in the entirety. All disputes between the parties, except for non-payment of invoices from ECI, shall be submitted to the binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The laws of the State of Georgia, without regards to its conflicts of laws rules, shall apply for any and all conflicts of law purposes arising from Subscriber's or ECI's actions. This Agreement shall be deemed performable in Norcross, Gwinnett County, Georgia, where all payments are due. Venue for arbitration of any disputes arising under the agreement shall mirror the application of law stated above.

7. Liability of ECI. ECI MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES AND DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (EXCEPTION TO THIS SECTION IS THAT ECI DOES WARRANTY THAT IT IS TARIFFED TO SUPPLY THESE SERVICES AND SUCH SERVICE IS SUITABLE TO BE USED AS A PUBLIC ACCESS LINE FOR PRIVATE PAYPHONES); AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. ECI shall not be liable for any loss or damage sustained by reason of delay or interruption of the Service, whatever the reason for such delay or interruption. ECI shall not be liable for any act or omission of any entity furnishing facilities or services in conjunction with ECI's Services. ECI's maximum liability for any and all claims arising out of this Agreement and the Services shall not exceed amounts paid to ECI hereunder less amounts paid by ECI to provide the Service to Subscriber.

8. Indemnification. ECI shall be indemnified and held harmless, for any claim, suit, or other actions for any personal injury or death for any loss or damage of property of any type caused or claimed to have been caused by any act or omission of Subscriber, its patrons, guests, or others on its premises, or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of ECI's equipment that is not the direct result of ECI's intentional, wanton, or negligent conduct.

Initial and Date

9: Force Majeure. Neither party shall be responsible for delays or failures in performance of this Agreement resulting from: (1) acts or occurrences beyond the reasonable control of such party (including, without limitation thereto, fire, explosion, power failure, lightning, severe weather, acts of God, war, revolution, civil commotion, infection of telephones or tools by a software virus or year 2000 "bug", the failure of the RBOC or other line owner to provide timely services to ECI (including any failure of services which resulted in a Material Breach of this Agreement), any law, order, regulation, ordinance, or requirement of any government or legal body (or any representative of any such government or legal body); or (2) labor unrest (including, without limitation thereto, strikes, slowdowns, picket-lines, and boycotts whether primary or secondary, and without regard to whether such labor unrest could have been settled by acceding to the demands of a labor organization). If the event of Force Majeure shall continue for more than sixty (60) days, then this Agreement may be considered terminated without any penalty to ECI or to Subscriber.

10. Notices pursuant to this agreement shall be sent by certified mail, return receipt requested to the addresses set forth in the signature block below.

IN WITNESS WHEREOF, the parties hereby execute this Agreement, including the provisions written in this Agreement and incorporated herein by reference, as of the Effective Date.

Ernest Communications, Inc. (ECI):

Subscriber:

Company: _____

Authorized Representative (please print)

Authorized Representative (please print)

Jay Morris

Signature _____

Signature _____

Title VP of Sales & Marketing

Title _____

Address:
5275 Triangle Pkwy
Suite 150
Norcross, GA 30092

Address:

Contact Name: Ann Mitchell

Contact Name: _____

Contact Telephone 770-242-9069

Contact Telephone _____

Contact Email amitchell@ernestgroup.com

Contact Email _____

Effective Date _____

Date _____