INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.3 TERMS AND CONDITIONS (Cont'd)

- F. Customer agrees to return all company-provided equipment to the Company within five days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- G. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The Customer shall be responsible for making any necessary arrangements for the Company's entrance to the Customer's premises.
- H. In the event the Company files suit or retains an attorney to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- I. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- J. Except as otherwise provided herein, or as specified in writing by the party entitled to receive Service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

Date of Issue: May 22, 2009 Date Effective: June 21, 2009

Issued by: Jeffrey P. Wirtzfeld Regional Director, Legal Issues

1801 California St. Denver, CO 80202