1.   **CONFERENCE CALLING**

1.1   Description of Conference Calling Services: Conference Calling Services allow users to conduct audio and web conferences with a few or up to hundreds of participants from locations served by the Company within the United States, from locations in Canada, and from international locations. The service is available for use by Customers twenty-four (24) hours a day, seven (7) days a week.

1.1.1   Additional Definitions: Additional applicable definitions may be accessed and viewed under "Additional Definitions."

1.1.2   Conference Calling Services include: Quick Conference, Toll Dial In (Operator Assisted*, Passcode or Passcode Event), Toll Free Dial In (Operator Assisted*, Passcode or Passcode Event), Global Operated Assisted* (for Americas, EMEA or Asia Pacific), Dial Out and Web Conferencing*.

1.1.3   The following Service features are furnished at no additional charge either as part of Service or upon Customer request:

SERVICE TYPES	
Reservationless Calls	Pass Code Calls
Adjust Line Volume	End Conference
Account Codes (Billing Code Prompt)	Help
Conference Lock	Listen Only (Self Mute)
Conference Participant Count	Lecture
Conference Roll Call	Music On Hold
Enable/Disable Chair Hang-up	Pass Code Access
End Conference	Roll Call
Help	Secured Call/Host Secured
Message Stop	Standing Reservation
Music On Hold	Teleconference Training
Mute All	Tone In/Out
Self Mute	

1.1.4   **Service features for which additional charges apply are: Chairperson Dial-Out, International Toll-Free Numbers, Direct Dial in, CD/Tape Recording, Replay, Replay Participant List, Participant List, Transcription, Summary/Abstract, Translations Interpretation, Restricted List, Vantage Point, Audio Streaming, Playback, Voting (Polling), Question and Answer (Q&A), Conference Monitoring, Dial-Out.**

1.2   Calculation of Chargeable Time: Billing criteria applicable to conference calling are as follows:

1.2.1   Chargeable time will begin when each conference call connection is established between a participant location and the conference connection point.

1.2.2   Chargeable time will end when a conference call connection established between a participant location and the conference connection point is terminated.

1.2.3   Chargeable time will not include any time lost due to a faulty or defective connection.

1.2.4   The duration of a call for billing purposes will be rounded to the next higher increment. Fractional cents will be rounded to the next higher cent.

1.2.5   The minimum for a conference call is sixty (60) seconds and, thereafter, the call will be billed in

sixty (60) second increments.

1.3   Calculation of Monthly Charges:

1.3.1   Charges for Service are exclusive of all taxes, surcharges, including Universal Service fund contribution and equipment charges, and other applicable fees.

1.3.2   Monthly Charges for Service include usage charges, but do not include non-recurring charges, taxes, surcharges, including Universal Service fund contribution and equipment charges, or other applicable fees.

1.3.3   Features for which additional charges apply are not eligible for discounting.

1.3.4   Any discounts will be applied to Monthly Charges and will be shown on the summary page of the Customer's invoice.

1.4   Special Terms and Conditions:

1.4.1   Company's liability to Customer arising out of any claim or cause shall not exceed the amount paid by Customer for Service during the monthly billing period(s) during which the claim or cause arose.

1.5   Web Conferencing Service:

1.5.1   License Grant. Customer is granted a non-exclusive, non-transferable, non-sublicensable revocable right to use Web Conferencing Service and any software associated with Web Conferencing Service for the limited purpose of conducting or attending meetings and presentations only. Customer may not rent, lease, grant a security interest in, or otherwise transfer any rights in the use of Service. Customer is prohibited from reselling or acting as a service bureau for any of Web Conferencing Service. Customer shall not reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of Web Conferencing Service or associated software.

1.5.2   User Content. Customer shall be the owner or licensee of any content it uploads, records or otherwise transmits through the Service, including but not limited to photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips (collectively, "Customer Content"). Customer will not upload, record or otherwise transmit Customer Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, harmful to minors or child pornographic; (v) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (vi) is materially false , misleading or inaccurate.

1.5.3   User Conduct. Customer shall comply with applicable United States export laws and regulations regarding the transmission of technical data exported from the United States through the Service. Customer agrees not to: (1) use the Service in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise); (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Service any directory of other users or usage information or any portion thereof other than in the context of Customer's use of the Service; (4) knowingly interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; (5) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or (6) use the Service for illegal purposes (including without limitation, gambling or betting). The

Company, at its discretion, may take any reasonable action deemed to be necessary, if Customer's conduct fails to conform to its obligations with respect to the receipt and use of Service.

1.5.4   <u>International Sale of Goods, Export and Import Control Laws and Regulations</u>. Application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. Customer acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Service and any associated software. Without limiting the foregoing, Customer understands that the Service and associated software are an "encryption item" subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce. Customer agrees that it will not export or re-export the Service or any associated software in any form in violation of the export laws of the United States or any foreign jurisdiction. Customer will defend, indemnify, and hold harmless Company and its suppliers from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

1.5.5   <u>Governmental Agencies</u>. Use of Service and any associated software by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in "Rights in Data - General" at 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7015, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government other than under normal commercial licensing terms and conditions.

1.6   **<u>Security</u>. Customer shall be responsible for the security and proper use of all account codes and pass codes (if any) allocated by XO to allow Customer to use the Service ("User-IDs") and must take all necessary steps to ensure that User IDs are kept confidential, secure, used properly and not disclosed to unauthorized people. Customer shall inform XO, if there is any reason to believe that a User-ID has or is likely to become known to someone not authorized to use it or is being or is likely to be used in an unauthorized way. Customer shall not change or attempt to change a User-ID. If Customer forgets or loses a User-ID Customer shall thereupon inform XO and satisfy such security checks as XO may operate. XO reserves the right to suspend User-ID access to the Service, upon notice (to the extent practicable) to Customer, if at any time XO considers that there is or is likely to be a breach of security. XO also reserves the right to require Customer to change any or all of the pass codes used by Customer in connection with the Service. Customer shall promptly inform XO of any changes to the information the End User supplied when registering for the Service.**

*Note: All Service previously known as "Meet Me" is now known as "Operated Assisted." All Service previously known as "Document Conferencing" is now known as "Web Conferencing." Effective May 1, 2008, Quick Conferencing Web will no longer be offered.

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