

ATTACHMENT 1

WHOLESALE VOICE SHORT DURATION (PSTN) TERMINATION TERMS AND CONDITIONS

These Service Agreement Terms and Conditions are part of, and supplemental to, the Master Service Agreement ("MSA") between All Access Telecom, Inc., ("All Access") and the Customer; and are in accordance with and pursuant to, the terms and conditions of the MSA (including any related Service Order Forms (SOFs), Exhibits, Attachments, Schedules, other applicable Addenda, and all of which are fully incorporated by reference within the Agreement between ALL ACCESS and Customer.

1. Service Description. These Terms and Conditions apply to ALL ACCESS Wholesale Non-IP Originating Termination Services ("Wholesale Voice Termination") service which provides the termination of non-IP voice traffic from the Customer's premise to the Public Switched Telephone Network ("PSTN"). ALL ACCESS WHOLESALE VOICE TERMINATION IS AN OUTBOUND CALL TERMINATION SERVICE ONLY AND DOES NOT INCLUDE E911/911.

2. Acceptance of Terms and Conditions for Service Provided. ALL ACCESS shall provide Customer with Wholesale Voice Termination service ordered on an ALL ACCESS SOF according to the terms of the Agreement, and as specified in the applicable MSA, Addendum and Exhibits, and other Attachments, specific to the Customer and the Service(s), and all of which are incorporated herein by reference. All Service(s) will be provided in accordance with applicable Tariffs, Exhibits, Rate Sheets, Price Sheets, Rate Schedules, or Price Lists (collectively "Rates") for the jurisdictions in which Service(s) are provided, in accordance with the applicable provisions of the Agreement and other applicable documents incorporated into the Agreement by reference. In the event no Price Lists are attached or Customer utilizes ALL ACCESS Service(s) without first submitting a Service Order Form as required under the terms of the MSA, Provider's standard rates will apply ("Rates").

3. ALL ACCESS Right to Modify Terms and Conditions. These Terms and Conditions are subject to all applicable Terms and Conditions and business practices of ALL ACCESS and may be modified or changed at any time upon notice, which may be provided by notice to Customer as specified in the MSA. If the change in Terms and Conditions and business practices is materially adverse to Customer, as deemed solely by and within the unfettered discretion by ALL ACCESS, Customer may terminate the Wholesale Voice Termination service under these Terms and Conditions within thirty (30) days after receipt of such notice or date of posting by providing thirty (30) days written notice of termination to ALL ACCESS. If ALL ACCESS does not receive such written notice within the thirty (30) day period, Customer shall be deemed to have accepted such changes or modifications.

4. Customer Responsibilities. In addition to any Customer responsibilities set forth under this Agreement in the MSA or Attachments, or any other documents incorporated herein by reference, Customer shall, at its sole cost and liability, be responsible: (i) for all End User Tier 1 support, and, (ii) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer may pass such obligations on to End User, but all information required to support Wholesale Voice Termination service shall be solely between ALL ACCESS and Customer. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS ALL ACCESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.

5. Charges for Service. Under the Agreement, Customer shall be charged according to the Rates set forth in the Service Order Form, and according to the ALL ACCESS Wholesale Voice Termination service Attachment and any incorporated Exhibit(s). ALL ACCESS Wholesale Voice Termination service is primarily a Usage based service and Usage charges are based upon the following:

(a). Call Rating: ALL ACCESS Wholesale Voice Termination service only provides Interstate, Intrastate, and if contracted, International call non-IP originated call termination. No outbound local calling or inbound calling service is provided. The distinction and jurisdiction of Interstate versus Intrastate versus International termination will be determined based on either: (i) the Originating Automatic Number Identification (ANI), or (ii) the Location Routing Number (LRN), in conjunction with the terminating ANI provided in the Call Signaling. If ALL ACCESS cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not International, ALL ACCESS will default to rating the call at the prevailing INTRASTATE TERMINATION RATE. ALL ACCESS will determine the terminating ANI carrier by evaluating the Terminating ANI down to the NPA-NXX-X level.

(b). Interstate Termination Rates: All Interstate Termination under the Agreement will be billed according to the Rates set forth on the SOF. Rates may be provided on a NPA-NXX-X or LATA/OCN basis, however, for billing purposes all calls will be rated and billed based upon NPA-NXX-X Rate Type. Unless otherwise agreed on the SOF, all Interstate Rates provided are subject to change upon seven (7) days notice by ALL ACCESS to Customer. ALL ACCESS does not guarantee call delivery and may block specific routes at any time.

(c). Intrastate Termination Rates: All Intrastate Termination under the Agreement will be billed according to the Rates set forth on the SOF. Rates may be provided on a NPA-NXX-X or LATA/OCN basis, however, for billing purposes all calls will be rated and billed based upon NPA-NXX-X Rate Type. Unless otherwise agreed on the SOF, all Intrastate Rates provided are subject to change

upon seven (7) days notice by ALL ACCESS to Customer. ALL ACCESS does not guarantee call delivery and may block specific routes at any time.

(d). International Rates: In the event Customer has executed an International Voice Termination agreement, rates shall be as set forth in any such Agreement. In the event Customer terminates a call to an International Call destination, and has not executed an International Voice Termination agreement, and/or has not been provided with Customer specific International Rates, then ALL ACCESS default International Rates shall apply as posted on the ALL ACCESS website. Unless otherwise agreed on the SOF, all International Rates provided are subject to change upon seven (7) days notice by ALL ACCESS to Customer. ALL ACCESS does not guarantee call delivery and may block specific routes at any time.

(e). Billing Increments. Rates quoted are based on per minute of the duration of each call. Billing increments may be a subunit of minutes and are set forth below.

Terminating

Destination

Initial Billing

Increment

(Seconds)

Additional Billing

Increment

(Seconds)

US Domestic

6

6

International (excluding

Mexico)

30

6

Mexico

60

60

Any and all Rates provided to Customer do NOT include applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against ALL ACCESS, all of which shall be payable by Customer, except in the case of exemption as provided for under the terms of the MSA.

6. UNDETERMINED Jurisdiction: Any call sent to our network without a valid 10-digit or 11 digits, including the USA 50 STATES originating ANI will be billed at the INTRASTATE RATE.

Examples of calls that will be rated at UNDETERMINED RATE:

- No ANI/CLI
- International E.164 ANI/CLI
- Invalid North American format ANI
- Toll Free ANI including (700,800,855;866,877,888,900,911,976 ANIs)
- Canadian ANI
- Caribbean ANIs
- Extended NPANXXs

7. Call Completion. ALL ACCESS Wholesale Termination service is generally available to the ALL ACCESS calling destinations for which the Customer has been provided Rates. ALL ACCESS reserves the right to block or otherwise restrict termination of calls to any and all calling destinations, whether or not included in Rates provided to Customer, and without notice to Customer. Wholesale Voice Termination under this Attachment does not include international call termination unless specifically included under an international termination addendum. ALL ACCESS does not guarantee call completion, and the failure to complete any or all calls, regardless of reason, shall not constitute a breach of this Agreement or the MSA. Therefore, ALL ACCESS Wholesale Voice Termination explicitly excludes any and all service level agreements.

8. Conflicting or Controlling Terms. In the event of any conflict, ambiguity, or inconsistency between the terms of the Master Service Agreement (exclusive of this Attachment or any other Addendum, Exhibit, Attachments, or posted Terms and Conditions) and this Posted Terms and Conditions, then as it relates to ALL ACCESS Voice Termination service, the terms of the MSA shall control.

9. Miscellaneous. THIS AGREEMENT, TOGETHER WITH ANY ATTACHMENTS, INCLUDING

ANY SCHEDULES, ADDENDUMS, PRICE LISTS, RATES, SERVICE ORDERS, TERMS AND CONDITIONS, SERVICE LEVEL AGREEMENTS, AND ACCEPTABLE USE POLICIES, WHICH MAY BE PROVIDED TO THE CUSTOMER AND/OR POSTED AT: WWW.ALLACCESSTELECOM.COM, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE CUSTOMER AND ALL ACCESS, INC, WITH RESPECT TO THE SERVICE(S) PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER IS NOT RELYING ON ANY AFFIRMATION OF FACT, PROMISE OR DESCRIPTION FROM ANY PERSON OR ENTITY, NOR ANY OTHER ORAL OR WRITTEN REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THIS AGREEMENT AND ANY INCORPORATED DOCUMENTS.

IN WITNESS WHEREOF, the Parties have executed this Annex, or caused this Annex to be executed by a duly authorized officer, as of the date first above written.

ALL ACCESS TELECOM, INC.

By: _____

Name: Lamar Carter
Title: CEO

CUSTOMER

By: _____

Name: _____
Title: _____

ATTACHMENT 2
ALL ACCESS TELECOM, INC.
SERVICES, PRICING, CREDIT AND PAYMENT TERMS

- 1) **CARRIER SERVICES:** NON IP (PSTN) Termination Service
- 2) **PRICING:** Outlined in attached file: *NPANXX XXXXXXXXXXXXXXXXXXXX*
- 3) **CREDIT TERMS:** TBD
- 4) **PAYMENT TERMS:** TBD