

## Spectrotel Inside Wiring Maintenance Plan TERMS & CONDITIONS

**Spectrotel, Inc.** (Spectrotel, Inc. may be referred to as “Spectrotel”, or “we” or “our”) offers an Inside Wiring Maintenance Plan (sometimes collectively referred to hereinafter as “Wiring Maintenance Plan” or “Plan”) only to residential and business plain old telephone service (“POTS”) and Centrex local exchange telephone service customers (hereinafter referred to as “Customers” or “you”). The Inside Wiring Maintenance plan is optional. The following Terms and Conditions will govern the provision of the Plan.

**IMPORTANT NOTE:** Read these Terms and Conditions. Your agreement to these Terms and Conditions is indicated by your payment of the relevant charges on your bill.

**Note:** If your phone service is located in a multi-unit building (rented/leased facilities, dormitory, military housing, condominium, cooperative dwelling, nursing home or other group living facility) you should determine whether you or your landlord/manager is responsible for repairs to your telephone inside wiring prior to subscribing to this service.

### DESCRIPTION OF INSIDE WIRING MAINTENANCE PLAN:

The Inside Wiring Maintenance plan is an optional plan that provides diagnosis and repair of inside wiring for a monthly fee. Under this plan, we will repair or replace the defective standard inside wiring at no cost to you. Inside wiring is defined as wiring from the local telephone company demarcation point to the telephone jack at the customer premises. Unless specified otherwise, the term “Inside Wire” or “Inside Wiring” when used in these Terms and Conditions, shall include inside telephone wire and jacks.

**Surface mounting is the standard for replaced wiring and jacks. Requests for replacement of concealed wire requiring extra work will be subject to time and material charges.** Trouble isolation can often be accomplished through office testing facilities. We reserve the right to dispatch at our discretion to isolate service problems.

To request maintenance service you should call **Spectrotel Customer Care at 1-888-773-9722.**

### The following services are INCLUDED in the Inside Wiring Maintenance Plan:

- Diagnostic and repair of jacks and inside wiring (from the demarcation point) that are connected to the network and subsequently cease to function due to normal wear and tear or accidental damage.
- Diagnostic and isolation of trouble caused by terminal equipment; namely phones, faxes, and modems. Terminal equipment itself, however, is not covered under the Inside Wiring Maintenance Plan.

The above services will be performed during normal business hours.

### The following services are EXCLUDED from the Inside Wiring Maintenance Plan:

- Repair of complex inside wiring associated with multiple lines that use common equipment. This includes telephone stations that are part of a key or PBX telephone systems and lines connected to coin telephones.
- Repair or replacement of telephone sets or other telephone equipment at your premises.
- Pre-existing conditions and problems with your inside wiring or telephone jacks.
- Repair or replacement of inside wiring or jacks rendered necessary due to negligence, willful damage or vandalism, deliberately or intentionally cut wire, excessive repair requests (as may be reasonably determined by Spectrotel, Inc.); flood, earthquake, acts of war, fire, lightning or other acts of God affecting a large number of premises.
- Repair or replacement of inside wiring or jacks that do not meet electrical codes or applicable standards and regulations as outlined in the National Electrical Code; the Electronic Industry Association Standards and Part 68 of the Federal Communications Commission rules.
- For multiunit dwellings, problems occurring in horizontal and/or riser cable or problems we are prevented from accessing, for example, by the owner of the property, by governmental or military authorities (i.e., the Customer lives on a military base), or by your landlord.
- Repair or replacement of inside wiring or jacks rendered impossible due to lack of access to premises.
- Repair or replacement of wiring or jacks in boats, boat docks or marinas.
- The provision and installation of additional wiring and jacks at existing or new premises.
- Restoration of your premises if you ask Spectrotel to replace concealed wire.
- Repair or replacement of outside wiring (whether aerial or buried) connecting a detached structure on the same premises.

### PLAN ELIGIBILITY:

- The Plan is only available to customers who subscribe to Spectrotel local voice service.

- A customer that subscribes to the Inside Wiring Maintenance plan for a location must do so for all the telephone lines at that location.

**CUSTOMER'S RESPONSIBILITY:**

- You are responsible for reestablishing the connection to and reprogramming and testing of any telephone equipment or other CPE (Customer Premise Equipment) as required. Such equipment includes automatic dialers, fire and burglar alarms, meters, sensors, answering devices, and telephones.
- Spectrotel will schedule an appointment with you. You must be available and must grant access to the demarcation point at the scheduled time. If you are not available or miss 2 consecutive appointments, Spectrotel reserves the right to charge for additional dispatch or cancel the Inside Wiring Maintenance Plan.
- You are responsible for timely payment of your telephone bill. Inside Wiring Maintenance dispatches will only be made if your account is current and is in good standing.

**CHARGES, TAXES AND FEES:**

You agree to pay your current charges for the Wiring Maintenance Plan, as well as taxes and fees assessed against either you or Spectrotel on the charges and all late payment, interests or other fees as stated on your telephone bill. For current prices for service described in these Terms and Conditions, taxes and other applicable fees, check your telephone bill or call Customer Care at the number listed on your telephone bill.

**DATE OF EFFECTIVE COVERAGE:**

The Wiring Maintenance Plan goes into effect one month after sign up.

**CANCELLATION OF SERVICE:**

Minimum period of the Plan is 1 year. The Inside Wiring Maintenance Plan cannot be cancelled less than 12 months after the start date (the minimum period). If service is discontinued within one year, there is a \$35.00 early termination fee. Spectrotel will automatically bill a cancellation fee of \$35.00 if the Inside Wiring Maintenance Plan is cancelled before the expiration of said 12-month period. After the 12-month minimum period, the Inside Wiring Maintenance Plan will continue to be provided under the same terms and conditions until modified or terminated by Spectrotel or terminated by you should you decide to do so. Should you decide to cancel the Inside Wiring Maintenance Plan after the 12-month minimum period, no cancellation fee will apply. You may contact Spectrotel to terminate your coverage. Termination will take effect following verbal notice thereof.

**LIMITATION AND EXCLUSION OF LIABILITY:**

Under no circumstance will Spectrotel, Inc. be liable for any indirect, incidental, special, exemplary or consequential damage, such as, but not limited to, loss of profits, data, or expected savings, even if Spectrotel Inc. was advised of the possibility thereof. Spectrotel, Inc.'s total liability arising out of or in connection with the Inside Wiring Maintenance Plan and your exclusive remedy is limited to the amount you paid for the Inside Wiring Maintenance Plan over the previous 12 months.

**CHANGES TO TERMS AND CONDITIONS:**

Charges for the plan are subject to change with 30 days' notice. Notice may be in the form of a bill insert or other written notification. The payment of applicable charges by you or a request for services under the plan, after receiving such notice of change will be deemed agreed to by you to the changes in the charges, terms or conditions. Spectrotel, Inc. reserves the right to charge additional fees and/or immediately terminate the Inside Wiring Maintenance Plan should Spectrotel, Inc. determine that you are acting in an abusive manner, are not fulfilling your obligations under the Inside Wiring Maintenance Plan, or are not paying the monthly fee when due. Spectrotel, Inc. may terminate this agreement upon 30 days' notice to you if Inside Wiring Service is or becomes uneconomical or if Spectrotel determines, at its sole discretion, that it no longer desires to offer Inside Wiring Service at your location.

**GENERAL PROVISIONS:**

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision. We will not be liable for any delay or failure to perform our obligation.

**ENTIRETY OF AGREEMENT:**

NO REPRESENTATIVE OF SPECTROTTEL, INC. HAS THE AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY TO YOU OTHER THAN THAT STATED IN WRITING IN THIS AGREEMENT. THIS AGREEMENT SUPERCEDES ANY PREVIOUS AGREEMENT WITH RESPECT TO THE PROVISION OF INSIDE WIRING MAINTENANCE SERVICE BY SPECTROTTEL TO YOU. THIS AGREEMENT CONSTITUTES THE COMPLETE EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN SPECTROTTEL, INC. AND YOU CONCERNING THE PROVISION OF THE INSIDE WIRE MAINTENANCE PLAN. March, 2004.