



Request for Common Council approval of the extension of our Phone Line contract with One Communications.

Attached are supporting documents that show the price **REDUCTION** of keeping One Communications. The documents and the summary sheet prepared were explained in depth to the IT Steering Committee on 4-21-10 at which time they recommended that the One Communication contract be extended for an additional 3 years.

By the action of Common Council to approve the extending of the contract at the new **LOWER** negotiated rates. The City of Menasha will see a savings of almost \$6,000 per year. In addition to the over \$2,000 the IT department will save from changes in how phone service is delivered to 7 outlying locations. These changes were voted on in Committee and the saving will already have begun by the time of this memo being delivered.

With an annual saving between both measures of **\$8,002.88** over **3 years** giving a Grand Total of **\$24,008.64**

Thank you for your consideration in approving this new One Communications Contract.
(Phone Vendor)

Patrick James

Service Package	Time Warner Fiber Dedicated Access - PRI			TDS Metrocom ISDN PRI 23B+D			One Communications T-1 Voice channels - PRI		
	QTY	3 Year	Total	QTY	3 Year	Total	QTY	3 Year	Total
Business Class PRI (23 B Channels, 1 D Channel) - Unlimited Local Calling	2	\$460.00	\$920.00	2	\$390.00	\$780.00	46	\$13.00	\$598.00
Block of 20 DID									
per block of 20 DIDs	17	\$3.00	\$51.00	17	\$3.00	\$51.00	17	included	\$0.00
per block of 100 DIDs	0	\$15.00	\$0.00	0	\$15.00	\$0.00	0	\$15.00	\$0.00
Long Distance Rates									
Out of State Calls \$.03/min	0	\$0.03	\$0.00	0	\$0.036	\$0.00	0	\$0.03	\$0.00
In State Calls \$.04/min	2251	\$0.04	\$90.04	2251	\$0.036	\$81.04	2251	\$0.03	\$67.53
Extended Community Calling	1000	\$0.04	\$40.00	1000	\$0.036	\$36.00	1000	included	\$0.00
Surcharges & Federal Taxes:	Not disclosed in the proposal					\$110.86			
EUCL (End User Common Line - Federal Access)							2	\$ 40.40	\$ 80.80
Local Number Portability							2	\$ 1.40	\$ 2.80
WI USF							46	\$ 0.49	\$ 22.54
PILD (Long Distance Pick)							2	\$ 21.55	\$ 43.10
Analog lines:	35	not offered		35	\$12.92	\$452.20			
Telephone Lines							35	\$ 7.56	\$ 264.60
Local Calls Per Call							591	\$ 0.04	\$ 23.64
Caller ID							3	\$ 2.10	\$ 6.30
Call FWD Remote Access							8	\$ 2.00	\$ 16.00
EUCL (End User Common Line - Federal Access)							35	\$ 8.08	\$ 282.80
Local Number Portability							35	\$ 0.28	\$ 9.80
WI USF							35	\$ 0.49	\$ 17.15
PILD (Long Distance Pick)							35	\$ 4.31	\$ 150.85
Discount			-\$61.00						
Monthly Service Total			\$1,040.04			\$1,511.10			\$1,585.91
Installation Investment									
Installation Investment based on Agreement Term		3 year			3 year			3 year	
Dedicated Access Installation		\$150.00			\$0.00			\$0.00	
One Time Charges Total		\$150.00			\$0.00			\$0.00	

PRO and CONS

TDS did not break down their Surcharges or local line charges so I can not verify that all the same fees are accounted for in the Surcharges area.

Time Warner has no redundancy or back up capabilities only one point of entry and we could and would be DOWN without phone service during any repair. How often does your cable go out?... once or twice a year; this could hurt the City.

Additional changes would have to be made to the City and Utilities Phone systems upfront with an unknown cost at this time to accommodate their infrastructure with one PRI (Time Warner) and one primary PRI and one back up (TDS)

The TDS and One Communication differences are less than \$100.00 a month and the upfront Labor Costs and possible hardware changes to switch would more than take up that savings. The larges difference in costs is in the analog lines and both the City and the Utilities are planning to eliminate additional analog lines.

The following City lines will be eliminated:

	Current Cost	New Majic Jack Cost / YR	New Cell Phone Cost
Hart & Clovis	\$59.04 X 12 = \$708.48		2 X 12 X \$0.40 = \$9.60
Barker Farm	\$23.95 X 12 = \$287.40		1 X 12 X \$0.40 = \$4.80
Pool	\$51.91 X 12 = \$622.92	\$40.00	
Garage Fax	\$20.22 X 12 = \$242.64	\$20.00	
Senior Fax	\$24.86 X 12 = \$298.32	\$40.00	
TOTALS:	\$2,159.76	\$100.00	\$14.40

PRO and CONS

Con - Increased administration

Pro - Cost Savings and flexibility of sharing lines during off peak usages with other departments.

Parks and Pool lines do not have any usage so it is apples to apples on base line cost and the per minute and per call charge between the current land line and the cell calls that would be made on the cell. 7-cents per land line call vs 6-cents per cell minute. The calls will be short at the parks from history. Little volume of usage.

Pool lines do not have usage in the cost above either however all local and longdistance calls are included in the Majic Jack price

TOTAL COST SAVINGS to adopt this recommendation and phone changes listed above.

Land line eliminations: **\$2,045.36**

\$2,159.76 - \$114.40 = ~~\$2045.36~~

PRI renegotiated contract: **\$5,957.52**

(\$2,082.37 X 12 = \$24,988.44) - (\$15,859.91 X 12 = \$19,030.92) = \$5,957.52

TOTAL Annual Savings: \$8,002.88



Menasha Electric & Water Utilities
 321 Milwaukee St, Menesah, WI 54952
 John Teale

Tony Smullen
 Time Warner Cable Business
 Solutions
 Office: 920-496-1827
 Mobile: 920-378-1287

Time Warner Fiber Dedicated Access - PRI

Service Package			3 Year		
Business Class PRI (23 B Channels, 1 D Channel)			\$460.00		
- Unlimited Local Calling					
Block of 20 DID					
\$3.00/month per block of 20 DIDs					
\$15.00/month per block of 100 DIDs					
Long Distance Rates					
Out of State Calls \$.03/min					
In State Calls \$.04/min					
Toll Free Rates:					
Out of State Calls \$.03/min					
In State Calls \$.04/min					
Discount			-\$61.00		
Monthly Service Total			\$399.00		

Installation Investment

Installation Investment based on Agreement Term			3 year		
Dedicated Access Installation			\$150.00		
One Time Charges Total			\$150.00		

Additional Information

Technical Support: 24 hours/day -- 7 days/week



Clearly different.

Proposal for Voice Services
City of Menasha/Menasha Utilities

		TDS Metrocom	
Qty	Voice and Data Services	Unit	Monthly
25	Measured Business Lines	\$ 12.92	\$ 323.00
2	ISDN PRI 23B+D Unlimited Local	\$ 390.00	\$ 780.00
Voice Mail & Calling Features			
1	PRI Caller ID Name & Number	included	included
15	DID Blocks of 20 Numbers	\$ 3.00	\$ 45.00
Local - Long Distance - International			
1	Local Calls - 7 cents per call	\$ -	\$ -
Calls Placed on Analog Lines			
2	Unlimited Local & ECC Calls on PRIs	included	included
2191	Long Distance Minutes	\$ 0.036	\$ 78.88
1000	Long Distance minutes to Green Bay Area (estimate from supplied call detail)	\$ 0.036	\$ 36.00
Surcharges & Miscellaneous Fees			
71	TDS 911 Charges Winnebago County	\$ 0.16	\$ 11.36
2	TDS ISDN PRI USF Charges	\$ 3.11	\$ 6.22
1	TDS ISDN PRI Administrative Fee	\$ 1.40	\$ 1.40
25	WI State Police & Fire Protection Fee	\$ 0.75	\$ 18.75
1	PRI WI State Police & Fire Protection Fee	\$ 10.20	\$ 10.20
2	TDS TI/PRI FCC Charges	\$ 25.30	\$ 50.60
1	LD Federal USF Charge (12.3%)**	\$ 12.33	\$ 12.33
Subtotal & Taxes			
Month Price Including ALL Government Fees			\$ 1,373.74
ALL GOVERNMENT FEES AND SURCHARGES ARE INCLUDED			
ALL INSTALLATION FEES ARE WAIVED			
April 7, 2010		60 month Agreement	

**Long Distance Federal USF charge applies to Interstate and International toll charges, including Toll Free. The amount shown here is an estimate only.

The above quote provided is a good faith estimate of the actual total monthly cost of the services provided.



Proposal For:
Patrick James
 City of Menasha / Menasha
 Utilities
 140 Main Street
 Menasha, WI 54952

Prepared By:
 Tom Prosser
 One Communications
 3100 N Ballard Rd
 Appleton, WI 54911
 Direct 800-267-3002

				Current		Renewal	
				One Communications		One Communications	
Re-rate existing service							
		Current Provider	Qty	Each	Total	Each	Total
36 Month	T-1 Voice Channel w/Unlimited Local Calling*	One	46	\$ 19.00	\$ 874.00	\$ 13.00	\$ 598.00
	PRI T-1 Option	One	2	\$ 75.00	\$ 150.00	\$ -	inc
	DID 20-Number Blocks	One	17	\$ 1.40	\$ 23.80	\$ -	inc
	1+ Long Distance Inter/Intra Lata	One	2251	\$ 0.04	\$ 90.04	\$ 0.03	\$ 67.53
	EUCL (End User Common Line - Federal Access)	One	2	\$ 40.40	\$ 80.80	\$ 40.40	\$ 80.80
	Local Number Portability	One	2	\$ 1.40	\$ 2.80	\$ 1.40	\$ 2.80
	WI USF	One	46	\$ 0.49	\$ 22.54	\$ 0.49	\$ 22.54
	PILD (Long Distance Pick)	One	2	\$ 21.55	\$ 43.10	\$ 21.55	\$ 43.10
Total					\$ 1,287.08		\$ 814.77
Analog Line Loyalty Bonus							
36 Month	Telephone Lines	One	35	\$ 8.25	\$ 288.75	\$ 7.56	\$ 264.60
	Local Calls Per Call	One	591	\$ 0.04	\$ 23.64	\$ 0.04	\$ 23.64
	Caller ID	One	3	\$ 2.10	\$ 6.30	\$ 2.10	\$ 6.30
	Call FWD Remote Access	One	8	\$ 2.00	\$ 16.00	\$ 2.00	\$ 16.00
	EUCL (End User Common Line - Federal Access)	One	35	\$ 8.08	\$ 282.80	\$ 8.08	\$ 282.80
	Local Number Portability	One	35	\$ 0.28	\$ 9.80	\$ 0.28	\$ 9.80
	WI USF	One	35	\$ 0.49	\$ 17.15	\$ 0.49	\$ 17.15
	PILD (Long Distance Pick)	One	35	\$ 4.31	\$ 150.85	\$ 4.31	\$ 150.85
Total					\$ 795.29		\$ 771.14
Grand Total					\$ 2,082.37		\$ 1,585.91

Terms and 36 month term and rate guarantee

*Local Calling is Expanded outside the Fox River Valley to Green Bay and Oshkosh. Maps are attached

Conditions Loyalty bonus is applied to per line in service at time of credit. Credit is paid out in the 3rd, 25th and 37th month of renewal term.

Bonus calculates out to \$.069 per line each month. Using the City- Line rate $8.25 \times 14(\text{qnt}) / 12(\text{months}) / 14(\text{qnt}) = \0.69 (per line discount over the term)

No physical line work is required - billing changes only

Current Tax is additional, approximately \$120 per month at current rate and will decrease slightly with revised rates

Service Agreement

	Presubscribed Interexchange Carrier Long Distance (PILD) Charge							
	Instate Access Recovery Fee (IARF)							
	Administrative Support Charge							
						Total NRC		Total MRC
RCRF of 3.5% will apply to all interstate charges.								
<i>A \$9.95 billing and collections fee applied to monthly invoice for each customer location that receives a paper invoice.</i>								
	OneSolutions Mobile:*							
*One Solutions Mobile will be billed separately.						TOTAL:		

By signing this Service Agreement (this "**Agreement**"), the Customer identified below ("**Customer**") hereby orders from One Communications the products/services listed above (each a "**Service**" and collectively, the "**Services**"). For purposes of this Agreement, "**One Communications**" means one or more subsidiaries of One Communications Corp. that is/are certified to provide the Service(s) in the applicable state(s).

The term with respect to each Service shall begin on the earlier of the date the Service is available for use by Customer or Customer's commencement of use of the Service (the "**Billing Activation Date**") and shall continue for a period of months thereafter as set forth above (the "**Service Term**"), unless earlier terminated in accordance with the terms of this Agreement. One Communications makes no representation or warranty as to when Service will commence. One Communications will use its commercially reasonable efforts to initiate Service as soon as possible, but Customer understands and acknowledges that Service initiation is dependent upon the actions of third parties not under the control of One Communications. If Customer orally orders additional Services or features from One Communications at one or more of the locations covered by this Agreement, this Agreement shall also apply to any such additional Services and/or features unless a new agreement is executed by Customer specifically covering such services and/or features. Services ordered by Customer may not be resold without the prior written approval of One Communications.

Unless Customer has provided One Communications with written notice of its intention to terminate the Service(s) at least thirty (30) days prior to the end of the Service Term, the Service Term shall automatically renew on a month-to-month basis, at the rate(s) specified above, until either party terminates the Service(s) by giving the other party not less than thirty (30) days prior written notice of termination.

All invoices are due and payable within thirty (30) days from the date of invoice. Should Customer fail to pay any undisputed amount when due, Customer shall pay interest on such unpaid amount at the rate of one percent (1.0%) per month until such sum is paid in full. Customer shall notify One Communications in writing of any charge or amount disputed, in good faith, within thirty (30) days of Customer's receipt of the applicable invoice. In no event shall Customer's notice of a good faith dispute relieve Customer from its obligation to pay, in full, all undisputed charges and amounts. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services unless such fraud resulted from the gross negligence or willful misconduct of One Communications.



Service Agreement

Customer shall be responsible for ensuring compliance with any and all applicable laws and regulations concerning the delivery of its Calling Party Identifying Information, including but not limited to calling party name and calling party number. Customer agrees that it will not use the services furnished hereunder to engage in fraudulent activities such as Caller ID spoofing, phishing, or in any unlawful manner. Customer will be liable and indemnify One Communications for any violations of this Agreement.

In addition to the monthly recurring charge(s) and nonrecurring charges, if any, set forth in this Agreement, Customer also agrees to pay (i) unless and until Customer provides One Communications with satisfactory evidence of its exemption from such impositions, all applicable federal, state and local taxes (other than taxes on One Communications net income), imposed on, or with respect to, the Services, any equipment (e.g., routers, phone systems and switches) purchased by Customer from One Communications, and any customer premise equipment of One Communications that is provided by One Communications to deliver the Services ("**CPE**"), (ii) all governmental fees and/or surcharges in effect from time to time including, but not limited to, Universal Service Fund (USF), E-911, state TRS and payphone surcharges, required or permitted by applicable law, rule or regulation, to be charged to Customer, (iii) fees for special features or services requested by the Customer such as hunting, directory listing, 800 service, inside wiring/cabling and DMARC extension, and (iv) any originating access charges or fees that are actually charged by the incumbent local exchange carrier to One Communications as a result of the unique configuration of the Service.

In the event this Agreement is terminated following its execution by both parties but prior to the Billing Activation Date, certain cancellation fees may apply. Details regarding One Communication's cancellation policy can be found on its website at <http://www.onecommunications.com/legal/terms.aspx>. If Customer disconnects all or any portion of a Service prior to the end of the applicable Service Term (or if One Communications disconnects the Service as a result of a default by Customer), Customer is obligated to pay One Communications an early termination fee calculated in accordance with the applicable One Communications tariff or as specified in the special terms and conditions and/or service addendum for the specific Service, as applicable. In the case of OneSolutions Complete, OneSolutions Dedicated Internet, OneSolutions Ethernet Dedicated Internet, OneSolutions Digital Voice, OneSolutions Enhanced, OneSolutions MPLS VPN, OneSolutions IP PBX and One Solutions Managed Router services, the early termination liability is an amount equal to the applicable monthly fixed charges for such service **multiplied by** the number of months remaining in the Service Term or renewal term, as the case may be, **plus** any expenses incurred by One Communications to discontinue any third party services or circuits used in providing the Service. In the case of One Solutions Basic Business Lines and One Solutions Essential services, the applicable early termination liability also includes any non-recurring charge waived by One Communications to establish such Service(s). The specific termination liability associated with other services offered by One Communications can be located on its web site at <http://www.onecommunications.com/legal/terms.aspx>.

EXCEPT AS PROVIDED IN THE SERVICE LEVEL AGREEMENT, IF ANY, APPLICABLE TO THE SERVICE, ONE COMMUNICATIONS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS FACILITIES, THE SERVICE, OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ONE COMMUNICATIONS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON ITS BEHALF AND CUSTOMER MAY NOT RELY ON ANY SUCH STATEMENT OR WARRANTY AS A WARRANTY OF ONE COMMUNICATIONS.

One Communication's liability to Customer for any cause of action arising out of this Agreement or the Services shall in no event exceed a credit equal to the Service charge to Customer for the affected Service for the period during which such Service was interrupted or unavailable. Under no circumstance shall One Communications be liable to Customer or any third party for damages arising from delays in commencement of Service, loss of information, numbering or directory listing errors, or loss of business. Without limiting the foregoing, in no event shall either party (or its affiliates, employees, officers, directors or agents) be liable to the other party for any incidental, indirect, special, punitive, or consequential damages (including, but not limited to, lost revenue, goodwill, lost profits or lost customers) of any kind whatsoever, regardless of cause or the foreseeability thereof and whether the affected party had reason to know of the possibility of such losses.

One Communications reserves the right to deliver the Services using such delivery technology and/or facilities as it chooses from time to time and Customer acknowledges that the delivery of the Services over certain technologies may require the installation of CPE provided and owned by One Communications. All CPE provided and owned by One Communications will, at all times, remain the property of One Communications. In the event that Customer fails to return such CPE to One Communications (or, at One Communications' option, to permit recovery of CPE by One Communications) in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of the Service(s), Customer shall be responsible for the full replacement cost of the CPE and shall pay One Communications all charges associated with the recovery of that equipment. For avoidance of doubt, the foregoing CPE conditions do not apply with respect to routers or IP PBX systems purchased by Customer from One Communications.



Service Agreement

One Communications may cooperate with law enforcement organizations that have lawfully requested pursuant to a valid subpoena or court order (i) trap and traces, pen registers, wire taps and similar call intercept methods, and (ii) information regarding Customer or any end user of Customer and provide such organizations with any information requested, including, but not limited to, names, email addresses, mailing or contact addresses, IP addresses, telephone numbers, call detail records, or call content.

To the extent that the Services ordered hereby are voice services, converged service consisting of both voice and Internet or data services such Services are also subject to the terms and conditions of One Communications' federal and/or state tariffs or rate sheets, as applicable. Alternatively, to the extent that the Services ordered hereby are managed services (e.g. managed router, managed IP-PBX), exclusively Internet, MPLS, collocation, off-net DSL or voicemail, such Services are also subject to (i) One Communications' Basic Terms and Conditions of Service (the "**T&C's**"), and (ii) any specific terms and conditions that may apply to such Services, each of which are available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx>. One Communications' reserves the right to modify its tariffs, rate sheets, the T&C's and any special terms and conditions at any time and from time-to-time provided, however, that no such amendment or modification shall increase the monthly access charges associated with the Service(s) during the Service Term. The applicable portions of One Communications' tariffs, rates sheets, the T&C's and the special terms and conditions are hereby expressly incorporated herein by this reference. In the event of any conflict between the tariffs and this Agreement, the tariffs shall prevail and in the event of any conflict between the T&C's or any special terms and conditions and this Agreement, this Agreement shall prevail.

The obligation of One Communications to provide the Services to Customer is subject to approval by One Communications of this Agreement and Customer's credit status. Customer's signature below constitutes authorization for One Communications to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a cash deposit or guaranty in order to receive the Services. In addition, in the event that One Communications determines, in good faith, that the credit worthiness of Customer has materially deteriorated following the commencement of the Service Term, One Communications' reserves the right to require from Customer a cash deposit or such other security as One Communications may reasonably require.

This Agreement, together with (i) (x) in the case of a Service that is voice, converged voice and Internet or data, the applicable tariffs and rate sheets, or (y) in the case of a Service that is a managed service, Internet, MPLS, collocation, off-net DSL or voicemail, the T&C's and any applicable special terms and conditions, (ii) any service level agreement for the Service(s), (iii) the quality assurance program document, (iv) the One Communications 90-day service guarantee, and (v) any addendum hereto mutually agreed by the parties, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. A copy of the quality assurance program document and the 90-day service guarantee are available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this Agreement. This Agreement may not be assigned by Customer without the prior written consent of One Communications, which consent may not be unreasonably withheld, conditioned or delayed. The allocation of a billing telephone number to Customer does not create a property right therein and Customer has no right to assign, sell or otherwise transfer any telephone number to another person or entity. The foregoing restriction does not, however, restrict the ability of Customer to port an assigned number to another service provider of its choice. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Any legal notice to be sent by Customer to One Communications shall be sent to the attention of the General Counsel of One Communications at the following address: 5 Wall Street, Burlington, MA 01803, (F) 781-362-1430. Any legal notice to be sent by One Communications to Customer shall be sent to the address set forth on the signature page to this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law principles. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

There are _____ addendums applicable to this Agreement. By signing this Agreement below, Customer certifies as to the accuracy of the number of Addendums referenced in this paragraph.

[Remainder of Page Intentionally Left Blank]



Customer Proprietary Network Information Notice and Authorization

One Communications, its affiliates and its successors-in-interest are committed to protecting the confidentiality of your telecommunications service information that we have because you have selected us as your service provider. This information is known as Customer Proprietary Network Information ("CPNI"). Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI and to provide this notice.

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by you, and that is made available to us solely by virtue of our carrier-customer relationship. It includes information contained in your bills pertaining to the telecommunications services we provide to you but does not include information derived from non-telecommunications services we provide to you.

In order to better serve your communications needs and to develop, identify, offer, and provide you with advanced products and services, including some that may be different than the class of service we already provide to you, we may access and use your CPNI and share it with our affiliates, agents, partners and vendors and their subsidiaries.

By signing this Agreement either manually or by e-signature, you consent to our access, use and sharing of CPNI as described above. This consent is valid until revoked by you.

You may elect to decline consent now by checking this box.

To limit or revoke consent at any other time, you must notify us in writing at One Communications, 5 Wall Street, Burlington, MA 01803, Attention Regulatory Compliance, or by fax to (781) 362-1307, or by e-mail at exemption@onecommunications.com. You must provide the following information (i) your name; (ii) service billing address, (iii) ten-digit telephone number(s), and (iv) service account number. Your decision will not affect the provision of services you already receive from One Communications.

[Remainder of Page Intentionally Left Blank]



Service Agreement

ONE COMMUNICATIONS

By: _____
(Signature of Authorized One Communications Representative)

Name (please print): _____

Title: _____

Date: _____

Customer: _____
(Insert Full Legal Business Name of Customer)

By: _____
(Signature of Authorized Representative of Customer)

Name (please print): _____

Title: _____

Address for Legal Notices: _____

Attention: _____
Fax Number for Legal Notices: _____

Billing Address: _____
(if different from legal address specified above)

Billing Contact email address: _____

Billing Telephone No.: _____

Date: _____

To the extent that Internet Services are ordered hereunder, the terms of One Communications' Acceptable Use Policy, applies.

The OneSolutionsSM Essential, OneSolutionsSM Enhanced, OneSolutionsSM Digital Voice, OneSolutionsSM Complete, RealBusiness \$ense Unlimited Local and Toll Service; RealBusiness \$ense Unlimited Local, Toll and Long Distance Service; CustomizerSM Service; Unlimited UltraT Service; Advantage Unlimited Service; Unlimited Local Business Line; and Unlimited Business Line; are not available for purchase by auto dialers, telemarketers, dial-up internet service providers, call centers and similar type of businesses. In the event that One Communications determines that the above-noted Customer is such a company, One Communications shall be entitled to either (i) terminate any such Service in which case Customer shall be obligated to pay any applicable termination liability associated with a breach of contract by Customer, or (ii) charge the Customer measured service rates, or (iii) charge an additional fee of \$.015 per call, that are equal to or less than, six (6) seconds in length ("Short Duration Calls"). For all Short Duration Calls, One Communications reserves the right to charge such additional fee retroactive to the Billing Activation Date.

To the extent that the Services purchased by Customer hereunder are off-net Services purchased under a 1, 2 or 3 year term plan, the discount associated with such Services, not the price quoted, is guaranteed for the applicable Service Term.

This quote is firm for thirty (30) days from the date specified above unless indicated differently herein. Alterations or changes after thirty (30) days may be made at the discretion of One Communications without notice.



Customer Authorization

Preferred Carrier Selection

This is to confirm that Customer has selected **One Communications****, as its primary provider of (choose from the following):

- local exchange service
- intraLATA toll service
- long distance service.

This is also to confirm that Customer has designated One Communications as its agent to effectuate the above change(s) in conjunction with each of the phone numbers associated with those Billing Telephone Numbers ("**BTN's**") identified in the chart below or in the Letter of Authorization submitted with this form, including changing its current Local Exchange Carrier ("**LEC**")/Primary Inter-exchange Carrier ("**PIC**"), if any, from its current provider(s) to One Communications. This authorization shall remain in effect until cancelled by Customer in writing.

Customer understands that only one carrier can be selected as the primary carrier for each of the services selected above and that by signing below, its current service provider for the checked services, if any, will be changed to One Communications.

Customer also understands that the selection of a new intraLATA toll or interLATA service provider may result in the imposition of a charge by Customer's LEC/PIC for changing service providers.

Preferred Carrier Freeze

This is to advise that Customer has elected to impose a preferred carrier freeze for each of the following services (choose from the following):

- local exchange service
- intraLATA toll service
- long distance service.

This is also to confirm that Customer has designated One Communications as its agent to effectuate the above preferred carrier freeze with respect to each of the phone numbers associated with those BTN's identified in the chart below or in the Letter of Authorization submitted with this form.

Customer understands that Customer will be unable to make a change in its carrier selection unless it lifts this preferred carrier freeze and that One Communications will not process any request received from a third party on behalf of Customer to lift the preferred carrier freeze.

Customer also understands that implementation of the preferred carrier freeze may result in the imposition of a charge.

This authorization shall remain in effect until cancelled by Customer in writing.

BTNs or BANs

(Check if additional pages are attached)

Customer:

_____ (Insert Full Legal Business Name of Customer)

By:

_____ (Signature of Authorized Representative)

Name (please print):

Title:

Date:

**** For purposes of this form, One Communications means the subsidiary of One Communications Corp. that is licensed to do business in the state in which the services are to be provided to Customer.**