

Exhibit E – Telecommunication Services

Service Provider agrees to provide and End User agrees to pay for all Telecommunication Services ordered by End User under this Agreement. All End User service locations covered under this Exhibit and Attachment(s) to this Exhibit, if any, are subject to Terms and Conditions of the End User Service Agreement (“EUSA”) and in the event of a conflict between the EUSA and this Exhibit, this Exhibit will prevail.

1. **Term.** The initial term of this Service (the Service Term) shall be as specified in the applicable Service Order. The Service Term shall commence upon the installation of Service. Upon the expiration of any initial Service Term, the Service Term will renew on a month to month basis under the terms and conditions of the Service Order and the EUSA at the then current rates for such Service until terminated by either party by giving sixty (60) days written notice prior to the end of initial Service Term, or if in the Extension Period, by giving forty five (45) days prior written notice.
2. **Product Description.** Telecom carrier services for various communications services, including but not limited to voice, data, Internet and managed services as requested.
3. **Charges and Rates.** Subject to Section 15 of the End User Service Agreement, all charges for Services, including recurring charges and any monthly minimums are specified in the Service Orders and Attachments, if any.
 - 3.1. **Installation and Non-recurring Charges.** Installation and any non-recurring charges shall be specified in the Service Orders or Attachments. If End User terminates the Service request prior to the Start of Service Date, End User agrees to pay for all costs for pre-engineering and other installation efforts undertaken on behalf of End User plus Early Termination charges, if any, incurred by Service Provider from an underlying carrier.
 - 3.2. **Billing.** Billing shall commence on the day that End User’s service order has been completed. In the event that Service Provider has provisioned the loop(s) necessary to provide service, but the End User is not ready to cut over to the facilities, bill will commence no later than 5 days after the loop was installed.
4. **End User Responsibilities.** If managed services are ordered End User shall be solely responsible for the following; (a) any costs associated with End User Premises Equipment (“CPE”) which, if requested by End User, may be provided by Service Provider pursuant to the terms of an separate CPE agreement; and/or (b) local access and access-related charges, including any charges for interconnection, installation, local loops, inside wiring, construction, distance and termination charges and other access-related charges whether assessed by a LEC or otherwise (collectively referred to as “Local Access”).
5. **End User Information Requirements.** End User shall provide the necessary information for each Service Location as requested by Service Provider based upon the actual services being ordered. The required information will be set forth in applicable Service Order Forms, Exhibits and/or Attachments.
6. **Equipment.** End User is solely responsible for selecting, supplying, installing, operating, maintaining, and the compatibility of any Customer Premises Equipment (“CPE”), facilities and/or other materials used in connection with the Service which are not provided by Service Provider, including any related applications, systems and software. Service Provider expressly disclaims any responsibility for CPE other than premise equipment provided by Service Provider. End User will: (1) ensure that all CPE and any related applications, systems and software used with or connected to the Services, comply with all applicable laws, licenses, industry standards and reasonable instructions provided by Service Provider; and (2) understand that if any CPE or related applications, systems, or software impairs End User’s use of the Services, End User will remain liable for applicable charges and any otherwise applicable service level agreement will not apply.

