

XO IP Flex Terms and Conditions

1.0 Service Description. XO IP Flex is a service that utilizes IP technology to provide converged voice and data service over a single connection to a Customer Premises via a local loop furnished by XO. IP Flex accommodates both inbound and outbound converged voice and data traffic by utilizing channels available via the local loop. IP Flex Service supports multiple analog lines or multiple voice-grade equivalent channels, subject to Customer's selection of port speeds, and provides local, long distance and data communications service capabilities.

2.0 Local Services

IP Flex 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.

IP Flex includes unlimited 'Site to Site' Calling (i.e. calls for customers with multiple locations calling between locations are included at no additional charge). This includes any site for a customer utilizing any of the following XO products: XO IP Flex and XO IP Flex with VPN.

Customer is required to retain at least one (1) local line/telephone number throughout its Service Term. In the event Customer chooses to port out all of its local lines/telephone numbers prior to the expiration of its then current Service Term, XO may, upon thirty (30) days' notice: (1) terminate Customer's IP Flex Service, thereby subjecting Customer to early termination charges, as set forth in Section **8.0** below; or (2) convert Customer to a more appropriate technological solution, thereby requiring Customer to execute a new SOA with XO for the provision of such appropriate technological solution with a Service term length either: (a) equal to or greater than the length of time remaining on its then current IP Flex Service Term, if the length of time remaining on Customer's then current IP Flex Service Term is greater than one (1) year; or (b) one (1) year, if the length of time remaining on Customer's then current IP Flex Service Term is equal to or less than one (1) year.

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 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 Service. Dedicated Internet Access Service is included with IP Flex. The bandwidth available will vary based on simultaneous voice usage at any given time. The IP Flex Service also includes the standard Web Basics package on orders placed prior to July 1, 2014.

5.0 Other Requirements

5.1 Usage Requirements. IP Flex Services may not be used in connection with 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 IP Flex Services be deployed at any Customer collocation space. XO reserves the right either to discontinue furnishing IP Flex Service or to move 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 the Service as a result of XO's modification of the Customer's usage plan or product.

5.2 E911 Capability. To receive IP Flex 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 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. **XO shall not be liable for either: (1) the misrouting of any calls made to PSAPs or to municipal emergency service providers; or (2) any information provided to PSAPs by a third party Private Switch Automatic Location Information ("PS/ALI") vendor used by Customer.**

5.3 Nomadic 911 Service. Nomadic 911 is an optional service which may be added to IP Flex 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. Customer must use the Nomadic 911 Service for each telephone number that can be used at a location other than the particular Customer Premises at which a Service is being provided by XO. Unless Customer subscribes to XO's Nomadic 911 Service, Customer is prohibited from making 911 calls via XO's IP Flex Service from any location other than the particular

Customer Premises at which IP Flex Service is being provided by XO. **Nomadic 911 Service is not available for telephone numbers for which Customer uses a PS/ALI vendor.**

5.4 Equipment. IP Flex Service requires the use of a XO provided router located on Customer Premises, which converts Customer traffic to IP prior to delivery over its IP network.

5.5 Customer PBX Configuration. Notwithstanding successful lab testing of IP Flex Service 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.

5.6 Use of IP Flex Service. Customer is prohibited from intermingling traffic or for utilizing this service for anything other than providing an IP Flex 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 IP Flex originated, and all traffic delivered by XO to Customer hereunder is IP Flex 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 XO IP Flex from any location other than the actual Customer Premises specifically designated by Customer on the SOA and at which IP Flex is established. Customer understands and agrees that the covenants and the provisions set out in the Agreement are material and essential parts of the Agreement and that Customer's breach of any of these application 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 applicable laws and regulations 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 herein.

5.7 Limitations on Use. Customer may use IP Flex Services solely for its own benefit and the benefit of its End Users. Customer shall not share, resell or allow the use of the IP Flex Service, in whole or in part, by any third party, including but not limited to other providers of computer or communications services.

5.8 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.

6.0 Features and Price Changes

6.1 Online Feature Management. This feature provides Customer with a web-based interface that allows the 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 the Customer must agree to such terms.

6.2 Service Charges and Price Changes. Applicable Monthly Recurring Charges ("MRC") and Non-Recurring Charges ("NRC") for IP Flex Services will be listed on the Service Order, in addition to those listed herein. Charges for IP Flex Services are subject to change during the Service Term in accordance with the following procedures. XO will provide notification to 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 agreement for IP Flex within thirty (30) days of receipt of the notice of the rate increase. After XO receives such notice, it will terminate Customer's Service within sixty (60) days of such receipt without imposing any termination liabilities. Customer will be obligated to pay the increased price, prorated if applicable, during the termination notice period. Customer's use of IP Flex Service after the thirty (30) day notice period will constitute its acceptance of the price increase.

7.0 Service Level Guarantees

7.1 Network. The Dedicated Internet Access Services (DIA) Service Level Agreements (SLAs), set forth at www.terms.xo.com apply and are incorporated herein by reference.

7.2 Voice. For XO Voice Service outages due exclusively to the fault or failure of XO, Customer, after an outage has been reported and the fault or failure is shown, will receive credit based on the MRC as follows:

1 hour to 4 hours	1/4 day credit
4 hours to 8 hours	3/4 day credit
8 hours to 24 hours	1 day credit
Over 24 hours	1 day for each 8 hour period over 24 hours

Limits on the credit and the reporting procedures are detailed below.

7.3 Credit Limits and Reporting Procedures

Total credits under this SLA are limited to the MRC for the affected IP Flex Service for the month in which the Service does not meet the guarantees. The above guarantees do not include the local access circuit (e.g. local loop), Customer Premises Equipment (router or CPE) or Customer's Local Area Network ("LAN"), scheduled maintenance events, Customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events (as defined in the Agreement).

Customer must call XO Customer Care at 1.888.575.6398 to report a service outage and open a trouble ticket for service credits to be considered.

8.0 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, in whole or in part, 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.

9.0 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/sites/default/files/inline-files/Schedule-for-Addl-Charges-Dedicated-Transport-July2016.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.

10.0 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.

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