

DIGITAL SUBSCRIBER LINE SERVICE TERMS AND CONDITIONS

1.1 Description of Service: Digital Subscriber Line ("DSL") Service ("Service"), in conjunction with XO-provided or Customer-provided equipment ("CPE"), provides Internet access to Customers via ADSL, IDSL and SDSL connections between Customer premises and the XO Network. CPE furnished by Customer must be XO-approved or certified. XO-provided CPE will be furnished with the equipment manufacturer's end-user warranty. XO, as necessary, will assist Customer in obtaining any equipment repair or replacement during the warranty period.

Customer must provide XO or its contractors with reasonable access to Customer's Premises in order to assure the timely and successful installation of Service and XO-provided equipment. If additional inside wiring is required to provision Service or related CPE, Customer may be charged for such additional wiring. And, if such inside wiring requires greater than two (2) hours' labor, or involves complex inside wiring e.g. in an office building or Multiple-Dwelling Unit, Customer may be required to obtain permission from a building manager/owner or hire an outside contractor at Customer's expense to complete the inside wiring installation.

XO shall provision Customer's line with the best speed available, but if XO cannot accommodate at least eighty percent (80%) of Customer's requested circuit speed, Customer may cancel Service without liability. If XO line-testing discloses that SDSL cannot be implemented, XO, upon Customer request as reflected in a SOA, will provision Customer's line with 144K IDSL, or Customer may cancel the SOA without liability. If Customer's line is found to be capable of circuit speeds exceeding Customer's requested speed, XO, upon Customer request as reflected in a SOA, will provision Customer's line with a higher circuit speed.

Charges are dependent on the circuit speed furnished and XO-provided CPE.

1.2 DSL Equipment and Maintenance: DSL Service will terminate into XO-provided or XO-approved CPE. If provided by XO, the CPE will be billed as a one-time charge. XO will maintain, manage and support the XO-provided CPE, including all required configurations and initial operational usernames and passwords. Customer must provide continuous electrical service and may not relocate, alter or otherwise modify XO-provided CPE, including the making of any software configuration changes. XO will configure a single IP address on the single Layer-3 IP interface. Multiple Layer-3 interfaces may not be used to connect directly to any single DSL Service line.

1.3 DSL Service Demarcation: The demarcation point for Service at Customer premises is the physical network element to which the XO-provided or Customer-provided CPE connects, namely, the LAN port cable provided by Customer. If Customer is unable to provide the cable, XO will do so for an additional charge.

1.4 Service Provisioning: If the Service is furnished via copper facilities acquired from a serving Local Exchange Carrier and such facilities become unavailable for use, the Company may discontinue Service without liability or any further obligation to Customer.

1.5 Service Use: Service may only be used by Customer and its End Users.

1.6 Notices: Customer must notify XO within five (5) days of acquiring any information in connection with Service, which information might adversely affect XO including, but not limited to, any errors, "bugs," or Service problems encountered by Customer.

1.7 Disclaimers: XO shall not be responsible for information content transmitted via Service involving Company host computers, Network hubs and POPs (the "XO Network"). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.12 INFRA, XO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE OR CPE IT PROVIDES, AND IT DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR

FITNESS FOR A PARTICULAR PURPOSE. XO expressly denies any responsibility for the accuracy or quality of information obtained by Customer or its End-Users through the use of Service. The use of any information obtained via the XO Network is at Customer's and End Users' own risk.

1.8 Term and Termination

1.8.1 Service Commencement: XO will notify Customer when: (a) Service is installed (including XO-provided CPE), successfully tested, and available for Customer use. Billing will begin on the Start of Service Date regardless of whether Customer uses Service on that date.

1.8.2 Term: The minimum term of Service is one (1) year beginning on the Start of Service Date. Unless one Party notifies the other in writing at least thirty (30) days prior to the expiration of the original or any renewal term of Service that it intends not to renew Service, the term of Service will automatically renew for an additional one-year term.

1.9 Cancellation and Termination Charges.

1.9.1 If Customer cancels Service after an order has been placed but before the Start of Service Date, Customer shall return, at Customer's expense, any XO-provided CPE in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by Company in anticipation of furnishing Service.

1.9.2 If Customer terminates Service after the Start of Service Date, Customer shall be liable for all charges associated with the ordering and installation of Service, as well as all monthly recurring charges for the remainder of the Service term, unless the Customer's termination is for cause. In addition, Customer shall return, at its expense, any XO-provided CPE in the same condition as when it initially was delivered and installed, reasonable wear and tear excepted, as well as any software or other materials provided by Company.

1.9.3 Customer agrees that the damages specified in Sections 1.9.1 and 1.9.2 are difficult or impossible to ascertain with certainty and, therefore, the damages specified therein are intended to serve as liquidated damages and not a penalty.

1.10 Acceptable Use Policy

1.10.1 Customer acknowledges it has reviewed the Company's Acceptable Use Policy ("AUP") located at <http://www.xo.com/legal-and-privacy/acceptable-use/>. The AUP, which is incorporated by reference herein and made part of these terms, may be amended by XO from time to time.

1.11 Pricing

1.11.1 Prices for DSL Service will be set forth in the applicable Service Order Agreement and will vary depending on the connectivity type, port speed and XO-provided CPE required to furnish Service to Customer.

Effective June 15, 2014: 1.11.2 XO reserves the right to increase fees or institute new fees at any time upon thirty (30) days notice. XO may reduce any fees at any time without notice.

1.12 Service Level Agreement ("SLA")

1.12.1 Customer acknowledges it has reviewed the Service Level Agreement ("SLA") located at www.terms.xo.com. Said SLA, which may be amended from time to time by XO, is incorporated by reference herein and binding on XO and Customer.

1.13 Network Numbers/Domain Name Policies

1.13.1 XO Network Number and Domain Name Policies are set forth in the AUP located at <http://www.xo.com/legal-and-privacy/acceptable-use/>. In all instances, the XO Domain Name and TCP/IP Adresse(s) provided in connection with Service remain the property of XO and, upon Service termination, Customer's right to use XO Domain Name and TCP/IP Addresses will cease. Unless otherwise mutually agreed in writing, Customer at all times is responsible for maintaining its own Domain Name when purchasing Service and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties.

1.13.2 XO will have sole discretion with regard to the Internet routing of XO-provided IP addresses.

1.14 Software License

1.14.1 Customer may not reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine, or attempt to determine, source code from any XO or third party software, nor may it permit or authorize any third party to do so. Title to such software, and all related technical know-how and intellectual property rights therein, shall remain the exclusive property of XO and/or its suppliers. Customer may not take any action to jeopardize, limit or interfere in any manner with XO's or a supplier's ownership rights with respect to any licensed software.

1.14.2 XO PROVIDES, AND CUSTOMER HEREBY ACCEPTS, ANY XO OR THIRD PARTY SOFTWARE PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH SERVICE "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 AND ASSUMES NO OBLIGATION TO CORRECT ERRORS IN ANY SOFTWARE. CUSTOMER UNDERSTANDS AND ACCEPTS ALL RESPONSIBILITY FOR ANY SOFTWARE MEETING CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

1.15 Limitation of Liability

1.15.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM CUSTOMER'S OR CUSTOMER'S END-USERS' USE OF THE XO NETWORK AND SERVICE INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, XO'S ENTIRE LIABILITY (AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY) FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO SERVICE OR THE XO NETWORK SHALL BE LIMITED TO THE LESSER OF DIRECT DAMAGES ALLEGED AND PROVED OR THE TOTAL AMOUNT PAID BY CUSTOMER TO XO DURING THE PREVIOUS THREE (3) MONTHS FOR THE SERVICE. The foregoing limitations apply to all causes of action and claims of any kind arising out of or related to Service or the XO Network and any Service Order, and Customer acknowledges and accepts the reasonableness of these disclaimers and limitations of liability.

1.15.2 XO shall not be liable for any action it takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party

including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

1.16 Indemnification

1.16.1 Customer shall indemnify, defend and hold XO and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses, damages and expenses, including attorney's fees, relating to any violation including, but not limited to, a breach by Customer, its End Users or others of their obligations with regard to Service, the placement or transmission of any message, information, software or other materials on the Internet by Customer, its End Users or other users of its account, a violation of the AUP, or Customer's traffic being processed through Company's switch, port or node. This indemnification shall survive the termination of the Service Term.

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