

BILLING POLICIES

This document is incorporated by reference into the underlying agreement (“Agreement”) entered into between Client and Intercom and applies to all Services provided to Client by Intercom Online. Intercom’s Billing Policies are described below. For any questions please do not hesitate to contact the Intercom Billing Department at 212 480 4076 or billing@intercom.com.

A. INVOICES

1. All invoices reflect the following charges:
 - a. recurring charges for the primary service Client is obtaining from Intercom, such as: DSL, colocation rackspace, bandwidth fees, satellite Internet, T1 or T3 Internet access, webhosting, VoIP services, cable Internet, Ethernet, etc.
 - b. recurring charges for ancillary services such as IP addresses, additional email accounts, webmail accounts, etc.
 - c. non-recurring charges, if any, such as one time setup fees, installation fees, router fees, technical support fees, technician dispatch fees, overage fees for bandwidth/hosting/etc., etc.
 - d. usage fees, such as international calls or storage or bandwidth usage beyond the amount allotted.
 - e. Surcharges and Service Fees, which includes Excise, Federal, State and Local Taxes and other service fees that may be applicable, and any sales taxes that may be applicable when purchasing equipment and/or other items from Intercom.
2. Invoices are generally issued on a monthly basis. Client’s first invoice will be prorated to coincide with the calendar month as well as the following month. The first invoice will reflect any advance payments made towards monthly service fees when Client’s Service Order and Agreement are submitted to Intercom. Invoices are billed one month in advance. Usage charges are billed in arrears.
3. Governmental Charges- Intercom may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental and/or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.
4. The rates for the services as described in the Service Order are guaranteed for the applicable Initial Service Term specified in the Service Order, however, rates are not guaranteed for Renewed Service Terms. Initial Service Term commences upon activation of Service.
5. Any changes, upgrades, modifications or additions to the Services requested by Client may be subject to additional fees.

B. PAYMENTS

1. Payments are due within 15 (fifteen) calendar days of the invoice date. If Client needs additional time to remit payment, Client may request an extension via email.
2. Payments are accepted by check, wire transfer, money order and credit card [MasterCard, Visa, and American Express]
3. If Client provides Intercom with credit card information, Client’s account shall be automatically charged each month. Client agrees that Intercom may charge any credit cards on file for any unpaid fees.
4. Bounced checks shall incur a \$35 additional surcharge.

C. LATE PAYMENTS

1. A penalty will be assessed for late payments. The penalty is the higher of \$25 or 1.5% of the amount due, or the maximum amount allowed by applicable law. The same penalty shall apply if the bill is not paid in full 30 days after payment was due, and again each 30 days thereafter.
2. Any payments that are overdue by 15 (fifteen) calendar days shall entitle Intercom to immediately suspend, without notice, Client’s active Service(s) and access to equipment, without any liability or penalty to Intercom, regardless of any and all damages this may cause Client. Once a payment is overdue by 15 days or more, the account is considered to be delinquent. Intercom may also suspend Service(s) before Client’s account is 15 days overdue if Intercom has reasonable cause to do so.
3. If service is suspended due to non-payment or late payment, there shall be a reconnection or reinstatement fee of \$150.00 for each circuit and \$50 for each device which has to be reconnected or reinstated, which shall be

payable, in addition to any penalties and overdue amounts, before service is resumed. Reconnection after full payment is received will take place on a best efforts basis with no guarantee as to the timing of reinstated service; however, attempts will be made to reinstate service within 2 (two) business days.

4. All fees and charges will continue to accrue during any periods of suspended Service.
5. Under Intercom's discretion, Intercom may suspend or terminate any and all Services to Client if Client is delinquent in payment for any Service.
5. Intercom may also refuse to provide new services to Client if payment is overdue by 15 (fifteen) calendar days until such delinquency is cured.
6. If Client's Service has been suspended due to non-payment for over 5 (five) business days, Intercom has the right to terminate service and Client shall immediately owe the remaining monthly recurring fees through to the end of the term of the Agreement.
7. Intercom may withhold technical support if payments are overdue.
8. Client shall be responsible for all collections and legal costs incurred by Intercom to obtain payment and/or to recover Equipment.

D. DISPUTES & CREDITS

1. Visit http://www.intercom.com/site_docs/IntercomSLA.pdf in order to view Intercom's Service Level Agreement (SLA) and policy on credits based on service outages on Intercom's network.
2. Any credits due to Client will be reflected on the subsequent invoice. Credits shall be applied only to accounts on which payments are not overdue. If Client's account is overdue, Intercom will apply the credits due to Client once account is brought up to date on the next invoice.
3. Billing disputes must be submitted in writing via email, fax or postal mail to Intercom's billing department within 30 (thirty) calendar days following the date of the invoice along with full payment of the undisputed portion of the invoice and with a sufficiently detailed claim identifying and substantiating the disputed amount (the "Claim"). After receiving the Claim, Intercom will undertake an investigation of the disputed amount. At the conclusion of the investigation, Intercom will notify Client what portion if any, of the disputed amount, was accurately and correctly billed by Intercom. That amount will be due within 5 business days. Unless a Claim is submitted in this manner and received by Intercom within 30 (thirty) days from the date the applicable invoice is issued, Client waives all rights to dispute such charges.

E. OTHER FEES

1. CANCELLATION FEES – In accordance with the Terms and Conditions of the Service Agreement, early termination fees will apply if service is terminated prior to the end of the contract term. Client will be billed for a minimum of the 30 day notice period based on the date of receipt of the cancellation form, which can be found here: http://internal.intercom.com/site_docs/myDSL_Cancel_Form.pdf. Until the form is received, cancellation cannot be processed and Client will continue to be billed regularly.
4. CREDIT CARD DISPUTE FEES – Intercom's policy is to make only authorized charges to Client's credit card per this Agreement. If Client finds any charge to be in error or in any way incorrect, Intercom urges Client to contact Intercom's Billing Department directly about the possible error. Intercom will issue a refund for any amount overcharged. If Client disputes a charge with the credit card company without having first attempted to resolve the dispute with Intercom, Client will be charged a fee of \$50.00 to cover Intercom's administrative costs of addressing the dispute with Intercom's merchant bank.

F. NEW DOCUMENTATION

A new Agreement and Service Order must be executed for any of the following reasons:

1. Client moves installation address and requests Services at the new address,
2. Client's company is merged into another company or acquired by another company,
3. Client's company's name is changed,
4. Client is moving out of current location and another company wishes to take over the Service provided by Intercom, and Client wishes to be relieved of Client's obligations under Client's contract with Intercom.
5. Client requests changes to term commitment after expiration of Initial Term.