

XO Hosted PBX Terms and Conditions

I. Service Description

1.1 XO Hosted PBX (“Service” or “Hosted PBX”) is a service offering within the domestic United States consisting of a bundle of XO-provided hardware, software and network services which includes: (i) the provision of Hosted PBX manufacturer hardware and telephone handset(s) at Customer-specified service location(s) (“Premises”) (pursuant to compliance with Section 7.3 below, Customer may provide and utilize some of its own equipment); (ii) the furnishing of voice and data access, local, and long distance services; (iii) the Service and Support (as defined in Section 7.2 below) of hardware and software provided by XO and located on Customer’s Premises (“Equipment”); and (iv) on-going lifecycle management. Service is provided, in part, via a cloud PBX that interoperates with pre-approved IP telephone stations and allows access to XO’s IP VPN network.

1.2 The cloud PBX is furnished as part of the Service providing basic voice service calling features with each telephone number ordered. In order for Customer to qualify for IP telephone handsets for use in connection with the Service, Customer must qualify itself as VoIP-ready. Customer must execute a remote network assessment application provided by XO for purposes of determining the current status and support characteristics for key network protocols, services and settings necessary for hosting an acceptable level of quality VoIP service on the Customer’s network, as detailed in the Statement of Work (“SOW”) executed by the Parties.

1.3 XO will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Customer as set forth in the SOW. In the event of any inconsistency between the terms and conditions set forth in the SOW and these Hosted PBX Service terms, these Hosted PBX Service terms will control.

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

II. TERM AND TERMINATION

2.1 Start of Service Date. XO will notify Customer when the Service is installed or connected, successfully tested, and available for Customer use (“Start of Service Date”). Billing will begin on the Start of Service Date, regardless of whether Customer is prepared to initiate usage of the Service. XO shall not be liable for any damages whatsoever resulting from delays in meeting requested or specified service dates, or inability to provide Service. Customer agrees to cooperate with XO to accomplish Service activation by providing access to Customer's premises and facilitating testing and Service delivery requirements.

2.2 Term. The Service ordered shall have a minimum term of one (1) year from the

applicable Start of Service Date. Unless a Party notifies the other Party in writing not less than thirty (30) days prior to the expiration of the original or renewal term that it intends not to renew the Service, the Service shall automatically renew for the same service Term and at the same terms and conditions as set forth herein.

2.3 Suspension, Termination and Cancellation Charges

2.3.1 XO may suspend the Hosted PBX Service: (i) immediately, when Customer or a user permitted access to the Service by Customer (a "User") uses the Hosted PBX Services: (1) to make calls which might reasonably be expected to frighten, abuse, torment or harass others, or (2) in any way that exposes XO to material and imminent harm to XO's network, to other necessary XO facilities or systems or to XO's ability to provide services to other customers, and Customer does not (or fails to cause its Users to) immediately cease and desist from the activity giving rise to such harm upon receiving notice of such material and imminent harm from XO; or (ii) immediately, when Customer or Users are making unlawful use of the Services and Customer does not (or fails to cause its Users to immediately cease and desist such use) upon receiving notice of such unlawful use from XO.

2.3.2 In the event of suspension under Subsection 2.3.1 above, XO shall provide Customer with an opportunity to cure as set forth in the general Terms and Conditions.

2.3.3 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 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 or XO's modification of Customer's usage plan or product.

2.3.4 XO may terminate the Hosted PBX Services: (i) if Customer violates any legal requirement relating to the provision or receipt of Service or has breached or failed to perform any material provision of this Agreement and fails to cure such breach within thirty (30) days of notification thereof (except for payment defaults for which no cure periods shall be available in addition to those described in the Agreement); or (ii) 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 reasonable 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.

2.3.5 If the Hosted PBX Service is cancelled after the Hosted PBX Service has been ordered but prior to the Start of Service Date, Customer shall pay two (2) month's recurring charges, plus any applicable service ordering and installation charges.

2.3.6 If the Hosted PBX Service is terminated after it has been activated, including termination of Services by XO (except pursuant to Section 2.3.4(ii)), Customer shall be liable for all charges, which Customer agrees is reasonable, associated with the service ordering and installation as well as for the monthly recurring charges for the remaining term of the order, unless the Service does not meet the specifications set forth herein.

III. PRICING, BILLING AND CHARGES

3.1 Pricing for Services provided pursuant to this Exhibit shall be in accordance with the Service Order provided by XO, which shall be provided with and made part of the Agreement. Monthly recurring charges (“MRC”) are billed one (1) month in advance, while long distance usage is billed in arrears. Billing shall commence upon the Start of Service Date (as defined in Section 2.1 above).

3.2 XO reserves the right to modify prices after the initial term. XO will provide Customer with 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 any termination liabilities. Customer’s use of the Service after the thirty (30) day notice period will constitute its acceptance of the price increase.

3.3 Charges Customer may be subject to as a result of the provision of the Service (e.g., configuration modification, delay or hardware and labor costs) as set forth herein or in the SOW. In addition, XO’s service and support obligations do not include moves and changes or installation of additional equipment Customer is authorized to make on its own; application configuration or troubleshooting, or any other services not covered under this Agreement, will be quoted to Customer at XO’s then-current rates.

IV. Service Requirements and Restrictions

4.1 Service Requirements. To receive Hosted PBX Service, Customer must execute, and XO must accept, a Service Order Agreement (“SOA”) and a SOW establishing the rights and obligations of Customer and XO (including its contractors) with regard to the provisioning of Service and Equipment. In addition, the SOW shall include the following:

1. Customer-acknowledged/approved detail of network services including, but not limited to, complete and correct inventory of the Customer’s telephone numbers to be ported to XO (as required).
2. Customers 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
3. Required supporting product site survey documentation to be submitted with Customer-acknowledged network order.

4. Customer contact information that includes telephone number and valid email address.
5. Customer local area network(s) ("LAN") minimum network requirements to provision, service, and support Hosted PBX services.

4.2 E911 Capability. To receive Hosted PBX 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, Quality of Service ("QoS") device, or other Hosted PBX-specific 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.

4.3 Nomadic 911 Service. Nomadic 911 is an optional service which may be added to Hosted PBX Service. If Customer chooses to add Nomadic 911 Service, it must execute a Nomadic 911 Addendum and use the Nomadic 911 Service for each telephone number that can be used at a location other than the particular Customer Premises at which a Service is being provided by XO. Unless Customer subscribes to XO's Nomadic 911 Service, Customer is prohibited from making 911 calls via XO's Hosted PBX Service from any location other than the particular Customer Premises at which Hosted PBX Service is being provided by XO.

V. LOCAL SERVICES

Hosted PBX 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 following rates:

Local Directory Assistance: \$2.25 per inquiry.

Local Operator Services:

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" at www.terms.xo.com.

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

The following optional features are available with Hosted PBX for an additional charge: Voice Virtual Private Network (Voice VPN), Call Center, Auto Attendant, Verified Account Codes, and [XO] Anywhere Package.

VI. LONG DISTANCE SERVICES

Hosted PBX 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.

VII. EQUIPMENT

7.1 XO-provided Equipment. Equipment provided by XO and delivered to Customer is only to be used in conjunction with the Hosted PBX 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 this Agreement, including those set forth at www.terms.xo.com. 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. 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. Further, in no instance is Customer permitted to relocate the QoS device without prior XO approval.

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

7.3 Customer-provided equipment. Customers providing their own equipment shall present an itemized list of equipment to be included in the accompanying SOW. All Customer Equipment shall meet all manufacturer's interoperability specifications and vintage or firmware requirements for solution detailed in the accompanying SOW. Customer is responsible for all costs associated with any necessary upgrade of its equipment required to meet manufacturer interoperability specifications. 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.

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

- a. 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 XO Hosted PBX Service.
- b. 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 notated by the XO technician, and must be replaced at the Customer's expense.

After completion of the re-flash of Customer provided equipment, Customer will no longer have administrative access to said equipment.

7.5 For XO Site Services to re-flash and re-configure Customer provided equipment and to download Hosted PBX service settings to Customer provided equipment, Customer is responsible for the following:

- a. Customer must provide XO with Polycom phone admin password or alternatively the "unlock" password that Customer must obtain from current service provider.
- b. 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.

Customer provided Polycom SoundPoint or SoundStation phones must have a minimum Polycom firmware version of 3.0.0 or higher. If the firmware release is not at that level, Customer bears the responsibility of upgrading the phones' firmware prior to their Hosted PBX site survey.

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 Customer Premise. This CPE securely routes traffic data to the XO Service cloud for Customer and/or site-specific analysis.

8.0 CUSTOMER REPRESENTATIONS AND WARRANTIES

8.1 Customer agrees, represents and warrants that: (a) It has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; and (b) It has carefully reviewed the Agreement, and that its use of the Hosted PBX Service rendered hereunder shall be designed, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it shall be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities.

8.2 Export Control. Customer acknowledges that the Hosted PBX Service governed by this Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Hosted PBX Service must be authorized under those laws and regulations. Further, use of the Hosted PBX Service outside of the U.S. may subject Customer and/or Customer's End Users to export or import regulations in other countries. Without limiting the foregoing, goods, software or technical data related to the Hosted PBX Service are prohibited for export or re-export to Cuba, Iran, Sudan, North Korea, Syria or

foreign nationals thereof, or any other country that is subject to U.S. economic sanctions or comprehensive export controls restricting such export or re-export, as well as to persons or entities barred from engaging in export transactions by the U.S. Departments of Commerce, State or Treasury (see Country Group E at http://www.export.gov/ecr/eg_main_023148.asp, as such list may be updated from time to time). Customer represents and warrants that it will comply with such export controls set forth above. Customer is responsible for notifying its End Users of such restrictions and agrees to be responsible for End Users' use. Customer will not use, distribute, transfer or transmit, directly or indirectly, information or any immediate product (including processes and services) utilizing the Hosted PBX Service, except in compliance with U.S. export laws and regulations.

9.0 ACCEPTABLE USE POLICY

Customer acknowledges that it has reviewed the XO Acceptable Use Policy ("AUP") which may be found at: www.xo.com/legal 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. The Customer agrees to check back to the AUP website periodically to review any changes to the AUP.

10.0 DISCLAIMERS AND LIMITATION OF LIABILITY

10.1 CUSTOMER ACKNOWLEDGES THAT TELECOMMUNICATIONS AND DATA TRANSMISSION SERVICES SUCH AS THOSE PROVIDED UNDER THIS EXHIBIT ARE NOT INFALLIBLE AND, THEREFORE, ARE NOT GUARANTEED. IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THE AGREEMENT, NEITHER XO NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF, OR DAMAGE TO, DATA) RELATING TO OR ARISING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER (THIS EXCLUSION DOES NOT APPLY TO ANY SERVICE WARRANTIES OR SERVICE LEVEL AGREEMENTS FOR ANY COMMUNICATION SERVICES PROVIDED BY XO UNDER THE AGREEMENT).

10.2 CUSTOMER UNDERSTANDS AND AGREES THAT XO IS PROVIDING SERVICES, AND ANY RELATED HARDWARE, SOFTWARE AND DOCUMENTATION TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY LIABILITY AGAINST XO AND AGREES TO HOLD XO HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM LOSS OR DAMAGE DUE TO DELAY OF SERVICE COMMENCEMENT OR INABILITY TO PROVIDE THE SERVICE, FAILURE OF ALL OR PART OF THE SERVICE, INCLUDING ANY BETA SERVICE, OR ANY RELATED SERVICE PROVIDED HEREUNDER.

10.3 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 HOSTED PBX SERVICES AND SUPPORT

11.1 HOSTED PBX EQUIPMENT AND SERVICES SUPPORT. After project closure, Customer will be required to contact XO Customer Care to report Hosted PBX and/or XO network service repair issues, or to request moves, adds, changes to the Hosted PBX and XO network services. Only the authorized Customer representatives may request changes to XO Hosted PBX and network services.

If XO, or its contractors and agents, provide and continue to own the Equipment needed for Customer to use Hosted PBX 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. 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.

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

1. Hosted PBX Hardware Coverage Hours. Hosted PBX hardware 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.
2. XO Network Coverage Hours. XO Network Service and Support is provided on a 24 x 7 x 365 basis.
3. Hosted PBX Service Repair Response Intervals. Hosted PBX 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 Premise. XO will then diagnose and remedy the fault. XO's repair response intervals for Hosted PBX 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.
4. Definition of Service and Support Priority:
 - a. 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:

- i. 50% or more of the SIP endpoints cannot receive or place calls or retrieve voicemail.
 - ii. An outage of the main business number for the Customer's site
 - iii. An outage of the automated attendant
 - b. 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:
 - i. 20% or more of the SIP endpoints cannot receive or place calls or retrieve voicemail
 - ii. Certain features are not functioning properly or at all
 - iii. Outage of the Web Portal administrative dashboards
 - c. Priority 3: A minor condition or error that has no significant affect on an End User's site operations, such as:
 - i. Outages of less than 20% of the SIP endpoints
 - ii. A partial Hosted PBX Web Portal administrative dashboard outage or certain functions not working properly
 - d. Priority 4. Internal XO work order, non-customer initiated.
5. 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 remain XO's property.
- a. End of Life Equipment.
 - i. 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.
 - ii. 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 Hosted PBX Service agreement. 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.
6. 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
7. None of the following are included in Service and Support provided by XO:
- a. Diagnosis or support of equipment or software other than supported Equipment provided by XO in connection with the Hosted PBX Service, including without limitation, systems interfacing with supported Equipment;
 - b. Support of user-defined applications;
 - c. Data recovery services;
 - d. Services associated with relocation of supported Equipment;

- e. 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;
- f. Support of Equipment that have had their serial numbers altered, defaced or deleted;
- g. 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.

11.3 HOSTED PBX SYSTEM ADMINISTRATION

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

11.3.2 Customer System Administration. XO will grant Customer with limited administrator privileges for the purpose of self-administering the XO-provided Hosted PBX Equipment. It is the Customer's responsibility to complete online training of the Hosted PBX administrative portal ("My Account"). 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.

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 administrators and end users. Call Detail Records are viewable in the portal by both administrators and end users.

XO will provide the Customer with web-based training videos and user guides sufficient for Customer to learn all available portal functionality. Customer agrees that all administrators and end users will utilize XO-provided training materials and use reasonable commercial efforts to perform all available portal functions themselves. XO may 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 administrators and users are 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.

11.4 CUSTOMER MOVES, ADDS, CHANGES AND UPGRADE POLICY

Only authorized Customer contacts can request changes to the Hosted PBX Service that cannot be performed via the Hosted PBX 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.

Upgrades. Upgrades will be co-terminus with the current service agreement unless otherwise defined within amended contract.

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

12.0 Service Extension Charges

XO will terminate Service at no additional charge at a minimum point of entry ("MPOE") on Customer or End User Premises. The MPOE will be determined in all instances solely by XO. If Customer needs an extension of Service beyond the MPOE (and XO is willing to provide the extension), the charge for such extension will be as set forth at www.xo.com/SiteCollectionDocuments/information/Rates_Charges/dedicated_transport_service_charges.pdf. If, after preparing to begin work on Customer or End User Premises, XO determines that additional work is required, XO will so advise Customer and the Parties will agree in writing to any additional charges before XO continues with the work.

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