

XO Anywhere Package

I. Description

The XO Anywhere Package enables End Users of XO IP Flex, XOptions Flex, and XO IP Flex with VPN Services, or other designated XO VOIP Services (collectively, "XO Flex Services"), to make and receive calls using their XO Flex Service phone features from remote locations via a toolbar that is downloaded onto the End User's laptop or PC. The XO Anywhere Package includes the following Product Features.

XO offers two versions of the Anywhere Toolbar, one for Customers with an analog phone line connection and one for Customers with digital T1 or ISDN/PRI connection. Different features apply, as specified in the Anywhere Package User Guide.

The XO Anywhere Package is only available to End Users with an assigned phone number or assigned DID.

XO Anywhere Toolbar

The XO Anywhere Toolbar is an XO feature that allows End-Users to control calls and voice features from their desktop. The XO Anywhere Toolbar enables users to make and accept telephone calls, change telephone settings and enable/disable remote office, simultaneous ring, call forwarding and do-not-disturb.

The following functions are supported with the XO Anywhere Toolbar:

- i. Click to dial
- ii. Call Control features:
 1. Call Answer
 2. Call Hold
 3. Fwd to voicemail
 4. Call End
 5. 3-way Conference
 6. Blind/Consult Transfer
- iii. Ability to turn on and off features easily: remote office, simultaneous ring, call forwarding, do not disturb
- iv. Display of call information ("call notification" window appears, user has the options to answer call, re-direct to voicemail or ignore call)

The End-User's operating system, hardware and software must meet certain requirements in order to support the XO Anywhere Toolbar, as set forth in the associated product literature provided by XO.

Simultaneous Ring

The Simultaneous Ring feature enables inbound calls to a XO Flex Service number to ring simultaneously at Customer's XO Flex Service location and at one or more other numbers (up to 10 numbers). The Simultaneous Ring feature can be configured from the XO Anywhere Toolbar. The first number to answer receives the call. For example, calls to an End User's desk phone could also ring the End User's mobile phone, in case the user is not at his/her desk. The Simultaneous Ring feature ensures that a user can take calls anywhere and that important calls never go unanswered. The Simultaneous Ring feature provides a user with "one phone" service that will find the user anywhere. Simultaneous Ring is transparent to the caller.

Remote Office

Remote Office enables End Users to access and use their XO Flex Service from any location with an Internet connection, such as a home office, cell phone or hotel. End Users initiate outbound calls via the XO Anywhere Toolbar via click-to-dial. Outbound calls appear to be from the Customer's XO Flex Service location, including the outbound caller ID name and number. Inbound calls to the XO Flex Service number are forwarded to the Remote Office number.

seamlessly. Since calls are still originated from XO Flex Service, all outbound calls bill to the XO Flex Service billing location.

Diversion Inhibitor

Diversion Inhibitor provides the option to prevent calls that are redirected by an End User to be redirected again by the called party to their XO Flex Service voice mail. Diversion Inhibitor is required in order for Simultaneous Ring to function properly. For example, if Simultaneous Ring is engaged, and one of the lines has voice mail pick-up set for two rings, this feature will continue to ring all lines past the two rings and not transfer to voice mail. Using Simultaneous Ring and Diversion Inhibitor, Customer can select the number of rings the caller will hear before the call goes to the user's XO Flex Service voice mail.

Customer acknowledges that mobile phone providers may not support Diversion Inhibitor. Where Diversion Inhibitor is not supported or not in use, the mobile/cell phone voicemail could pick up if the End User's cell phone is turned off or is set to go to voicemail after a short number of rings.

II. Feature Charges

Customer will be billed a separate monthly charge for the XO Anywhere Package, (see Optional Feature Charges for applicable XO IP Flex Service set forth at www.terms.xo.com). Further, Customer will be charged for minutes of usage in accordance with Customer's applicable XO Flex Service Calling Plan for calls made using the XO Anywhere Toolbar. For each call made from a location other than Customer's XO Flex Service location, Customer will be charged for minutes of usage for two (2) call legs: 1) from the XO Flex Service location to the End User's location, and 2) from the XO Flex Service location to the terminating call location.

III. E911 Disclaimer

NOTWITHSTANDING ANYTHING TO THE CONTRARY, INCLUDING ANY OTHER E911 DISCLAIMERS ASSOCIATED WITH XO FLEX SERVICES, CUSTOMER UNDERSTANDS AND AGREES THAT THE XO ANYWHERE TOOLBAR IS NOT INTENDED TO AND WILL NOT PROCESS EMERGENCY 911 CALLS. ANY ATTEMPTS TO DIAL 9-1-1 USING THE XO ANYWHERE TOOLBAR WILL NOT BE COMPLETED. CUSTOMER WILL RECEIVE WARNING STICKERS THAT ARE TO BE PLACED ON EACH END USER'S LAPTOP OR PC ON WHICH THE XO ANYWHERE TOOLBAR IS TO BE INSTALLED. CUSTOMER IS SOLELY RESPONSIBLE FOR PROVIDING NOTICE AND WARNING OF THIS FEATURE LIMITATION TO ITS END USERS, INCLUDING ENSURING THE PROPER AND CONSPICUOUS ATTACHMENT OF THE WARNING STICKERS ONTO END USER LAPTOPS AND PCS. CUSTOMER HEREBY RELEASES XO FROM ANY LIABILITY ASSOCIATED WITH END USER ATTEMPTS TO DIAL 9-1-1 USING THE XO ANYWHERE TOOLBAR, AND CUSTOMER WILL FURTHER HOLD XO HARMLESS AGAINST ANY AND ALL CLAIMS OR DAMAGES ASSOCIATED WITH CUSTOMER'S OR ITS END USERS' ATTEMPTS TO MAKE EMERGENCY 911 CALLS USING THE XO ANYWHERE TOOLBAR.

IV. Third Party Software

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