



AnyWare Fair Use Policy

Customer is limited to 3500 minutes per month inclusive of both local and long-distance calls. In the event Customer exceeds this limitation, ZiPLY Fiber has the option to (i) charge Customer at a rate of \$0.02 per minute for each minute over the 3500 threshold.

Customer must keep a 70/30 Regional Bell Operating Company ("RBOC") to IT Operating Company ("ITOC") calling mix or a \$0.025 per minute surcharge will be apply to the per-minute rate for all minutes. All usage is billed based on all "Completed Calls", which is defined as all calls received by ZiPLY Fiber from a Customer or terminated by ZiPLY Fiber on behalf of such Customer that receive answer supervision. Call completion rate must be a minimum of 90% of all calls made by each Customer with the average call duration over 30 seconds or a \$0.025 per minute surcharge will be applied to all minutes. Customers using automatic dialing equipment must dial a minimum of 5 NPA's at a time so network capacity is not compromised by targeted calling efforts.

In the event calling patterns fail to meet the requirements outlined above for any particular Customer, ZiPLY Fiber will contact Customer prior to applying the additional charges and will in good faith provide Customer a reasonable period of time to manage the issues with the applicable Customer before applying the penalty charges.

Customer is prohibited from utilizing the AnyWare service for anything other than its internal use, in accordance with all applicable federal and state regulations, and is specifically restricted from reselling the Service.

If Customer purchases a Toll-Free number service, toll-free numbers are automatically provided with access available from Alaska, Hawaii, Canada, Puerto Rico and the US Virgin Islands as well as the continental US. Customer is responsible for all charges associated with the use of toll-free numbers terminated to the Service.

The Outbound Long Distance price includes usage to Alaska and Hawaii provided that the traffic to those destinations does not exceed 1% of the total Outbound Long Distance traffic offered, otherwise, traffic to those locations would be subject to a pricing review.

All outbound service will be billed based on the billing telephone number assigned to and presented from the Customer Trunk Group associated with the call based on the account established with ZiPLY Fiber. ZiPLY Fiber will have the right to suspend offending Customers without notice; however, ZiPLY Fiber will make an effort to contact the Customer before any service is suspended.

Other traffic premium applies to collect, person to person or other RBOC second party billed calls.

Customer understands and agrees that these covenants are material and an essential part of the Agreement between ZiPLY Fiber and Customer and that a Customer's breach of this Fair Use Policy constitutes a material default with respect to such Agreement. ZiPLY Fiber reserves the right to immediately suspend and/or terminate the applicable Service in the event Customer is in material violation of this Fair Use Policy.¹

