

XOptions® Flex

Effective December 14, 2007, XOptions Flex will no longer be available to new Customers, but existing Customers may acquire additional service after that date.

Service Description: XOPTIONS® FLEX is a service utilizing IP technology to support up to 32 voice-grade equivalents (with either an analog line, digital trunk, or ISDN PRI) and up to 3 Mb of data originating in IP format at Customer-owned or leased equipment situated on Customer premises. Data speeds are allocated dynamically to increase data transmission speed when voice transmissions are not occurring. XOPTIONS® FLEX provides local, long distance and data communications service capabilities over a local loop transmission facility provided by XO.

I. Local Services

XOPTIONS® FLEX includes an allotment of 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 following rates:

Local Directory Assistance:	\$2.25 per inquiry
Local Operator Services:	See www.terms.xo.com for interstate Operator Service rates, which apply to Local Operator Services.
Directory Service Listings:	See "Miscellaneous Charges," Section 1.9, at www.terms.xo.com .

In addition, the following line-based features are available for use with XOPTIONS® FLEX with analog lines at no additional charge: Call Forwarding Always (Variable), Call Forward Busy, Call Forward Don't Answer, Remote Access to Call Forwarding, Three-Way Calling, Call Hold, Call Pickup, Call Transfer, Caller ID, Call Return, Voice Messaging, Abbreviated Dialing, Call Waiting, Last Number Redial, Do Not Disturb, Anonymous Call Rejection, Hunting (Sequential, Uniform, Simultaneous or Circular), Caller ID Line Block and Selective Call Forwarding, Selective Call Acceptance, and Selective Call Rejection. Caller ID Name and Number is available at no additional charge for ISDN PRI with NI – 2 protocol, and Caller ID Number is available with ISDN PRI NI – 1 protocol Customers and Digital Trunk Customers, if their PBXs support the capability.

The following optional features are available with XOPTIONS® FLEX for an additional charge:

Feature	Feature Pricing	
	MRC	NRC
Additional DIDs (local)	\$3.00	Per block of 20
Additional DIDs (local)	\$12.00	Per block of 100
Additional 800 Numbers	\$7.00	
Auto Attendant	\$30.00	\$100.00
Call Center	\$50.00	\$150.00
Verified Account Codes	\$10.00	\$25.00
Voice VPN (per location)	-	\$100.00
Anywhere Package	\$5.95	- 1 user
Anywhere Package	\$29.00	- 5 users
Anywhere Package	\$52.00	- 10 users

Anywhere Package \$99.00 - 20 users

II Long Distance Services

XOPTIONS® FLEX includes an allotment of inbound and outbound domestic long distance calling minutes subject to the limitations and Usage Requirements described below. A single basic Toll-Free number is available with XOPTIONS® FLEX at no additional charge. Charges for international long distance calling will be billed at the applicable standard service rates reflected at www.terms.xo.com. In addition:

- 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.
- The minimum charge for a call is sixty (60) seconds, and each call will be billed in sixty (60) second increments with rounding up to the next whole minute.
- Outbound Long Distance is limited to fifty thousand (50,000) minutes of use per monthly billing period.*
- Inbound Long Distance is limited to five thousand (5,000) minutes of use per monthly billing period.*
- 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 applicable rates. See www.terms.xo.com for rates applicable to Long Distance and International Operator Services.
- See "Calling Card Charges" at www.terms.xo.com. (Calling Card services will no longer be available to new Customers after November 24, 2008)
- See "Conference Calling Charges" at www.terms.xo.com.
- Inbound Toll-Free calls originating from Canada ("Canadian Toll-Free") will be priced at the applicable rates and billing increments set forth under "Charges" for "Domestic Toll-Free" at www.terms.xo.com. Canadian Toll-Free calls are not included within the allotted Inbound minutes set forth above.

III. Data Services

Dedicated Internet access service is included with XOPTIONS® FLEX. The bandwidth available will vary based on simultaneous voice usage at any given time but may be up to 1.54Mb (1 T-1) or up to 3.0 Mb (2 T1) if no voice usage is occurring. In addition to internet access, the standard XO Website Hosting & Dial Up Internet Service is included pursuant to the terms and conditions located at www.terms.xo.com.

Acceptable Use Policy. Customer acknowledges that it has reviewed the XO Acceptable Use Policy ("AUP") which may be found at: (<http://www.xo.com/legal/index.html>) and agrees to be bound by the then current version of the AUP. The terms and conditions of the AUP, which may be updated from time to time, are hereby incorporated by reference and made a part of this Agreement.

IV. XO Anywhere Package

The XO Anywhere Package enables End Users to make and receive calls using their XOPTIONS® FLEX phone features from remote locations via a toolbar that is downloaded onto the End User's laptop or PC. Additional terms and conditions apply, (see XO Anywhere Package terms at www.terms.xo.com), which are incorporated herein.

V. Other Requirements

Usage Requirements: XOPTIONS® FLEX usage levels must be consistent with average business usage levels, which may not exceed the limits set forth in Section II, with respect to Long Distance Services. If Long Distance Services usage at a single Customer location exceeds any of the established limits during a monthly billing period, an additional \$0.04 per minute charge will be assessed on each minute of use over the applicable limit for that month. XOPTIONS® FLEX may not be used in connection with call center or similar operations, auto-dialers, foreign exchange services, public telephone services, calls to Internet Service Providers, broadcast facsimile applications, or aggregated end-user traffic such as that undertaken

by educational institutions, nor may XOPTIONS® FLEX be deployed at any Customer collocation space. XOPTIONS® FLEX Service requires a minimum of five (5) analog lines or Voice Grade Equivalents at all times. The Company reserves the right either to discontinue furnishing XOPTIONS® FLEX or to move the Customer to an alternative usage plan or product if Customer's usage, in XO's sole discretion, is deemed not to be that of a typical business user or if the service is being used by Customer for any prohibited application, or if Customer falls below the minimum required number of analog lines or Voice Grade Equivalents. Customer shall remain responsible for any applicable early termination charge if it chooses to terminate service as a result of XO's discontinuation of service or its modification of the Customer's usage plan or product.

E911 Capability: To receive XOPTIONS® FLEX, 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 at locations other than the location for which a Service address has been furnished to the Company; (e) may not be available or may be routed to emergency personnel unable to respond, if Customer has disabled or damaged the Company-provided Interactive Access Device or removed it to a location other than one for which a Service address has been provided to the Company; 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.

Equipment: XOPTIONS® FLEX requires the use of Customer-owned or leased equipment, located on Customer premises, which converts Customer traffic to IP prior to delivery to XO for transmission over its IP network. Customer may provide equipment compatible with XOPTIONS® FLEX or XO will do so on a lease basis, the charge for which will be incorporated into the price for XOPTIONS® FLEX. If Customer provides its own equipment in lieu of acquiring it from XO, Customer will receive an appropriate monthly credit that will be reflected in the price for XOPTIONS® FLEX.

Customer PBX configuration: Notwithstanding successful lab testing of XOPTIONS® FLEX with respect to the compatibility and operability of Customer's PBX configuration, XO makes no representations or warranties of any kind regarding the impact that such configuration will have on Customer's business requirements or interoperability with Customer's other systems. Although XO will configure Customer's voice service according to the specified Standard Configuration, it is the sole responsibility of Customer and Customer's PBX vendor to ensure that the phone equipment is set up to accept XO Service and that the PBX configuration is suitable to satisfy Customer's business requirements.

Use of XOPTIONS® FLEX: Customer acknowledges and agrees that all requirements and restrictions (collectively the "Regulations") are applicable in all respects to its subscription to, and use of XOPTIONS® FLEX Services. Customer is prohibited from intermingling traffic or for utilizing this service for anything other than providing an XOPTIONS® FLEX originated and/or terminated service to its End Users in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all traffic delivered by Customer to XO hereunder is XOPTIONS® FLEX originated, and all traffic delivered by XO to Customer hereunder is XOPTIONS® FLEX terminated, in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges. In addition, Customer expressly agrees, represents and warrants that no calls will be made via use of XOPTIONS® FLEX from any location other than the actual Customer Premises specifically designated by Customer on the SOA and at which XOPTIONS® FLEX is established. Customer understands and agrees that these covenants and the provisions set out in the Regulations are material and essential parts of the Agreement and that Customer's breach of any of the Regulations constitutes a material default of the Agreement. XO reserves the right to modify rates to reflect applicable access or other charges and/or terminate the Agreement and/or the Services for cause immediately upon written notice to Customer if XO determines in its sole discretion that Customer is using or plans to use the Services in a manner inconsistent with any of the Regulations or Customer fails to pay any such access or other charges. Without limiting any other provision of the Agreement, Customer further represents and warrants that it will use the Services in conformance and compliance with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to "do not call" lists or registries. XO may audit Customer's traffic to ensure that Customer is complying with the Regulations, as well as with the prohibitions set forth above.

Limitations on Use: Customer may use XOPTIONS® FLEX Services solely for its own benefit and the benefit

of its End Users. Customer shall not share, resell or allow the use of the XOPTIONS® FLEX Service, in whole or in part, by any third party, including but not limited to other providers of computer or communications services.

VI. Features and Price Changes

Online Feature Management: This feature provides Customer with a web-based interface that allows the Customer to make changes to its existing voice services by accessing the User Administrative Web Portal via XO's Business Center (<http://www.xo.com/businesscenter/welcome.html>). Terms applicable to the XO Business Center apply to such use and the Customer must agree to such terms. To add lines, trunks or channels at an existing XOPTIONS® FLEX location, *i.e.*, a location at which Service has been installed and is available for use, Customer must generate an order via the XO Business Center. (If such an order has been placed and is in process or accepted, any change requested prior to installation must be made through XO Customer Care, in which event Service Order Change charges may apply.) To obtain XOPTIONS® FLEX at a new location, Customer must contact a XO Sales Representative or call (866) 963 – 9696.

Price Changes: XO will provide notification to the Customer in advance of any price increases. Price reductions will be effective immediately without any written notification. If Customer elects not to accept a price increase, it may notify XO in writing of its intent to terminate the agreement for XOPTIONS® FLEX within thirty (30) days of receipt of the notice of the rate increase. After XO receives such notice, it will terminate Customer's service within sixty (60) days of such receipt without imposing any termination liabilities. Customer will be obligated to pay the increased price, prorated if applicable, during the termination notice period. Customer's use of XOPTIONS® FLEX after the thirty (30) day notice period will constitute its acceptance of the price increase.]

Customers who require more than sixteen (16) voice-grade channels at a particular location will be charged for an additional T1 Circuit.

VII. Service Level Guarantees

Network Availability: The Dedicated Internet Access ("DIA") SLAs set forth at www.terms.xo.com apply. The XO™ IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets one hundred percent (100%) of the time, as averaged over a calendar month. The XO IP network includes Customer's access port (the port on the XO aggregation router upon which the customer's circuit terminates) and the XO IP backbone network. The XO IP backbone network includes XO owned and controlled routers and circuits (including any transit connections). The one hundred percent (100%) XO Network Availability guarantee does not apply to local access (e.g., the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or force majeure events (as defined in the applicable service agreement).

If the Network Availability guarantee is not met during a calendar month, the Customer will receive a credit in the amount of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the one hundred percent (100%) guarantee following the opening by Customer of a trouble ticket pertaining to the outage.

Latency Guarantee: The XO® IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the XO IP backbone network over a calendar month of 65ms or less, which is measured as the average of 15-minute samples across the XO IP backbone network taken throughout the month. This Latency Guarantee does not apply to local access (e.g., the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, or force majeure events (as defined in the relevant service agreement).

If the Latency Guarantee is not met during a calendar month, the Customer will receive a credit in the amount of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms

average maximum guarantee following the opening by Customer of a trouble ticket pertaining to the deficiency.

Packet Loss: Maximum average packet loss of one percent (1%) during any calendar month. If the Packet Loss guarantee is not met during a calendar month, the Customer will receive a credit of one-thirtieth (1/30th) of the monthly recurring charge (MRC) for the month the packet loss exceeded one percent (1 %) for each affected XOPTIONS® FLEX service following the opening by Customer of a trouble ticket pertaining to the deficiency.

Network Jitter Guarantee: The Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. If the Network Jitter Guarantee is not met during a calendar month and the failure is reported to Company by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met.

Voice: For voice service outages due exclusively to the fault or failure of XO, Customer, after an outage has been reported and the fault or failure is shown, will receive credit based on the monthly recurring charge (MRC) as follows:

1 hour to 4 hours	¼ day credit
4 hours to 8 hours	¾ day credit
8 hours to 24 hours	1 day credit
Over 24 hours	1 day for each 8 hour period over 24 hours

Credit will not be given for outages due to local access (e.g. the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or force majeure events (as defined in the applicable service agreement).

* These limitations and charges apply to new Service ordered after October 20, 2006. "New Service," as used herein, shall not be interpreted to include the addition of a voice-grade channel or channels at an existing Customer location.

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