



CONTACT CENTER SERVICES TERMS AND CONDITIONS

1.0 Service Description

1.1 XO Contact Center Service ("Service") is a service offering within the domestic United States consisting of a bundle of cloud contact center services and XO-provided software and equipment at Customer-specified service location(s) ("Service Location"). The Service includes voice and data access, local, long distance, and toll free services. XO will provide Service and Support (as described in Section 12 below) for any XO-provided software and equipment. Conditioned upon compliance with Sections 4.2 and 4.3 below, Customer may utilize some of its own broadband services, software and equipment. The Service is provided, in part, via a cloud contact center that interoperates with pre-approved SIP phone software clients, equipment, and allows access to XO's IP VPN network and cloud contact center services.

1.2 The cloud contact center services are furnished as part of the Service providing voice service calling features according to each Customer subscription ordered. XO will evaluate, design, provision, maintain and manage the Service based on a configuration proposed to, and accepted by, Customer during the Service delivery.

1.3 Customer acknowledges and agrees that XO's provisioning of the Service is predicated on the accuracy and timeliness of Customer's answers to XO Service questionnaires. XO will not be liable for any installation delays or any reduction in or failure of the Service as a result of any inaccuracy in Customer's answers to Service questionnaires, or any material changes to Customer's environment that would render such information inaccurate.

2.0 Suspension, Termination and Cancellation Charges

2.1 XO may suspend the Service when Customer or its End User use the Service: (i) to make calls which might reasonably be expected to frighten, abuse, torment or harass others; (ii) use the Service in any way that disrupts XO's Network; (iii) cause material and imminent harm, to XO facilities or systems; (iv) inhibits XO's ability to provide Services to its other customers or (v) violates State or Federal laws or.

2.2 Depending on the egregiousness of the harm, XO reserves the right, in its sole discretion to suspend Service immediately or provide Customer with an opportunity to cure such harm as set forth in the Default section of the Agreement.

2.3 Customer will remain responsible for any applicable early termination charges if Customer chooses to terminate Service as a result of XO's suspension of Service for any reason as set forth in Section 2.1 above.

2.4 XO reserves the right either to discontinue furnishing Service or to move Customer to an alternative usage plan or product if Customer's usage pattern is outside the scope of XO's projections when the Service is installed 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 for cause or XO's modification of Customer's usage plan or product.

2.5 XO reserves the right, in its sole reasonable discretion, not to arrange for or to discontinue provisioning of such Services and to terminate the Services for any reason whatsoever by giving Customer not less than thirty (30) 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 provisioning of such Services to be unlawful, unprofitable, impractical or undesirable in the sole determination of XO.

2.6 If Service is terminated after it has been activated, but prior to the expiration of the Service Term, including discontinuation of Service by XO due to Customer non-payment or other Customer Default, Customer must pay all charges, which Customer agrees is reasonable, associated with the Service ordering and installation, as well as the monthly recurring charges for the remaining Term as set forth in the Service Order. It is agreed that XO's damages in the event of Service termination will be difficult or impossible to ascertain. The provisions set forth above are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

3.0 Pricing, Billing, and Charges

XO reserves the right to modify prices after the initial Service Term. XO will provide Customer with at least



CONTACT CENTER SERVICES TERMS AND CONDITIONS

thirty (30) days notice 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 Service 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 receipt without imposing a termination liability. Customer's use of the Service after the thirty (30) day notice period will constitute its acceptance of the price increase.

4.0 Service Requirements and Restrictions

4.1 To receive the Service, Customer must provide the following:

1. Customer-approved detail of Service and network services including, but not limited to, complete and correct inventory of Customer's telephone numbers to be ported to XO (as required).
2. Customer's porting telephone numbers from previous service 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
 - e. Number of native XO telephone numbers required to support the Service.
3. Required supporting documentation to be submitted with Customer-acknowledged network order.
4. Customer contact information that includes telephone number and valid email address.
5. VoIP-ready local area network ("LAN") meeting the XO VoIP readiness requirements to design, provision, install, activate, and support the Service. The XO VoIP readiness requirements are:
 - a. A LAN running the Internet Protocol ("IP") technology with ethernet line interfaces.
 - b. Client-side LAN support for Dynamic Host Configuration Protocol ("DHCP"), Domain Name System ("DNS"), Hypertext transfer Protocol ("HTTP" and "HTTPS") and 802.1q Virtual LAN ("VLAN") tagging.
 - c. Computers ("PC") meeting the minimum systems requirements to host the Service ACD console and SIP phone software.
 - d. Servers meeting minimum systems requirements to host and/or integrate with Service enhanced services.
 - e. LAN switches with ethernet line interfaces with sufficient available ports to connect all PC's and servers hosting the Service applications, and Session Initiation Protocol ("SIP") endpoints, provided as part of the Service.
 - f. Implementation of a consistent Quality of Service ("QoS") policy on customer PC's and across the LAN through which the Service voice traffic will receive highest level of prioritization.
 - g. Availability of IP routing services that permit network endpoints to have concurrent access to the XO network service and the public Internet.
 - h. DHCP server capable of providing an IP address to SIP devices.
 - i. DNS server or DNS relay functionality that allows resolution of URL's used by ACD console and SIP phone software, and SIP devices to communicate with external service platforms.
 - j. Customer firewall configured to allow the following services:
 - i. HTTP and HTTPS traffic to allow the Service software and SIP devices to communicate with external configuration servers.
 - ii. SIP and Realtime Transport Protocol ("RTP") traffic to allow SIP phone software and/or SIP devices to place and receive calls.

Customer must refer to the XO Contact Center Services website at www.xo.com/care/notices/Pages/CCSupport.aspx for a list of the latest minimum PC and server systems requirements, LAN configurations, LAN network topologies supported for the Service.

6. A single point of contact to work with the XO technical installation team on all project activities and approve all job change orders. If Customer's project includes more than one installation location, a local contact must be provided for each location.
7. Customer will co-develop the project plan with the XO manager assigned to managing this project ("XO Program Manager") to include mutually agreed upon project schedule, installation / milestone dates.



CONTACT CENTER SERVICES TERMS AND CONDITIONS

8. It is Customer's responsibility to provide properly terminated and labeled Category 5 or better station level cabling for each PC, server, or SIP endpoint used for the Service. Customer will ensure that cabling has been terminated on patch panels and that terminations are labeled to designate each patch panel port with the correct corresponding work station communications outlet.
9. Customer must provide a port on its LAN / WAN through which the XO provided QoS equipment will have Internet access and remote access capabilities. Customer must not touch or move the QoS equipment in any manner without the permission or direction of XO.
10. Customer LAN must be sized to allow maximum amount of required data bandwidth plus the total number of simultaneous voice calls required by the Service users.
11. Customer will ensure that its LAN / WAN is configured according to VoIP specifications prior to scheduled Service activation.
12. During scheduled Service activation activity, Customer will provide an IT administrator with requisite access to all PC's and LAN / WAN hardware to make any configuration changes in coordination with XO.
13. Customer is responsible for the performance and (re)configuration of the user PC's, corporate email, SMS/text, social media, and website / web collaboration services following the installation of XO-provided software.
14. Customer will provide a detailed floor plan, labeled to identify the name, extension number and location for every software application, telephone and analog device to be installed by deadline established in the Service project plan.
15. Customer will gather, define, and provide all required XCCX programming information to XO by the designated due date defined by the Program Manager. Information may include, and is not limited to:
 - a. Telephone number assignments;
 - b. End user information;
 - c. End user license assignments;
 - d. Voice mail permissions;
 - e. Inbound call routing criteria
 - f. ACD call menu, IVR selection trees
 - g. Skills-based call routing criteria
 - h. Call queues and agent skills criteria
 - i. Agent / Supervisor call queues and skillset assignments
 - j. Call treatments
 - k. Hunt groups and hunt assignments;
 - l. User line appearance(s) on ACD console / SIP phone software
 - m. Recordings for ACD call menu greetings, announcements, call treatments; and
 - n. Enhanced feature parameters and configuration.

4.2 Customer Provided Broadband Services. Any other provision to the contrary notwithstanding, Customer may access the Service through Customer provided broadband services, or other WAN access service provided by Customer that extends the Services to a Service Location detailed in the Service Order under the following conditions:

- a. XO makes no guarantee or representation to any performance SLA, QoS, or operation of the Service when accessed through Customer broadband services or Customer provided WAN access service.
- b. Customer is responsible for procurement, sizing, installation, configuration, and operation of Customer provided broadband services or Customer provided WAN access service.
- c. Customer is responsible for the maintenance, repair, and replacement of Customer provided broadband service or Customer provided WAN access service.
- d. Customer shall be responsible for the installation and activation of XO-provided Service software and equipment upon confirmation from XO of Service provisioning. XO will provide Customer the toll free number to contact the XO National Activations Center for remote activations support.
- e. XO shall provide remote Service and Support of XO-provided Service software and equipment as described in Section 12 below.
- f. Network at Customer's Service Location meets the XO VoIP readiness requirements set forth in



CONTACT CENTER SERVICES TERMS AND CONDITIONS

Section 4.1 above.

4.3 Customer Provided Hardware. Any other provision to the contrary notwithstanding, Customer shall access Service through Customer provided PC's that extends the Service, to a Service Location detailed in the Service Order under the following conditions:

1. XO makes no guarantee or representation to any performance SLA, QoS, or operation of the Service when accessed through Customer PC's or Customer provided hardware.
2. Customer is responsible for procurement, sizing, installation, configuration, and operation of Customer PC's and hardware.
3. Customer is responsible for the maintenance, repair, and replacement of Customer provided PC's and hardware.
4. Customer shall be responsible for the installation and activation of XO-provided Service software and equipment upon confirmation from XO of Service provisioning. XO will provide Customer the toll free number to contact the XO National Activations Center for remote activations support.
5. XO shall provide remote Service and Support of XO-provided Service software and equipment as described in Section 12 below.
6. Customer PC's at Service Location meet the Service PC readiness requirements set forth in Section 4.1 above.

4.4 Contact Center Service Enhanced Services

1. Call and Screen Recording

Refer to accompanying terms for Service Call & Screen Recording at www.terms.xo.com.

Call Recording is available as an optional feature for an additional cost. XO recommends Customers interested in recording calls consider seeking the advice of a qualified attorney before engaging in any recording activity. There are both federal and state statutes governing the use of recording technology, including single- and multi-party consent requirements, industry standards, business exceptions, and evidentiary issues. See e.g., <http://transition.fcc.gov/cgb/consumerfacts/recordcalls.pdf>. (This information is provided for informational purposes ONLY and is not intended to offer legal advice regarding Customer's compliance obligations regarding any particular use of call recording technology.) By using the Call Recording feature, Customer represents and warrants that it is familiar with, understands and will abide by applicable laws, standards, rules and expectations concerning electronic recording of telephone conversations and the legality of Customer's recording activity. The unauthorized or unlawful use of such technology can result in civil and criminal penalties, among other consequences, to Customer's business. XO is not legally responsible for Customer's call activity, for any lack of Customer's knowledge, understanding or interpretation of any applicable rules, whether or not Customer's call recording activities are legal or illegal and regardless of the nature of the calls being recorded (e.g. if information that is sensitive or subject to any protection is being recorded). Customer will defend and indemnify XO, its Affiliates and their respective employees, directors, officers and agents, from and against any and all losses, expenses, costs, liabilities, including reasonable attorneys' fees, arising out of any suit, proceeding or other claim brought by a third party which is caused by, arises from or relates to Customer's use of the Call Recording feature.

2. Multichannel Integration

Refer to accompanying terms for CCS Multichannel Integration at www.terms.xo.com

3. Third Party Applications and Systems Integration

Refer to accompanying terms for CCS Third Party Applications and Systems Integration at www.terms.xo.com

4. End User and Administration Training

Refer to accompanying terms for CCS End User and Administration Training

5. E911 Capability. To receive 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 router, QoS device, or other Service-



CONTACT CENTER SERVICES TERMS AND CONDITIONS

specific software and/or equipment 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.

6. **Nomadic 911 Service.** The Nomadic 911 Service enables the routing of E911 emergency calls from a particular Service Locations where a Service is established, as well as any location other than such Service Locations, to the appropriate public safety answering point ("PSAP"), designated statewide default answering point, or appropriate local emergency authority as required that serves Customer's or its End User's physical location. In order to utilize XO's Nomadic 911 Service, Customer 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 the particular Service Locations at which a Service is being provided by XO. Customer is prohibited from making 911 calls via XO's Service from any location other than the particular Service Locations at which the Service is being provided by XO, unless Nomadic 911 has been implemented by Customer's administrator. Nomadic 911 Service is not available for telephone numbers for which Customer uses a PS/ALI vendor.

5.0 Local Services

The 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.

The Service includes unlimited 'Site to Site' Calling (i.e., calls for customers with multiple locations calling between locations are included at no additional charge). This Service benefit does not apply to multi- location customers who subscribe to both this Service and XO IP Flex, XO IP Flex with VPN, XO IP FLEX and XO IPBX (when XO IP Flex is used for connectivity).

6.0 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 several long distance rate plans which are set forth at Message Toll (Dedicated, Dial Tone and Switched Long Distance Services) Product Rates and Charges at www.terms.xo.com.

6.1 **XO Switched Long Distance.** XO Switched Long Distance is an XO Service where the local dial tone is provided by a LEC other than XO.

6.2 **XO Dedicated Long Distance.** XO Dedicated Long Distance Service provides Customer, where technically feasible, with a dedicated facility from the Service Location to the XO interexchange POP.

6.3 **Toll Free Services.** Toll Free Service provides long distance access to Customer's End Users at no cost to the End User. The Customer is responsible for all usage, monthly recurring charges ("MRC"), and nonrecurring charges ("NRC") associated with this Service.

7.0 Software

7.1 Customer acknowledges and agrees that it is hereby granted a limited right and license to use the Software that is associated with the Services provided hereunder pursuant to the terms and conditions contained herein and as attached in Appendix 1 - End User Software License Agreement. Such grant does



CONTACT CENTER SERVICES TERMS AND CONDITIONS

not transfer any right, title or interest in or to any Software, or any intellectual property rights therein, to Customer or its End Users. The third party service provider ("Software Provider") owns all right, title and interest in all Service Software.

Software is only to be used in conjunction with the Service and Customer is not authorized to use the Software for any other purpose. Upon termination or expiration of the Agreement or Service Order, the Software must be removed from all Customer's computers, smartphones, and tablets utilized for the Service. Under no circumstance may Customer or its employees, agents, contractors or subcontractors install Software furnished as part of the Service outside of the facility in which it was installed without prior written approval from XO.

7.2 Customer will make best efforts to keep any Software residing on its computers, smartphones and tablets utilized for the Service up to date with the latest updates and upgrades as made available by the Software Provider. The Software Provider will only be responsible to provide support on previous releases up to one hundred eighty (180) days after release date to Customers. Customer's failure to update or upgrade to the latest revision of Software could compromise the warranty and/or performance of the Service. Failure to materially comply with the provisions of this Section 7.2 shall be deemed to be a material breach of the Agreement and is subject to the Default provisions set forth in the Agreement.

7.3 Customer acknowledges that the Software, including its structure, organization and design, constitute proprietary and valuable trade secrets (and other moral rights and intellectual property rights) of the Software Provider. Customer will not attempt, and will use best efforts to prevent its employees and contractors from attempting to: (i) copy, download, modify, translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble, create derivative works based on, sublicense, or distribute the Software or any accompanying documentation; (ii) rent or lease any rights in the Software, accompanying documentation in any form to any person; (iii) remove any proprietary notice, labels, or marks on the Software or firmware, documentation, and containers; (iv) take or create screen shots or videos of the portal; or (v) establish subscription, hosted or cloud-based services using the Software or the Services provided by XO except as strictly authorized under this document.

7.4 **Localized Copies and Geographical Restrictions.** Customer shall restrict use of the Service to usage in the XO Approved Geographic Locations. Customer shall not, directly or indirectly, create or attempt to create a localized version of any Software or authorize or facilitate use of the Service by End Users by providing telecommunications services outside of the XO Approved Geographic Locations. The foregoing restriction shall not, in and of itself, be deemed to require Customer to prohibit use by individual End Users who may access the Services remotely from outside the Territory provided that Customer obtains all applicable licenses and approvals necessary for enabling such use by End User.

7.5 XO shall furnish Service and Support of XO provided Software only during the Service Term, provided that the Software is used by Customer in compliance with the terms and conditions contained herein and in Appendix 1. For the purposes of this document, "Service and Support" for the Software is defined as fault isolation and diagnosis, and software configuration and/or updates for defective software.

7.6 XO will not provide Service and Support for any Customer provided software. If, after diagnosing a problem with the Service XO determines that the Customer provided software is the cause of the problem, Customer will be responsible for servicing such software.

7.7 For Customer provided software, Customer acknowledges and accepts the following:

1. There is no guarantee that Customer provided software or any of Customer's previously purchased and installed manufacturer-specific software or feature module will work with the Service.

2. All Customer provided software must be in sound working order. Any defective cord, cable, or other components that impact the proper configuration, testing and operation of the software will be notated by the XO technician, and must be reconfigured, re-installed, or replaced at the Customer's expense.

7.8 For XO to re-configure Customer provided software and to download the Service settings to Customer provided equipment, Customer is responsible for the following:

1. Customer must provide XO with administrator password(s) or alternatively the "unlock" password(s) that Customer must obtain from current service provider or software manufacturer.

2. All Customer provided software must be reset to factory default mode in order to re-flash and reconfigure.

8.0 Equipment

8.1 **XO-provided Equipment.** Equipment provided by XO and delivered to Customer is only to be used



CONTACT CENTER SERVICES TERMS AND CONDITIONS

in conjunction with the Service and Customer is not authorized to use the Equipment for any other purpose. Customer is obligated to comply with all documentation and manufacturer's instructions that accompany such Equipment as strict adherence to technical documentation is required for warranty pass-through. Any violation of the preceding sentence will be considered a Default pursuant to the terms of the Agreement. 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 Service Location until the date the Equipment is removed from Customer's Service Location by XO or XO's contractors or agents. Upon termination or expiration of the Agreement or Service Order, 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. Under no circumstance may Customer or its employees, agents, contractors or subcontractors move the Equipment furnished as part of the Service outside of the facility in which it was installed without prior XO approval.

8.2 XO shall furnish Service and Support of XO provided Equipment only during the Service Term, provided that the Equipment is used by Customer in compliance with these terms and conditions. For the purposes of this document, "Service and Support" is defined as fault isolation and diagnosis, hardware replacement for defective hardware, and software updates for defective software.

8.3 **Customer-provided equipment.** Customers providing their own equipment shall present an itemized list of equipment to be activated in conjunction with the Service. All Customer equipment shall meet all manufacturer's interoperability specifications and vintage or firmware requirements for solution. Customer is responsible for all costs associated with any necessary upgrade of its equipment required to meet manufacturer interoperability specifications. Customer shall refer to the Service Support website at www.xo.com/care/notices/Pages/CCSupport.aspx for a list of the supported vintage and firmware requirements.

8.4 XO will not provide service to or support any Customer provided equipment or hardware. If, after diagnosing a problem with the Service XO determines that the Customer provided equipment or hardware is the cause of the problem, Customer will be responsible for servicing such equipment or hardware.

8.5 For Customer provided equipment, Customer acknowledges and accepts the following:

- 1 . There is no guarantee that Customer provided equipment or any of Customer's previously purchased and installed IP phone set manufacturer-specific software or feature module will work with the Service.
2. All Customer provided equipment must be in sound working order. Any defective cord, cable, or other components that impact the proper configuration, testing and operation of the equipment will be noted by the XO technician, and must be replaced at the Customer's expense.
3. After completion of the re-flash of Customer provided equipment, Customer will no longer have administrative access to said equipment.



CONTACT CENTER SERVICES TERMS AND CONDITIONS

8.6 For XO to re-flash and re-configure Customer provided equipment and to download Service settings to Customer provided equipment, Customer is responsible for the following:

1. Customer must provide XO with administrator password(s) or alternatively the "unlock" password(s) that Customer must obtain from current service provider.
2. All Customer provided phone sets must be reset to factory default mode in order to re-flash and re-configure Customer provided phones.
3. If available, Customer may provide XO with additional Customer provided equipment to be connected to the Customer's existing public Internet access. This will assist XO technicians in the site survey at validating the amount of time to be allocated for the re-flash and re-configuration of the Customer provided equipment.

8.7 Customer provided SIP phones must have a firmware version that meet's XO's minimum requirements. If the firmware release is not at that level, Customer bears the responsibility of upgrading the phones' firmware prior to their Service site survey. Customer shall refer to the Service Support website at www.xo.com/care/notices/Pages/CCSupport.aspx for a list of the supported firmware requirements.

8.8 **Equipment Purchased Through XO.** Customer may purchase equipment through XO for use in connection with Service. Such equipment in all instances will remain the responsibility of Customer and under no circumstance will XO's responsibility with respect to the provisioning of Service extend to such Customer's equipment.

8.9 **QoS Monitoring.** For purposes of monitoring the Service quality and diagnosing root cause of Service-impacting issues, XO will install a QoS device during CPE installation at the Service Location. This CPE securely routes traffic data to the XO Service cloud for Customer and/or site-specific analysis.

9.0 Service Delivery

9.1 The Service delivery will be completed during normal business hours, Monday through Friday, 8AM - 5PM local Customer time, excluding XO holidays. Delivery of the Services outside of normal business hours may be subject to additional charges that will be presented to Customer through the Order Change Management process defined below.

Program Management. XO may provide a remote Program Manager to be Customer's primary point of contact throughout the Service delivery process. The Program Manager is responsible for:

1. Coordinating the installation and activation of XO provided Equipment and network service;
2. Co-developing project plan with Customer to include mutually agreed upon project schedule and milestone dates;
3. Providing Customer with all associated circuit and Service order numbers;
4. Providing and maintaining the project schedule;
5. Coordinating with Customer all project related tasks, including:

8.0 Service and network services ordering planning

9.0 Service programming and database collection;

10.0 Service configuration and provisioning

11.0 Service systems integration and provisioning

12.0 Service software configuration and installation

13.0 Service equipment procurement and shipping;

14.0 Building access for technicians and network services installation

15.0 Delivery, installation, and testing of XO network services

16.0 Delivery and installation of Service software and equipment

17.0 Service pre-activation testing

18.0 Service activation

6. Documenting order changes and facilitating the order change management process.

9.2 **Order Change Management.** Customer requested changes may result in additional charges to those listed in the SOA and may impact the project timeline as defined by the XO Program Manager. XO Program Manager will coordinate all project changes received prior to the designated change freeze date with the Customer-designated contact and facilitate changes to the project through XO's change management process prior to XO performing work. Change requests received following the change freeze date will be processed through the moves, adds, and changes process outlined in Section 14.1. XO will present Customer with a Job



CONTACT CENTER SERVICES TERMS AND CONDITIONS

Change Order ("JCO") request that includes applicable service charges. Customer must notify XO Program Manager of JCO approval in writing. Changes include:

The addition or change of hardware components and/or software license quantities provided for within the Service Order;

1. Changes in the Service Delivery Description;
2. Any XO-performed modification to network services once Customer has provided network order acknowledgement and XO has provisioned network service to accommodate network service activation;
3. Requests for additional professional services;
4. Delays in the project caused by Customer readiness;
5. XO technician dispatch cancellation without 24-hour notice; and
6. Upon a finalized project delivery schedule, any delays not directly caused by XO or any XO subcontractors.

9.3 Project Kickoff. The XO Program Management will coordinate a project kickoff conference call with the designated Customer project contacts to review the following:

1. Service Order and Service Delivery milestones and required XO deliverables;
2. Review customer deliverables; and
3. Coordinate Service site survey.

9.4 Site Survey. A XO technician will be dispatched to Customer's service location to inspect and verify the following:

1. Customer provided environment meet XO and/or manufacturer's requirements;
2. XO will determine if sufficient network cable/wire facilities are present between the building minimum point of entry (MPOE) and the Customer's desired network service termination point (DMARK); and
3. The XO technician will determine if sufficient station-level cable / wire facilities are present between the Customer's desired network service termination point and the respective IP endpoint locations.

9.5 Service Extension Charges. XO will terminate Service at no additional charge at a minimum point of entry ("MPOE") on Customer or End User Service Location. 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 Service Location, 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.

If XO, or its Service installation vendor, determines that there are insufficient station-level cable/wire facilities to deliver the Services detailed in the Service Order, Customer understands that Customer will install, at Customer expense, new / additional cable/wire facilities between the desired network installation point and the user desktop locations required for XO to fulfill the Service delivery.

The Service site survey may be conducted in collaboration with XO network service delivery. Service System Configuration and Set Up. XO will configure and set up the Service as specified by Customer in the CCS Planning Guide. The Service phone sets may be shipped directly to Customer's Service location and will be configured in accordance with manufacturer's published specifications. XO may impose additional costs to configure certain features. XO IP VPN Network Services. XO IP VPN network services will be ordered and delivered in accordance with standard industry processes and procedures. Upon successful installation and testing of network facilities on the designated Firm Order Commitment date established by the incumbent local exchange carrier, XO will install network routing and QoS monitoring equipment in preparation for the Service activation date. At that time, XO may activate a limited number of Service end user ACD consoles and SIP phone applications to validate customer PC, LAN / WAN readiness.

Consistent with industry standards, XO Program Manager will coordinate a conference bridge with Service technical engineering team and designated Customer contacts for preliminary activations testing of Service configuration, software, and integration with customer systems.

9.6 Service Activation by Service Location. The XO Program Manager will coordinate a conference bridge with XO National Activations Center and designated Customer contacts for the activation and testing of the Service. XO test each XO provided phone set for proper user name, extension, location and basic operation. XO will install and test all analog terminal adapters for basic operation. XO will activate all telephone phone



CONTACT CENTER SERVICES TERMS AND CONDITIONS

numbers serviced through Service and will conduct requisite testing to validate proper routing and functionality.

9.7 Service End User and Systems Administration Training. XO will provide Customer with web-based training videos and user guides sufficient for Customer to learn all available Service system administrative and phone set portals and phone set features and functionality. It is Customer's responsibility to complete the web-based training courses available on the Service Support website at www.xo.com/care/notices/Pages/hostedpbxsupport.aspx. Additional remote or on-site Service system / phone set training are available upon Customer request for an additional charge. Terms and conditions related to this training is set forth at www.terms.xo.com. XO will pass through to Customer any third party costs XO incurs as a result of Customer cancelling or re-scheduling training less than ten (10) business days prior to the scheduled training session. The Service system administration is outlined in Section 13.1.

10.0 Disclaimers and Limitation of Liability

IN ADDITION TO THE LIMITATION OF LIABILITY AS SET FORTH IN THE AGREEMENT, XO DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. XO ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

XO PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY XO OR THIRD PARTY HARDWARE OR SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH THE SERVICES "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN SHALL BE INTERPRETED TO ENHANCE OR CREATE ANY WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE. XO DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE DELIVERY, INSTALLATION, SUPPORT OR USE OF ANY SOFTWARE. XO ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

11.0 Service Level Agreements and Associated Credits

11.1 Network. The Wide Area Network ("WAN") Service Level Agreement ("SLA") set forth at www.terms.xo.com apply and are incorporated herein by reference unless Customer has executed a WAN Services Exhibit, in which case, the SLAs set forth in the WAN Services Exhibit will apply.

11.2 Voice. For 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 monthly recurring charge (MRC) for the applicable Service 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

11.3 Credit Limits and Reporting Procedures. Total credits under this SLA are limited to 100% of the MRC for the affected Service for the month in which 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 relevant service contract). To report a Service failure and request an SLA credit, Customer must call XO Customer Care at 1.888.575.6398 within ten (10) business days of the Service outage or Service affecting issue.



CONTACT CENTER SERVICES TERMS AND CONDITIONS

12.0 Service and Support

12.1 EQUIPMENT AND SERVICES SUPPORT. After the Service activation, Customer will be required to contact XO Customer Care to report Service and/or XO network service repair issues, or to request moves, adds, changes to the Service and XO network services. Only the authorized Customer representatives may request changes to Service and network services.

If XO, or its contractors and agents, provide and continue to own the Equipment needed for Customer to use the Service, then during the initial Service 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. Customer will be responsible for making any requests for Service and Support by contacting XO via telephone or by giving XO written notice. For the avoidance of doubt, XO will not furnish Service and Support for Customer provided equipment and all costs or expenses related to fault isolation, diagnosis, hardware replacement and software updates for Customer-provided equipment will be Customer's sole responsibility.

Details regarding XO's Services and Support are as follows:

XO Network and Service Coverage Hours. XO Network and Service and Support is provided on a 24 x 7 x 365 basis.

12.2 Service Repair Response Intervals. Service Repair Response interval is measured from the time Customer initiates requests for Service and Support by contacting XO via telephone or by giving XO written notice. Service and Support work will be performed during Customer's coverage hours. XO's response to Customer's request for Service and Support will include contacting Customer, remotely accessing the equipment or by dispatching technical resources to Customer's Service Location. XO will then diagnose and remedy the fault. XO's repair response intervals for Services are stated below:

1. Priority 1: Within (4) hours of a properly reported request for Service and Support service.
2. Priority 2: Within (8) XO business hours of a properly reported request for Service and support service.

12.3 Definition of Service and Support Priority:

1. **Priority 1:** A problem which makes the continued use of one or more critical functions impossible (or severely restricted). Any defect that severely risks business operations. Problem may cause loss of data and/or restrict data availability and/or cause significant financial impact, such as:

- a. 50% or more of the SIP endpoints cannot receive or place calls or retrieve voicemail.
- b. An outage of the main business number for the Customer's site
- c. An outage of the automated attendant

2. **Priority 2:** A problem which severely affects or restricts major functionality. The problem is of a time sensitive nature and important to long term productivity but is not causing an immediate work stoppage. Operations can continue in a restricted fashion, such as:

- a. 20% or more of the SIP endpoints cannot receive or place calls or retrieve voicemail
- b. Certain features are not functioning properly or at all
- c. Outage of the Web Portal administrative dashboards

3. **Priority 3:** A minor condition or error that has no significant effect on an End User's site operations, such as:

- a. Outages of less than 20% of the SIP endpoints
- b. A partial Service Web Portal administrative dashboard outage or certain functions not working properly

4. **Priority 4:** Internal XO work order, non-Customer initiated.

12.4 Service and Support includes the provision of replacement XO-provided 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 remain XO's property.

12.5 XO's Service and Support obligations do not include moves, changes or installation of additional software, or equipment Customer is authorized to make on its own; software configuration or troubleshooting, or any other services not covered under this document. Such additional charges will be quoted to Customer at XO's then-current rates.



CONTACT CENTER SERVICES TERMS AND CONDITIONS

12.6 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.

XO agrees to notify Customer of any hardware and/or software application elements that become End of Support by the manufacturer(s) at any time during the initial or extended Service agreement. Upon notification, XO will consult Customer as to the impact to the document. Consultation will include any recommendation to upgrade, replace, and/or deploy a new technology along with defining any applicable one-time or monthly service charges.

1. XO may electronically monitor supported Equipment for the following purposes:
2. Remote diagnostics and corrective actions;
3. To determine applicable charges;
4. To verify compliance with applicable software license terms and restrictions

None of the following are included in Service and Support provided by XO:

1. Diagnosis or support of equipment or software other than supported Equipment provided by XO in connection with the Service, including without limitation, systems interfacing with supported Equipment;
2. Support of user-defined applications;
3. Data recovery services;
4. Services associated with relocation of supported Equipment;
5. 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;
6. Support of Equipment that have had their serial numbers altered, defaced or deleted;
7. Service and Support or repair resulting from any of the following:
 - a. 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;
 - b. The combination or integration of non-XO furnished equipment, software, or facilities with supported Equipment (except as provided in the XO documentation);
 - c. Supported Equipment that have been changed, modified or altered if such changes, modifications or alterations are not performed or directed by XO; Changes to the environment in which the supported Equipment were installed;
 - d. 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;
 - e. Actions of non-XO or XO authorized contractor personnel; or
 - f. Force majeure conditions outside of XO's reasonable control.

13.0 Service System and Software Administration

13.1 Service System Administration. XO will retain all administrator privileges for hardware and software delivered under the Service.

13.2 Customer System Administration. XO will grant Customer with limited administrator privileges for the purpose of self-administering the XO-provided Service Equipment. It is the Customer's responsibility to complete online training of the Service Customer Management portal and My Phone User Portal available on the Service Support website at www.xo.com/care/notices/Pages/hostedpbxsupport.aspx. 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.

13.3 Web Portal and Passwords. The Service includes Customer secure access to web portals for viewing, configuring and managing available options and features within the allowable permissions for Customer. Call Detail Records are viewable in the portal by Customer. Customer agrees that it will utilize XO-provided training materials and use reasonable commercial efforts to perform all available portal functions themselves. XO may



CONTACT CENTER SERVICES TERMS AND CONDITIONS

optionally assist a Customer by performing a portal function remotely on behalf of a Customer should the Customer experience difficulty or be in an emergency situation. In the event Customer requires XO to fully manage the functions available to the Customer via the portal, XO reserves the right to charge applicable Professional Service fees.

Customer is responsible for the security of all user ID and password information. This Agreement applies to all IDs and passwords associated with the Services account. By enrolling for and using the Services, Customer accepts sole responsibility for the security and confidentiality of all passwords, including immediately updating temporary passwords sent to users via email for their initial portal login. Accidental or unauthorized disclosure of passwords or user ID or inappropriate use may have serious consequences and XO shall have no liability for failure to securely maintain this information. Additionally, Customer remains responsible for the use of each of its accounts, whether used under any name or by any person, and for ensuring full compliance with this agreement by all users of the account. In the event of a breach of security through Customer's account, immediately contact XO customer service.

14.0 CUSTOMER MOVES, ADDS, CHANGES AND UPGRADE POLICY

14.1 Only authorized Customer representatives can request changes to the Service that cannot be performed via the Service Customer portal. XO will provide Customer with an order number and a requested service date. Note that certain remote changes may require a reboot of the phones(s) to take effect. All moves, adds, and changes performed by XO will be charged at then-current Service rates.

14.2 Upgrades. Upgrades will be co-terminus with the current Service Term unless otherwise defined in an amendment to this Agreement.

Customer will be charged and agrees to pay a non-recurring charge as designated by XO in connection with related configuration, installation and training.

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. Upgrades requested in last six (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.

15.0 GENERAL INDEMNITY

15.1 XO will defend and indemnify Customer, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by a third party which is caused by, arises from or relates to: (i) the gross negligence or willful misconduct of XO in the provision of Services by XO; or (ii) damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful misconduct of XO in the provision of the Services by XO.

15.2 Customer will defend and indemnify XO, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by a third party which is caused by, arises from or relates to: (i) use, operation or resale of the Services in contravention of this Agreement; (ii) damage to real or tangible personal property or personal injuries (including death or breach of privacy) arising out of the gross negligence or willful misconduct of Customer in the use of the Services; (iii) any use, access, collection, storage or transmission of any Customer materials or Customer personal data by XO as required by this document; (iv) the business activities and practices of Customer, or manner in which Customer and End Users use the Services, including, without limitation, Customer's telemarketing practices and/or business activities conducted using the Services, or any claims by or on behalf of End Users with respect to the Services provided hereunder.

16.0 CUSTOMER PERSONAL DATA.

All Customer Personal Data (as defined herein) is and will remain the property and responsibility of Customer. In providing the Services, XO will transmit Customer personal data in accordance with Customer's instructions under this Agreement. Customer agrees that its application specifications, and any collection, access, storage, use and disclosure of Customer personal data will comply with all applicable privacy laws, and that any requirements or liabilities resulting from such activity or a breach of privacy or data security by Customer



CONTACT CENTER SERVICES TERMS AND CONDITIONS

within the meaning of such privacy laws will be the responsibility of Customer. For the purposes of this document, Customer Personal Data means any personal identifying information, or any other information that, either individually or when combined with other information, could be used to derive information specific to a particular person, which information Customer acquires, derives, stores, accesses, provides or uses in connection with Customer's use of the Services. Customer Personal Data may include, but is not limited to, information regarding any Customer employee or End User identity, social security, employee or other identification number; bank, credit card, financial or other account information; health care information; e-mail address; transaction information; and other Personally Identifiable Information as such term may be generally used or defined under applicable Privacy Laws (as defined herein). Privacy Laws means federal, state and local law and regulation, as amended from time to time, as may be applicable to the collection, storage, access, handling, and use of personally-identifiable information as such term (or a similar term) may be defined under Privacy Laws.

Rev. 07/08/16



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TERM AND TERMINATION: This Agreement is effective until terminated, but in no event longer than the applicable Subscription Period. However, it will terminate immediately if you fail to comply with any term or condition of this Agreement. Upon such termination you agree to cease all use of the Software and associated documentation. If this Agreement is terminated, all terms and conditions herein shall terminate immediately except those contained in the paragraphs entitled Restrictions, Ownership, Confidentiality, Term and Termination, Governing Law, Limitation of Liability and General which shall survive any termination of this Agreement.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Texas and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

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CONTACT CENTER SERVICES TERMS AND CONDITIONS

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SEVERABILITY: In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefore.

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Rev. 07/08/16