

XO® iPBX Enhanced Service

I. Service Description

XO® iPBX Enhanced Service (“Service” or “iPBX Service”) is a service offering consisting of (i.) Professional Services project management and turnkey implementation of the XO-provided iPBX solution and network services; (ii.) the provision of iPBX manufacturer hardware and software applications, telephone handset(s) and related applications (collectively “Equipment”) at Customer-specified service location(s) (“Premises”); (iii.) the furnishing of voice and data access, local, and long distance services; (iv) the service and support of Equipment at such Premises; (v.) on-going lifecycle management; (vi.) remote moves, adds, and changes; (vii.) proactive monitoring and alerting.

Service is provided, in part, via a PBX that typically accommodates customers with digital, analog or IP telephone stations and allows access to XO’s network.

The PBX furnished as part of Service provides basic voice service calling features with each telephone number ordered. Customer may select either IP, digital or analog telephone handsets. In order for Customer to qualify for IP telephone handsets for use in connection with the Service, Customer must qualify itself as IP-ready. Otherwise, Customer may subscribe to Service using digital or analog telephone handsets. XO will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Customer as detailed in the accompanying Statement of Work (“SOW”). In the event of any inconsistency between the terms and conditions set forth in the SOW and these iPBX Enhanced Service terms, these iPBX Enhanced Service terms will control.

II. Agreement; Price Changes; Service Requirements and Restrictions

1. Agreement. These terms and conditions together with those set forth in the Service Order Agreement (“SOA”), including any applicable attachments, as well as any applicable tariffs, XO’s Acceptable Use Policy (“AUP”) found at www.xo.com/legal/index.html and the General Terms and Conditions, all of which are incorporated herein by reference and made part of the Agreement govern XO’s provision of iPBX Service.
2. Pricing and Price Changes. Cancellation of Service by Customer after Service is ordered, but prior to Service availability will result in early termination charges. Changes to an accepted PBX configuration prior to its installation will result in configuration change charges. Refusal by Customer to accept Service upon its availability will result in a “Not Ready for Service” or delay charge. XO may modify the rates and prices for Service. If it does so, XO will notify Customer in writing in advance of any price increase in accordance with the requirements set forth in the General Terms and Conditions but any price reduction will be effective without notification to Customer.
 - a. Active Station Charge. The active station charge incorporates the following system, telephone, network, and service and support elements:
 - i. Primary telephone set type ordered in the initial SOA
 - ii. Telephone station port (digital telephones) or IP license (IP telephones)
 - iii. Power over Ethernet (“POE”) switch port or power brick (IP telephones)
 - iv. User Voice Mailbox
 - v. Local service or integrated access network trunking
 - vi. System service and support
 - b. Applications. Manufacturer and third party applications will be listed on the SOA under separate line items and are not included under the active station charge. Applications may include the following:
 - i. Auto Attendant
 - ii. Call Center
 - iii. Call Accounting
 - iv. Faxing
 - v. Voice Mailbox (stand alone)
 - vi. Analog Station (stand alone)

- c. XO Network Services. XO network services not configured for local telephone service will be listed on the SOA under separate line items and are not included under the active station charge. XO Network Services may include:
 - i. Private Line
 - ii. Dedicated Internet Access
 - iii. Ethernet
 - iv. XO SIP Service
 - v. XO IP Flex
 - vi. MPLS IP-VPN
- 3. Security Deposit. If Customer has a past due balance in two (2) or more billing periods, consecutive or separate, XO reserves the right to require, and Customer agrees to promptly pay, as a security deposit one (1) month's Service Fees and one (1) month's average Long Distance Service charges as a security for the performance by Customer of its obligation under this Agreement. Security Deposit will be applied as credit back to Customer in the last monthly invoice of the original term of this Agreement.
- 4. Service Requirements. To receive iPBX Service, Customer must execute, and XO must accept, a Service Order Agreement ("SOA") with an appended Statement of Work ("SOW") establishing the rights and obligations of Customer and XO (including its contractors) with regard to the provisioning of Service and Equipment. The Statement of Work or SOA shall include a "Service Configuration" and:
 - a. an E911 Disclosure Addendum indicating that any E911 calling capability associated with Service:
 - i. may not be available during an electrical power outage affecting the Service location;
 - ii. will not be available if Customer's broadband connection service has been disrupted and not restored;
 - iii. will not be available if Service has been discontinued for any reason, including Customer nonpayment;
 - iv. may not be available at locations other than the location for which a Service address has been furnished to XO;
 - v. 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
 - vi. may be delayed or unavailable due to network congestion or other problems affecting the network. Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response service and to inform its authorized users of emergency calling alternatives available to them;
 - b. Customer-acknowledged / approved detail of network services including, but not limited to:
 - i. Complete and correct inventory of the Customer's telephone numbers to be ported to XO (as required)
 - 1. Customers porting telephone numbers from hosted PBX providers are required to provide a Customer Service Record from their previous provider that details the following:
 - a. Customer Account Name
 - b. Customer Account Address
 - c. Customer Account Number
 - d. List of telephone numbers porting to XO
 - ii. Local, Long Distance, Data, Flex, SIP, Flex VPN, IP VPN, and Managed Security Services with accompanying Equipment to be provided by XO. Required supporting product site survey documentation to be submitted with Customer-acknowledged network order.
 - iii. Customer contact information that includes telephone number and valid email address

5. Service Restrictions. Under no circumstance may Customer or its employees, agents, contractors or subcontractors move the Equipment furnished as part of Service. XO reserves the right either to discontinue furnishing 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 will remain responsible for any applicable early termination charges if Customer chooses to terminate Service as a result of XO's discontinuation of Service or XO's modification of Customer's usage plan or product.
6. Right to Terminate. Notwithstanding anything contained in this Agreement to the contrary, XO's provision of the Services to Customer is at XO's option, and XO reserves the right to determine, in its sole discretion, not to arrange for or to discontinue provision of such Services and to terminate this Agreement for any reason whatsoever by giving Customer not less than one hundred and twenty (120) days prior written notice thereof. Such Service termination by XO may be based upon, but not limited to, a determination that the rules, regulations or policies of the Federal Communications Commission, state Public Utility Commission or equivalent regulatory entity, or any other applicable federal, state, or local governmental agency or entity may cause the provision of such Services to be unlawful, unprofitable, impractical or undesirable in the sole determination of XO.

III. Default; Remedies; Assignment and Disclaimer of Warranty

1. Default. In addition to the default provision set forth in General Terms and Conditions, Customer will be in Default if:
 - a. Customer abandons or vacates the Premises; or
 - b. Customer breaches the lease or other occupancy agreement under which Customer has the right to occupy the Premises and such breach is not cured within any cure period provided therein; or
 - c. Without the prior written consent of XO, Customer disconnects, discontinues or decreases the use of the Service or Equipment described in the SOW.
2. Remedies Upon Default
 - a. Upon the occurrence of a default by Customer, XO will have the right to terminate the Service(s) and, at XO's option, to collect all future Monthly Recurring Charges to which XO is entitled hereunder during the remainder of the then current term of this Agreement, either in a lump sum (discounted to present value at a rate of two percent (2%) plus the rate of the U.S. Treasury Note whose term expires closest to the expiration of the term of this Agreement), or to collect such payments as provided for hereunder. The parties agree that such amount is a fair and equitable amount as liquidated damages. XO will also have the right to enter upon the Premises to repossess or move any Equipment. Security deposits, where applicable, will be credited against the undisputed charges before additional collection is required.
 - b. The above right shall be cumulative and in addition to any other rights or remedies available to XO at law or in equity.
3. DISCLAIMER OF WARRANTY. IN CONNECTION WITH THE SERVICES AND EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE LICENSES ASSOCIATED THEREWITH, XO HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IV. Local Services

Where Customer is being provisioned with local services that are tariffed, applicable state tariffs, which may be modified by XO from time to time in accordance with law, will govern the provision of local service furnished as part of the iPBX Service. All local service related rates, charges and surcharges apply to the voice portion of Service, e.g., Local Directory Assistance, Local Operator Services and Directory Listings, with the exception of the Federal Subscriber Line Charge and Local Number Portability charges that XO

reserves the right to impose in the future. Additional analog lines may be purchased for additional charges.

V. Long Distance Services

iPBX Enhanced Service includes an allotment of inbound and outbound domestic long distance calling minutes subject to the limitations and usage requirements described below. Charges for international long distance calling will be billed at the then current service rates reflected at www.terms.xo.com. In addition:

1. International Outbound calls to Canada, Mexico and other international destinations will be priced at the applicable Dedicated LD rates. See Message Toll charges at www.terms.xo.com.
2. The minimum charge for a call is sixty (60) seconds, and each call will be billed in six (6) second increments for domestic calls and sixty (60) second increments for international calls with rounding up to the next whole minute.
3. Long Distance & International Operator Services (intrastate and interstate); Dial "00" Long Distance and International Operator Services (intrastate and interstate); Dial "00;" and Long Distance Directory Assistance (411 or NPA 555-1212) will be charged at the then current service rates. See www.terms.xo.com for rates applicable to Long Distance and International Operator Services.
4. Conference Calling charges will be billed at then-current service rates.

VI. Data Services

Dedicated Internet Access (DIA) service can be provided with the iPBX Enhanced Service. If such service is provided, the applicable product-specific terms and conditions relating to these offerings located at www.terms.xo.com shall apply.

VII. XO® IP FLEX, SIP and IP FLEX with VPN Services

Network access can be provided through integrated circuits carrying both voice and data traffic. Such converged services allow the dynamic allocation of available bandwidth so that data transmission speeds may increase whenever voice services are not in use. The product-specific terms and conditions relating to these offerings are located at www.terms.xo.com.

VIII. Service in Locations where XO is not the Voice and/or Data Network Service Provider

1. Customer acknowledges that it may have Quality of Service ("QoS") issues or other service related interruptions with circuits provided by a third party carrier (collectively "Third Party Issues").
2. Third Party Issues could adversely affect Customer's communication solutions, including, but not limited to, inbound and outbound 4 digit dialing, and voicemail service. XO is not responsible for such issues and Customer agrees to assume all responsibility for resolving any Third Party Issues.
3. If Customer elects for XO to provide the iPBX Enhanced Service in locations where XO does not otherwise provide voice services, Customer agrees to be responsible for ordering and paying for local voice service and a basic business line to be delivered, tested and operational at Customer's premise no later than five (5) days prior to the iPBX installation.
 - a. The basic business line will provide XO with remote access 7x24 to perform routine service and support and technical support initiated by Customer.
 - b. Customer agrees not to intentionally disconnect the physical remote access line or limit XO's ability to remotely access the system throughout the term of the Agreement or any mutually agreed upon extension thereto.
4. If during the course of XO supporting an open trouble ticket, XO recognizes a Third Party Issue, XO will troubleshoot the effort on a time and materials basis at XO's then-current rates and Customer agrees to pay such charges.

5. If Customer desires XO to work directly with the third party circuit carrier to resolve Third Party Issues, Customer will provide XO with prior written permission via a Letter of Agency (LOA). XO will provide third party circuit support as needed, on a time and materials basis at XO's then-current rates. Customer agrees to pay such applicable charges to XO.

IX. Equipment

1. If XO or its contractors and agents provide Customer with the Equipment needed to use iPBX Enhanced Service, XO will retain all rights, title and interest in Equipment and such rights, title and interest in said Equipment shall not vest in Customer or any third party. Equipment delivered to Customer is only to be used in conjunction with the iPBX Enhanced Service and Customer is not authorized to use the Equipment for any other purpose. XO may terminate the Agreement and remove the Equipment from Customer's premises if the requirement in the preceding sentence is violated. Customer will take all reasonable measures to protect and care for the Equipment as it would its own equipment. Customer shall be responsible for all loss, damage or destruction of the Equipment from the date of delivery to Customer's premise until the date the Equipment is removed from Customer's premises by XO or its contractors or agents. Upon termination or expiration of the Agreement, the Equipment must be in the same condition as when originally delivered, normal wear and tear accepted. If Equipment cannot be recovered by XO, or if Equipment is damaged beyond the ordinary wear and tear resulting from its use, Customer will be liable to XO for either the replacement value of the Equipment or its repair costs, both of which shall be determined by XO.
2. Customer-provided equipment. Customers providing their own equipment shall present an itemized list of equipment to be included in the accompanying SOW. Equipment provided shall meet all manufacturer's interoperability specifications and vintage or firmware requirements for solution detailed in the accompanying SOW.

X. Equipment Service and Support Services

If XO or its contractors and agents provide and continue to own the Equipment needed for Customer to use iPBX Enhanced Service, then during the Initial Term or any renewal thereof, XO or its designee shall furnish service and support of the Equipment when required, provided that the Equipment is used in compliance with XO's normal operating instructions and not abused or modified by Customer. Service and support is defined as fault isolation and diagnosis, hardware replacement for defective hardware, and software updates for defective software. Customer will be responsible for making any requests for service and support by contacting XO via telephone or by giving XO written notice. Service and support services may be provided by remote access to Customer's Equipment.

1. Moves, Adds & Changes (MACs). XO's service and support obligations do not include moves and changes or installation of additional Equipment. Moves, adds, and changes; application configuration or troubleshooting, or any other services not covered under this Agreement will be quoted to Customer at XO's then-current rates.
2. Applications. If Customer requires help with configuring applications after installation Customer will be charged at XO's then-current hourly rates.
3. Coverage Hours. XO's service and support coverage applies during Standard Business Hours: 8:00a.m. to 5:00p.m. in the time zone of the covered Equipment, Monday through Friday, excluding XO observed holidays. At Customer's request, XO will perform service and support services from 5:00p.m. to 8:00a.m. at XO's then-current overtime labor rates.
4. iPBX Enhanced Repair Response Intervals. iPBX Enhanced Repair Response interval is measured from the time Customer initiates requests for service and support service by contacting XO via telephone or by giving XO written notice. Hours are stated in Coverage Hours. Service and support work will be performed during Customer's specified coverage hours. XO's response to Customer's request for service and support services will include contacting Customer, remotely accessing the Equipment or by dispatching technical resources to Customer's premise. XO will then diagnose and remedy the fault. XO's repair response intervals for iPBX Enhanced Services are stated below:
 - a. Priority 1: Within (4) hours of a properly reported request for service and support service

- b. Priority 2: Within (8) XO business hours of a properly reported request for service and support service.
5. Definition of Service and Support Priority
- a. Priority 1. A malfunction in the switching, cabling or other common portion of the Equipment affecting more than twenty-five percent (25%) or more of the trunks, or resulting in a loss of service to more than twenty-five (25%) of either the stations, the attendant console or common control processor; or twenty-five percent (25%) or more of the peripheral equipment supported by the common control processor.
 - b. Priority 2. Any failure that is not included in the definition of a Priority 1 Failure.
 - c. Priority 3. Customer is requesting moves, adds, changes that can be completed by basic, remote programming changes as described in section XII, 1-11.
 - d. Priority 4. Customer is requesting moves, adds, changes requiring complex system configuration changes and / or the installation of parts, applications.
 - e. Priority 5. Internal XO work order, non-customer initiated.
6. If the Service and Support Services include provision of replacement hardware, replacement hardware provided as part of Service and Support Services may be refurbished and will be furnished only on an exchange basis. Returned hardware that has been replaced by XO will become XO's property.
7. End of Life Equipment. XO may discontinue, or limit the scope of Service and Support Services, for Equipment that a third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") from time to time.
8. XO may electronically monitor supported Equipment for the following purposes:
- a. remote diagnostics and corrective actions;
 - b. to determine applicable charges;
 - c. to verify compliance with applicable software license terms and restrictions
 - d. Customer will provide XO with any necessary dial-up connection and other assistance for such remote access
9. None of the following are included in Service and Support Services provided by XO:
- a. Diagnosis or support of equipment or software other than supported Equipment provided by XO in connection with the iPBX Enhanced Service, including without limitation, systems interfacing with supported Equipment
 - b. Support of user-defined applications;
 - c. Making corrections to user-defined reports
 - d. Data recovery services;
 - e. Services associated with relocation of supported Equipment;
 - f. Support of Equipment used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Equipment was licensed by the manufacturer;
 - g. Support of Equipment that have had their serial numbers altered, defaced or deleted;
 - h. Service and Support or repair resulting from any of the following:
 - i. neglect, misuse, power failures or surges, fault or negligence of any\persons other than XO or its contractors, or causes external to the supported Equipment;
 - ii. the combination or integration of non-XO furnished equipment, software, or facilities with supported Equipment (except as provided in the XO documentation);
 - iii. supported Equipment that have been changed, modified or altered if such changes, modifications or alterations are not performed or directed by XO;
 - iv. changes to the environment in which the supported Equipment were installed;
 - v. any failure to follow XO's or the manufacturer's installation, operation or service and support instructions, including the failure to permit XO timely remote access to the supported Equipment;
 - vi. actions of non-XO or XO authorized contractor personnel; or
 - vii. force majeure conditions outside of XO's reasonable control.
10. Customer – provided equipment. The customer or its designee shall furnish maintenance of their Equipment when required, provided that their Equipment is used in compliance with XO's normal

operating instructions, including the provision of replacement hardware and/or software. Failure of customer-provided equipment may negatively impact and/or result in significant (greater than 25% of system resources or users) or total loss of service for an extended period of time until customer or designee provides replacement hardware or software and restores service.

XI. Remote Accessibility and System Administration

1. Remote Access Line. In areas where XO can deliver basic analog services, XO will install a basic analog line and may work with Customer to establish a secure VPN connection to remotely access the Equipment and related iPBX Enhanced Service applications. In areas where XO cannot provide basic analog services, the customer is responsible for providing one basic analog business line for remote access to the PBX. These remote access connections may be utilized by XO 24x7 to perform routine Equipment service and support, to provide Service and Support Services for Customer initiated service requests and Customer initiated logical Moves, Adds and Changes (MACs). Customer agrees not to intentionally disconnect the physical remote access line or limit XO's ability to remotely access the system throughout the term of the Agreement or any mutually agreed to extension thereof.
2. XO System Administration. XO will retain all administrator privileges for hardware and software delivered under the iPBX Enhanced Service.
3. Customer System Administration. **XO may grant Customer with limited administrator privileges for the purpose of self-administering the XO-provided iPBX Equipment upon Customer's: (1) purchase and completion of at least four (4) hours of remote or on-site administrative training; and (2) written notification to XO that the Service(s) it received pursuant to its original Service Order was delivered, installed and is operating to the Customer's satisfaction. XO will retain all administrator privileges for XO hardware and software provided under the iPBX Enhanced Service. Customer's designated system administrator will be assigned manager level privileges to the PBX and associated application servers as detailed in the associated SOW. Customer shall defend, indemnify, and hold XO, its principals, officers, directors, agents, and employees harmless from and against any loss, cost, damage, liability, claims and expenses of any kind arising directly or indirectly from the installation, operation, maintenance and repair of XO provided Customer Equipment, or from Customer's or any of Customer's subcontractors' or agents' acts or omissions including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is due to the gross negligence or willful misconduct of XO, its employees or agents.**

XII. Customer Moves, Adds, and Changes & Upgrade Policy

Only authorized Customer contacts can request changes to the iPBX Enhanced Service. XO will provide Customer with an order number and a requested service date. The following remote Moves, Adds, and Changes ("MACs") are included in the iPBX Enhanced Service program:

1. Telephone button programming (e.g. user extension, auto dial button)
2. Station name change
3. Telephone set coverage / "ring to" change (e.g. call forwarding, busy no answer, etc)
4. Remote Care end-user feature training / Q&A
5. Call Restriction change
6. Hunt Group change
7. Speed Dialing
8. Password resets
9. Voicemail - Programming change
10. Incoming call routing
11. Short code creation

Upon customer initiating a Remote MAC service request, work will be completed within (8) XO business hours during normal 8 am- 5pm, M-F hours within the Customers service address time zone. Note that certain remote software changes may require a reboot of the system to take effect. Moves, Adds, and Changes not listed above will be charged at then current service rates. **In addition, if Customer has been granted limited administrator privileges pursuant to Section XI, Customer will be charged XO's then current service rates for all iPBX system Moves, Adds, and Changes performed by XO.**

12. Upgrades.
 - a. Upgrades will be co-terminus with the current service agreement unless otherwise defined within amended contract.
 - b. Customer will be charged and agrees to pay a non-recurring charge as designated by XO in connection with related configuration, installation & training
 - c. XO will adjust and Customer agrees to pay applicable additional monthly recurring charges for equipment and service and support services charges associated with Customer approved equipment and service and support service additions.
 - d. Upgrades requested in last 6 months of the term of the Agreement are subject to XO review and approval and may require a new term agreement. If upgrade requires new hardware, software and on-site installation and less than half of the term of the Agreement remains in place, then a new agreement may be required at XO's discretion.

XIII. Proactive Monitoring and Alerting

1. Remote Monitoring. XO, or a selected vendor on behalf of XO, will conduct remote monitoring of critical PBX system components through intermittent SNMP polling.
2. iPBX Enhanced Service Monitoring Repair Response Intervals. XO's iPBX Enhanced Service Monitoring Repair Response interval is measured from the time XO is notified via monitoring system alarm. Hours are stated in Section X, Coverage Hours. XO's response to monitoring system alarm will include initial diagnosis of issue by remotely accessing the Equipment or by dispatching technical resources to Customer's premise. If XO determines that the issue is related to network services, resolution may include the reboot of PBX and/or auxiliary servers or appliances prior to the dispatch of technical resources to the Customer's premise. Service and Support work will be performed during Customer's specified coverage hours. XO's response intervals are stated below:
 - a. Priority 1: Within (4) hours of receipt of a system monitoring alert
 - b. Priority 2: Within (8) XO business hours of a system monitoring alert
3. Devices Eligible for Monitoring. Only hardware that is SNMP-enabled may be remotely monitored. Hardware that may be monitored include:
 - a. the PBX core system
 - b. auxiliary application servers
 - c. third party PBX hardware
 - d. network routers
 - e. network switches
 - f. security appliances
 - g. power back-up appliances
4. Customer-provided Equipment. Customer-provided equipment, over and above the equipment provided by XO under the iPBX Enhanced Service, may be monitored for an additional charge. Customer is responsible for providing XO with all information necessary to proactively monitor eligible devices listed in Section 3. Monitoring and alerting services only include initial diagnosis and alerting of equipment issues. Required maintenance and/or repair of customer-provided equipment may require customer coordination with hardware vendor at customer expense.
5. Monitoring Services. Proactive monitoring may include, but is not limited to, the following system components:
 - a. Node down/up
 - b. Interface down/up
 - c. PRI T1/E1 interface change

- d. VCM status
 - e. Licensing error
 - f. Voicemail down/up
 - g. Unit down/up
 - h. Voicemail low disk space
 - i. High CPU utilization
 - j. High RAM utilization
 - k. High transmit percent utilization
 - l. High packet loss monitoring
 - m. High transmit discards
6. Secure VPN Tunnel. XO conducts all proactive monitoring through a secure VPN tunnel established between the remote monitoring system and customer LAN. Customer will provide XO with means to establish VPN tunnel for purposes of remotely monitoring any hardware provided by XO.
 7. Customer Notification. Upon initial diagnosis and initiation of issue resolution, Customer will be notified via phone call or email of all Priority 1 and 2 alerts received by monitoring system. Customer will be provided with a description of the issue and associated trouble ticket number.

XIV. Additional Customer Responsibilities

1. Customer will cooperate with XO or XO's contractors or agents as reasonably necessary for XO's performance of Services in a timely manner. This cooperation includes:
 - a. providing XO or XO's contractor or agent with access to all facilities, Equipment, hardware, software, work space, and office support (telephone, internet access, etc.);
 - b. ensuring that the premises are safe, free of any hazardous materials and have installed necessary power and grounding and climate control facilities;
 - c. ensuring that Customer has obtained connection to and all necessary permissions, licenses, permits or consents from any public or private telephone network to which the supported Equipment are connected and any necessary permissions, licenses or permits from any federal, state or local government or regulatory authorities;
 - d. providing XO with designated points of contact; and
 - e. providing necessary telephone numbers and passwords to enable remote access to the supported Equipment and notifying XO promptly of any changes made to such numbers or passwords. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.
2. Where Customer is to provide XO with information or access in relation to any third party products or the integration of supported Equipment in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to XO in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for the provision of such information or access to XO for XO's use in its performance of the Services.
3. Costs incurred by XO due to non-performance by Customer or Customer's vendor(s) may result in additional charges and / or delay in installation and cutover. Customer hereby agrees to promptly pay XO for such applicable charges.

XV. VoIP – LAN / WAN Infrastructure

1. Customer is responsible for the design, management, performance and on-going service and support of their corporate and / or remote office local area networks, including the physical station-level cabling, network IP subnetting, configuration of VLANs, or establishing VPNs supporting the desktop computers, corporate applications, and peripheral IP equipment.

2. XO does not warranty or guarantee connectivity, performance, or QoS for IP Telephony and VoIP applications over non XO-provided or approved network and/or iPBX services.
3. Customer understands that it is Customer's responsibility to administer and maintain QoS levels within its LAN / WAN / VPN infrastructure.
4. Customer acknowledges its local area network (LAN) and/or wide area network (WAN) user elements may need to be upgraded, redesigned, or reconfigured at Customer's sole expense in order to support converged IP Telephony and VoIP solutions.
5. Customer understands that any future LAN modifications or data applications may negatively impact QoS and LAN-connected applications and in those instances, Customer may require XO troubleshooting, repair and possibly a network assessment at Customer's expense.
6. Customer is responsible for the installation and deployment of the VPN clients for IP hard and soft telephones.

XVI. Professional Services

1. Professional Services include work performed by XO, including its employees, agents, contractors and subcontractors.
2. Professional Services will be provided in accordance with a Statement of Work.
3. Any customer initiated Job Change Orders (JCO) processed within 2 weeks of scheduled service activation may or may not be delivered at the time of initial service activation. Customer agrees not to withhold signature of project closure for delivery of items associated with any JCO(s).
4. JCOs may result in additional charges.
5. Customer will be responsible at its own expense for performance of their project responsibilities identified in the Statement of Work and for performing all its responsibilities hereunder.

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