

ISDN PRI LOCAL USAGE SERVICES ADDENDUM

1. ISDN PRI SERVICE DESCRIPTION. Fidium will provide Integrated Services Digital Network (“**ISDN**”) Primary Rate Interface (“**PRI**”) Local Usage Bundle (the “**Service**”) to you as set forth on your order for the Service under the Agreement or a separate service order for the Service (a “**Service Order**”). Each Service Order will identify the scope of the Service and/or equipment that is the subject of such Service Order. Any work, services or facilities not specified in the Service Order will only be provided if available and then subject to Fidium’s then-current retail rates. You will provide to Fidium at each of your locations suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Fidium to provide the Service.

2. TARIFFS AND OTHER REGULATORY MATTERS. As set forth in the Agreement, the terms of any tariff governing the Service will take precedence over the terms of the Agreement. However, if a tariff does not apply (or ceases to apply) to the Service, the terms of the Agreement, including, without limitation, payment terms, limitation of Fidium’s warranties, limitation of Fidium’s liability and indemnification terms will apply to the Service to the

fullest extent permissible by applicable law as of and from the date the Service is or becomes un-tariffed. Additionally, if a Service is or becomes un-tariffed and an applicable regulatory body properly requires the Service to be provided under a tariff, Fidium may, in its sole discretion, either terminate the Service or may otherwise cause the preparation and filing of an appropriate tariff in accordance with applicable regulatory requirements. If Fidium elects to file a tariff, the tariff will supersede the conflicting terms of the Agreement as of the date the tariff becomes effective.

Without limiting the generality of the foregoing, in the event that any governmental body with jurisdiction to do so materially and adversely changes the rights, obligations or risks of Fidium with respect to the Service, then Fidium in its sole discretion may terminate the affected Service Order or the Agreement in whole or in part by providing written notice to you. Additionally, you acknowledge that the rates for the Service must at all times meet the minimum rates permitted under applicable law and/or regulation, and Fidium may adjust such rates at any time with notice to you if the then-current rates are deemed to be below the minimum rates required by applicable law or regulation.