

XO Enterprise SIP Terms and Conditions

1.0 Service Description. XO Enterprise SIP (“ESIP”) is a service utilizing IP technology to provide converged voice and data service over a single IPVPN connection to a Customer Premises (hereinafter referred to as “Customer Enterprise Service Location” or “ESL”) via a SIP trunk furnished by XO. ESIP Service accommodates both inbound and outbound converged voice and data traffic to and from the ESL, as well as branch locations interconnected with the ESL (“Branch Locations”), by utilizing bandwidth available via the SIP trunk. ESIP Service supports multiple voice-grade equivalent concurrent calls (“Sessions”), subject to Customer's selection of port speeds, and provides local, long distance and data communications service capabilities. For interconnections between the ESL and Customer Branch Locations, Customer may elect to use either XO-provided VPN or third-party networks.

2.0 Local Services

ESIP Service includes unlimited local calling minutes subject to the usage requirements described below, which includes features such as Local Directory Assistance, Local Operator Services and Directory Listings at the rates set forth at www.terms.xo.com.

'Site to Site' Calling (i.e. calls between internal Customer locations) is managed by the Customer's own private data network.

3.0 Long Distance Services

Long Distance Services refers to long distance usage outside of the local calling area (i.e., IntraLATA, Intrastate, Interstate and International). Unless otherwise set forth on XO's website at www.terms.xo.com with respect to specific Long Distance Plans, all Domestic Long Distance calls (i.e., IntraLATA, Intrastate, and Interstate calls) for the below listed Long Distance products are billed in six (6) second minimums and six (6) second increments and rounded to the nearest penny. All other Long Distance calls, such as International Long Distance calls, will be billed in XO standard billing increments in accordance with the terms and conditions set forth at www.terms.xo.com. If in any given month more than ten percent (10%) of Customer's Long Distance calls are six (6) seconds or less in duration ("Short Duration Calls"), then XO will bill, and Customer agrees to pay, a surcharge of one penny (\$.01) per call for such Short Duration Calls to be billed by XO in the following month or quarter, depending on the review period, as determined by XO.

The Service includes long distance calling minutes for inbound or outbound domestic usage subject to the limitations and usage requirements described below. Customer must select the appropriate calling plan based on Customer's long distance calling needs. A single basic Toll-Free number is available with the Service at no additional charge. Charges for international long distance calling will be billed at the applicable standard service rates reflected at www.terms.xo.com. Customer must select from (i) a XO Corporate Long Distance Plan, or (ii) one of the XO IP Long Distance Business Plans set forth at www.terms.xo.com or (iii) a pay as you go rate based on Customer's calling needs. Corporate Long Distance and IP Long Distance plans, pricing and terms are located at www.terms.xo.com (unless provided to Customer as a separate addendum) and are hereby incorporated into this Exhibit.

4.0 Data Services

4.1 Dedicated Internet Access. Dedicated Internet Access (“DIA”) service is available with ESIP Service. The bandwidth available for each DIA port will vary based on simultaneous voice usage at any given time. The ESIP Service also includes standard website hosting services **on orders placed prior to July 1, 2014.**

4.2 IP VPN Component. If Customer elects to obtain IPVPN Service from XO between Customer branch locations, XO will apply an IP VPN feature charge for the VPN portion of the Service. XO will provide IP VPN service to Customer for use with ESIP Service pursuant to the terms and conditions for IP VPN located at www.terms.xo.com. Class of Service will be available

and is included as part of the VPN feature charge.

4.3 Acceptable Use Policy: Customer acknowledges that it has reviewed the XO Acceptable Use Policy ("AUP") which may be found at <http://www.xo.com/legal-and-privacy/acceptable-use/> and agrees to be bound by the then current version of the AUP. The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference and made a part of this Agreement. The Customer agrees to check back to the AUP website periodically to review any changes to the AUP.

5.0 Other Requirements

5.1 Usage Requirements. ESIP Service may not be used in connection with resale applications, auto-dialers, foreign exchange services, public telephone services, calls to Internet Service Providers, broadcast facsimile applications, or aggregated end-user traffic such as that undertaken by educational institutions, nor may ESIP Service be deployed at any Customer collocation space. XO reserves the right either to discontinue furnishing ESIP Service or to move the Customer to an alternative usage plan or product if Customer's usage, in XO's sole discretion, is deemed not to be that of a typical business user or if the service is being used by Customer for any prohibited application. Customer shall remain responsible for any applicable early termination charge if it chooses to terminate service as a result of XO's modification of the Customer's usage plan or product.

5.2 E911 Capability. To receive ESIP Service, Customer must review and acknowledge acceptance of a Disclosure Addendum indicating that any E911 calling capability associated with Service: (a) may not be available during an electrical power outage affecting the Service location; (b) will not be available if Customer's broadband connection service has been disrupted and not restored; (c) will not be available if Service has been discontinued for any reason, including Customer non-payment; (d) may not be available or may be routed to emergency personnel unable to respond at locations other than the location for which a Service address has been furnished to XO; (e) may not be available or may be routed to emergency personnel unable to respond, if Customer has disabled or damaged the XO-provided Interactive Access Device or removed it to a location other than one for which a Service address has been provided to XO; or (f) may be delayed or unavailable due to network congestion or other problems affecting the network. Customers are encouraged to acquire and maintain alternative means of accessing E911 service and to inform their authorized users of emergency calling alternatives available to them.

5.3 Nomadic 911 Service. Nomadic 911 is an optional service which may be added to ESIP Service. If Customer chooses to add Nomadic 911 Service, it must comply with the Nomadic 911 Service Terms and Conditions set forth at www.terms.xo.com and use the Nomadic 911 Service for each telephone number that can be used at a location other than an ESL or Branch Location receiving XO ESIP Service. Unless Customer subscribes to XO's Nomadic 911 Service, Customer is prohibited from making 911 calls via XO's ESIP Service from any location other than an ESL or Branch Location receiving XO ESIP Service.

5.4 Equipment. ESIP requires the use of either XO-managed or Customer-managed equipment located on Customer Premises.

5.5 Customer PBX Configuration. The standard interface at Customer Premise will be a Customer-provided router. Customer may also connect to XO SIP trunks via Customer-provided Session Border Controllers ("SBCs") in front of Customer's PBX. Should Customer choose to terminate directly to an IP-PBX, notwithstanding successful lab testing of ESIP with respect to the compatibility and operability of Customer's PBX configuration, XO makes no representations or warranties of any kind regarding the impact that such configuration will have on Customer's business requirements or interoperability with Customer's other systems. Although XO will configure Customer's voice service according to the specified standard configuration, it is the sole responsibility of Customer and Customer's PBX vendor to ensure that the phone equipment is set

up to accept XO Service and that the PBX configuration is suitable to satisfy Customer's business requirements. XO does not support open-source software in its provision of the Service and Customer is prohibited from using open-source software. In the event that Customer utilizes a PBX system that has not been tested and certified by XO prior to installation ("Non-Certified PBX"), then XO may nonetheless agree to provide the SIP Service, provided that XO's Service Level Agreements ("SLAs") for SIP will not apply with respect to SIP Services connected to such Non-Certified PBX; and further, Customer may be charged for costs incurred by XO that are associated with XO SIP Services connected to a Non-Certified PBX, including technician fees for installation, maintenance, troubleshooting, and configuration.

5.6 Virtual DID's. ESIP Service Virtual DIDs enable customers to receive local telephone calls from remote XO markets - different from the XO market in which the customer is physically located. Customer agrees and understands that Virtual DIDs are provided to Customer pursuant to all applicable tariffs and price lists of XO and/or its affiliates and successors. Customer represents and warrants that all traffic being delivered by Customer to XO for local termination, and all traffic that XO delivers to Customer, has originated in the same local calling area in which the Customer's NPA-NXX is assigned, or that the traffic is legally entitled to be treated as local. Customer further represents and warrants that it will comply with all applicable laws, rules, and regulations relative to any use of telephone numbers provided to Customer by XO.

5.7 Use of XO ESIP. Customer may use ESIP Services solely for its own benefit and the benefit of its users. Customer shall not share, resell or allow the use of the ESIP Service, in whole or in part, by any third party, including but not limited to other providers of computer or communications services. XO ESIP Service may not be used to originate or terminate traffic associated with any switched service obtained from a third party. Customer acknowledges and agrees that all requirements and restrictions contained in Section 6.0 of the General Terms and Conditions set forth at www.terms.xo.com ("Regulatory/Legal Compliance") are applicable in all respects to its subscription to, and use of ESIP Services. Customer is prohibited from intermingling traffic or for utilizing ESIP Service for anything other than providing an ESIP originated and/or terminated service to its End Users in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all traffic delivered by Customer to XO hereunder is ESIP-originated, and all traffic delivered by XO to Customer hereunder is ESIP-terminated, in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges. In addition, Customer expressly agrees, represents and warrants that no calls will be made via use of ESIP Service from any location other than (i) the actual Customer Premises specifically designated by Customer on the SOA and at which ESIP Service is established or, (ii) from Customer branch locations interconnected to such Customer Premises by XO-provided VPN or third-party networks. Customer understands and agrees that these covenants and the provisions set out in Section 6.0 of the General Terms and Conditions are material and essential parts of the Agreement and that Customer's breach of any of these applicable provisions constitutes a material default of the Agreement. XO reserves the right to modify rates to reflect applicable access or other charges and/or terminate the Agreement and/or the Services for cause immediately upon written notice to Customer if XO determines in its sole discretion that Customer is using or plans to use the Services in a manner inconsistent with any of the aforementioned provisions or Customer fails to pay any such access or other charges. Without limiting any other provision of the Agreement, Customer further represents and warrants that it will use the Services in conformance and compliance with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to "do not call" lists or registries. XO may audit Customer's traffic to ensure that Customer is complying with the Regulations, as well as with the prohibitions set forth above.

6.0 Features and Price Changes

6.1 ESIP Portal. This feature provides Customer with a web-based interface that allows Customer to make changes to its existing voice services by accessing XO's customer portal.

Terms applicable to the customer portal apply to such use and Customer must agree to such terms.

[6.2 Service Charges and Price Changes. Applicable Non-Recurring Charges (“NRCs”) and Monthly Recurring Charges (“MRCs”) for ESIP Service will be listed on the Service Order Agreement, in addition to those listed herein. Charges for ESIP Services are subject to change during the Service Term in accordance with the following procedures. XO will provide notification to the Customer in advance of any price increases. Price reductions will be effective immediately without any written notification. If Customer elects not to accept a price increase, it may notify XO in writing of its intent to terminate the ESIP Service(s) within thirty (30) days of receipt of the notice of the rate increase. After XO receives such notice, XO will terminate Customer's service within sixty (60) days of such receipt. In such event, Customer will not be liable for early termination charges as may otherwise be due. Customer will be obligated to pay the increased price, prorated if applicable, during the termination notice period. Customer's use of XO ESIP after the thirty (30) day notice period will constitute its acceptance of the price increase.]

7.0 Termination Charges. As set forth in Section 8 of the General Terms and Conditions, an early termination charge equal to one hundred percent (100%) of the monthly recurring charge multiplied by the number of months remaining in the Service Term will apply if Service is terminated after the Start of Service Date but prior to the expiration of the Service Term, including discontinuation of Service due to Customer's failure to pay any amount required under the Agreement when payment is due.

8.0 Service Extension Charges. XO will terminate Service at no additional charge at a minimum point of entry (“MPOE”) on Customer or End User Premises. The MPOE will be determined in all instances solely by XO. If Customer needs an extension of Service beyond the MPOE (and XO is willing to provide the extension), the charge for such extension will be as set forth at www.xo.com/SiteCollectionDocuments/information/Rates_Charges/dedicated_transport_service_charges.pdf. If, after preparing to begin work on Customer or End User Premises, XO determines that additional work is required, XO will so advise Customer and the Parties will agree in writing to any additional charges before XO continues with the work.

9.0 XO WorkTime Feature. XO WorkTime is a mobile application of XO's VoIP services that may be added to Customer's Service for an additional monthly charge. XO WorkTime allows Customers to use their existing or XO-provided telephone numbers (“TN”) as a mobile application. Customers must provide their own devices and such devices must be Operating System compatible (i.e., Android or Apple iOS). XO WorkTime includes voice and video calling, instant messaging and presence, and texting. Data usage is not included with XO WorkTime and must be provided by Customer. XO WorkTime includes five thousand (5,000) texts per month per TN; Customer will be charged twenty-five cents (\$0.25) per text per TN for each text during a monthly billing cycle thereafter. WorkTime includes unlimited instant messaging and presence. There are no guarantees or SLAs associated with XO WorkTime. Customer is authorized to originate calls using XO WorkTime from the United States. Nomadic 911 is included with the PC version of XO WorkTime. Customers that are using the PC version of XO WorkTime must comply with XO's Nomadic 911 Terms and Conditions set forth at www.terms.xo.com and use the Nomadic 911 Service for each telephone number that can be used at a location other than the particular Customer Premises at which Service is being provided by XO.