

Exhibit A



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BUSINESS & RESIDENTIAL SERVICES APPLICATION

CUSTOMER INFORMATION (WHERE THE SERVICE IS LOCATED)

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
SOCIAL SECURITY # _____
BUSINESS TAX ID# _____

BILLING INFORMATION

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PHONE # _____

CREDIT CARD PAYMENT (OPTIONAL) PLEASE CHARGE THIS CREDIT CARD FOR MY MONTHLY EXPENSES - AN ITEMIZED CALL DETAIL REPORT WILL STILL BE SENT

CREDIT CARD: MASTERCARD VISA AMERICAN EXPRESS DISCOVER SIGNATURE: _____
CARD NUMBER: _____ EXPIRATION DATE: _____ TODAY'S DATE: _____

SERVICES DESIRED (CHECK ALL THAT APPLY) BUSINESS ACCOUNT RESIDENTIAL ACCOUNT

POWER ONE (1+) LONG DISTANCE ACCOUNT CODES? YES NO VERIFIED? YES NO (# OF CODES: _____ # OF DIGITS _____)

INTRALATA TOLL SERVICES THIS CHANGE APPLIES TO LOCAL IN-STATE TOLL-CALL CHARGES ONLY, NOT LOCAL SERVICE - CUSTOMER INITIALS _____

800# EXISTING? NEW EXISTING 800# CARRIER _____ EXISTING 800 # _____

RING TO NUMBER FOR 800#: _____ NOTE: EXISTING 800# REQUIRES NEW RESPOG FORM.

800# WITH PIN - 1(800) 860-4000 + 6 DIGIT PERSONAL IDENTIFICATION NUMBER

CALLING CARDS #OF CARDS REQUESTED _____ PIN #'S REQUESTED (Use Different PINS) 1) _____ 2) _____ 3) _____

MAIN BILLING TELEPHONE NUMBER: _____ LIST BELOW OTHER NUMBERS WHICH SHOULD ALSO BILL TO THIS TELEPHONE NUMBER

ADDITIONAL TELEPHONE NUMBERS: _____

TERMS AND CONDITIONS (SEE NEXT PAGE FOR ADDITIONAL TERMS AND CONDITIONS)

- THERE MAY BE A MONTHLY FEE FOR 800# SERVICE
- TERMS AND CONDITIONS ARE SUBJECT TO STATE AND FEDERAL LAWS. INTRASTATE RATES VARY BY STATE.
- CUSTOMER HEREBY AGREES TO ACCEPT FINANCIAL RESPONSIBILITY FOR ALL CHARGES ARISING FROM THE USE OF SERVICES ABOVE.
- IT IS MY RESPONSIBILITY TO NOTIFY POWERNET GLOBAL COMMUNICATIONS OF ANY LOST OR STOLEN CALLING CARDS.
- THE TERMS AND CONDITIONS OF SERVICE ARE AS STATED IN THIS BUSINESS/RESIDENTIAL SERVICES APPLICATION AND IN APPLICABLE TARIFFS.
- CUSTOMER UNDERSTANDS THAT ALL BALANCES ARE DUE UPON RECEIPT PAYABLE DIRECTLY TO PNG TELECOMMUNICATIONS, AND THAT ALL BALANCES OUTSTANDING AFTER 30 DAYS ARE SUBJECT TO A LATE CHARGE OF 1.5% PER MONTH.

LETTER OF AGENCY

I AUTHORIZE POWERNET GLOBAL COMMUNICATIONS (PNG) TO BE MY PRESUBSCRIBED CARRIER FOR THE SERVICES AND TELEPHONE NUMBER(S) DESIGNATED ABOVE, AND NO OTHERS. I UNDERSTAND THAT BY SIGNING THIS FORM, PNG WILL BECOME MY PRESUBSCRIBED CARRIER FOR EACH SERVICE SO AUTHORIZED. I FURTHER UNDERSTAND THAT I CAN ONLY HAVE ONE PRIMARY CARRIER FOR EACH SERVICE PER TELEPHONE NUMBER AND THAT I MAY INCUR A CHARGE FOR THIS CHANGE IN PRESUBSCRIBED CARRIER, I REPRESENT THAT I AM AUTHORIZED TO DESIGNATE THE PRESUBSCRIBED CARRIER FOR THE NUMBERS LISTED ABOVE. BY SIGNING YOUR NAME, YOU ARE STATING THAT ALL PRECEEDING INFORMATION IS CORRECT AND THAT YOU FULLY AGREE TO THE TERMS & CONDITIONS.

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

THIRD PARTY VERIFICATION#: _____

RATE CODES (FOR AGENT USE ONLY) 1+LD **A69NRTC** 800# **E69NRTC** CALLING CARDS _____ MRC _____

AGENCY CODE **NRT** AGENT ID **NRT1WASHVT** PHONE **877-703-0844** FAX **800-898-8653**

POWERNET GLOBAL COMMUNICATIONS
BUSINESS/RESIDENTIAL SERVICE AGREEMENT
OTHER TERMS AND CONDITIONS

1. CUSTOMER hereby orders and PowerNet Global Communications ("PNG") agrees to provide communications services ("Services") pursuant to this Residential/Business Agreement ("Agreement"). The rates, terms and conditions set forth on both sides of this form shall be deemed to constitute this Agreement along with the provisions of any Applicable Tariffs. The provisions of any Applicable Tariffs are incorporated herein by this reference. Service will be provided in accordance with the rates, terms and conditions described in this Agreement and the rates terms and conditions in Applicable Tariffs pertaining to the Services provided under this Agreement. Applicable Tariffs are the PNG tariffs filed with the utilities regulatory commission or board of Customer's state.
2. The term of this Agreement is as specified or is one month if no term is specified.
3. In the event of any inconsistency between the terms of any Applicable Tariff and this Agreement, the terms of the Tariff shall prevail. PNG shall use its best efforts to maintain all Applicable Tariffs consistent with the terms of this Agreement.
4. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT OR THE APPLICABLE TARIFFS, PNG EXCLUDES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PNG'S LIABILITY TO CUSTOMER IS SUBJECT TO THE LIMITATIONS STATED IN THIS AGREEMENT AND APPLICABLE TARIFFS. The liability of PNG Telecommunications for damages arising out of the furnishing of its services including, but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, representations by the company or failure to furnish service whether caused by acts or omissions of the company or any third party shall be limited to the prorated charge for services for the applicable period. PNG Telecommunications will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages.
5. This Agreement (whether in contract, indemnity, warranty, strict liability, tort or otherwise, except choice of law) shall be governed by the State of Ohio and applicable federal statutes or, as relevant to discontinuance of service only, the law of CUSTOMER'S state.
6. The Customer is required to pay all charges for service in accordance with the Company's billing and collection practices. The Customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages place from his or her station(s) and in connection with toll messages received at his or her station on which the charges have been reversed with the consent of the person called. The billing period shall be one month. CUSTOMER must remit payment for all billed charges by the due date shown on the bill. PNG may apply a one-time late payment charge of 1.5% of any unpaid amount.
7. In the event that CUSTOMER fails to pay all billed charges by the due date shown on any bill, PNG may discontinue provision of the Services to CUSTOMER after appropriate notice as required by the law of the CUSTOMER'S state. CUSTOMER shall remain liable for payment of all charges incurred for the use of the Services.
8. PNG may assess a Returned Check Fee as allowed by the law of CUSTOMER'S state for any dishonored check presented to PNG by CUSTOMER as payment for the Services.
9. PNG may refuse to provide the Services to any CUSTOMER who fails to establish acceptable credit. PNG, from time to time, may request that CUSTOMER re-establish credit or provide additional security as a condition of continued service. Failure of CUSTOMER to provide such additional security shall be deemed a breach of this agreement and cause for termination of this agreement and of CUSTOMER'S service.
10. THIS AGREEMENT AND THE APPLICABLE TARIFFS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO. No change, modification or waiver of any of the terms of this Agreement, except for revisions to the Applicable Tariffs shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto.
11. CUSTOMER represents and warrants that the person executing this Agreement on CUSTOMER'S behalf is fully authorized to do so.
12. CUSTOMER'S obligation to pay all charges incurred under this Agreement shall survive termination. CUSTOMER shall notify PNG of any sale, merger or other transaction in which control of CUSTOMER or substantially all of CUSTOMER'S assets is transferred to another person or entity. This Agreement shall be binding on CUSTOMER'S successors and assigns. Revised 3/1/01