



Dynamic IP Service Terms and Conditions

In addition to the general terms and conditions contained in the service agreement between PAETEC and Customer (the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Dynamic IP Service provided to Customer by PAETEC.

1. Dynamic IP Service

A. PAETEC shall provide, and Customer shall accept and pay for, Dynamic IP Service at the rates set forth on the Rate Schedule of the Agreement. Services may be provided to Customer via a dedicated connection from Customer designated sites to PAETEC or through Customer provided Public Internet Access. Dynamic IP Service requires at least one of:

- (1) Dynamic IP Trunks *or*
- (2) Dynamic IP Lines *or*
- (3) Hosted IP Telephony;
 - i. Hosted IP Telephony Basic Feature Pack;
 - ii. Hosted IP Telephony Premium Feature Pack;
 - iii. Hosted IP Telephony Dial Tone.

B. For Dynamic IP Dedicated Services, Customer will require at least one of:

- (1) Dynamic IP T1 Port *or*
- (2) Dynamic IP High Speed Bandwidth Port.

C. Customer may select one or more of the following optional services included in Dynamic IP:

- (1) Dynamic IP Internet;
- (2) Dynamic IP VPN;
- (3) Dynamic IP Compression;
- (4) Dynamic IP Auto Attendant;
- (5) Dynamic IP Attendant Console;
- (6) Dynamic IP Voice Messaging;
- (7) Dynamic IP Conferencing;
- (8) Dynamic IP Call Center/ACD.
- (9) Dynamic IP Virtual Telephone Numbers

In the event Customer orders Dynamic IP Internet or Dynamic IP VPN, Customer's Service shall also be subject to the PAETEC Internet Standard Terms and Conditions and/or the PAETEC VPN Standard Terms and Conditions, as applicable.

D. Prior to Customer receiving Dynamic IP Services, Customer must execute the Important Customer Information Regarding Emergency Services – 911 Policy, which shall be provided separately.

2. Provision of Dynamic IP Dedicated Managed Service

Dynamic IP Dedicated Managed Service provides a data connection between Customer location and the PAETEC network to receive and transmit voice and data via a secure connection. Dynamic IP Service is provided to the Customer utilizing a VPN with QoS connection. Customer shall also be subject to the PAETEC VPN Standard Terms and Conditions when there is any utilization of the Dynamic IP Services through a PAETEC VPN connection.

A. Customer Obligations

- (1) Customer locations must reside within the PAETEC Dynamic IP network footprint. Customer should consult with the PAETEC assigned account team.

- (2) For Hosted IP Telephony, Customer is responsible for management of end-user features and other administrative functions via a PAETEC provided web-portal.
- (3) Customer is responsible for providing a single point of contact for reporting trouble tickets, repair issues, and other questions related to service.
- (4) Customer is responsible for insuring the LAN infrastructure is sufficient for handling all concurrent voice and data traffic. Customer is responsible for installation, maintenance, monitoring, and troubleshooting of LAN network.
- (5) Customer Equipment.
 - (a) For Dynamic IP T1 Port and High Bandwidth Port Service, Customer must provide PAETEC with the ability to remotely access the configuration on appropriate Customer's Equipment in order for PAETEC to fulfill its obligations (as defined in Section B).
 - (b) For Dynamic IP T1 Port and High Bandwidth Port Service, Customer must furnish and maintain a PAETEC approved Router, IAD (integrated access device) and/or Firewall at the Dynamic IP site. Customer should consult with the PAETEC assigned account team.
 - (c) For Customer Equipment at Dynamic IP locations, Customer must maintain a maintenance agreement through PAETEC Integrated Solutions Group, Inc. ("ISG"), a PAETEC affiliate corporation. Cisco equipment is supported via the SMARTnet agreement through ISG. Adtran can be supported via the ACES or via the CPE Maintenance Agreement.
 - (d) For Hosted IP Telephony, Customer must furnish and maintain PAETEC supported end-user telephone equipment. The Cisco equipment may be purchased through ISG, a PAETEC affiliate corporation. Customer should consult with PAETEC assigned account team.
- (6) Software and Applications. Customer shall be responsible for installing, supporting, and maintaining applications that utilize the Dynamic IP Managed Service. In the event PAETEC provides assistance to Customer, at Customer's request, regarding these applications, Customer agrees to pay PAETEC for such services on a time and materials basis.
- (7) Customer acknowledges that PAETEC shall not be liable for CPE that is not purchased and maintained through PAETEC, which includes credits associated with service interruptions caused by the Customer owned CPE.
- (8) Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to:
 - (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the PAETEC Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means;
 - (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or
 - (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location.
- (9) Customer agrees to indemnify and hold PAETEC harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using PAETEC's dynamic IP service.

B. PAETEC Obligations

- (1) For Dedicated Customer applications, PAETEC shall provide the following maintenance services as part of the VPN Managed Service on the Customer equipment at Dynamic IP location. PAETEC will not provide the following services for any Remote Users (defined in Section 3).
 - (a) Reload/install software as deemed necessary by PAETEC
 - (b) Reconfigure LAN interface per Customer requests

(c) Reconfigure WAN interface per Customer requests

(d) Reconfigure existing software-based services including:

- Access Lists
- Network Address Translation (NAT)
- Port Address Translation (PAT)
- Security services (software-based)
- Firewall services (software-based)
- DHCP Server service (software-based)
- Secondary Interfaces

(e) Add new software-based services including:

- Network Address Translation (NAT)
- Port Address Translation (PAT)
- Security services (software-based access lists)
- Firewall services (software-based) (provided that existing software supports firewall)
- DHCP Server service (software-based)
- Secondary Interfaces

(f) Test all configuration changes and additional services as required

(2) For Hosted IP Telephony, PAETEC will provide Customer web-portal access to control, configure, and administer voice features and applications, including move, add and change capability.

(3) Router Access Rights. PAETEC is responsible for the Configuration, IOS updates (when PAETEC deems it necessary for an upgrade), and security configuration of the CPE gear. The Customer will not be allowed access to the router configuration from either VTY Access, Console connection or Auxiliary connectivity. Unauthorized access to the router without PAETEC's permission is in violation of the Managed Router Configuration agreement.

(a) Customer can obtain Read-only SNMP and Syslog information from the router.

(i) SNMP information will include alarms for:

- Up/down interface
- Environmental and CPU processing

(ii) Syslog information will include:

- All configuration log error messages.

Note: the Customer must provide PAETEC with a server IP Address to pass on the information to as well as the SNMP read-only community string. The server must reside on the Customer LAN and not traverse the Internet (this is for security reasons). If for any reason the router has been tampered with, the CPE will be taken off of Managed Services and treated as a billable account for any changes.

(b) You must have explicit written permission from PAETEC to access or configure the router. All activities performed on the router may be logged, and violations of this policy may result in disciplinary action, and may be reported to law enforcement. There is no right to privacy on this device. "Unauthorized access" is defined above. Customer agrees to defend and hold harmless PAETEC from any unauthorized access of the network device.

(4) For Hosted IP Telephony Services, check status and troubleshoot IP phones as applicable. PAETEC will provide on-site testing of Dynamic IP Service, as needed, for issues not related to the Customer LAN infrastructure.

3. Provision of Dynamic IP Dedicated Unmanaged Service

Dynamic IP Dedicated Unmanaged Service provides a data connection between Customer location and the PAETEC network to receive and transmit voice and data via a secure connection. Dynamic IP Service is provided to the Customer utilizing a VPN with QoS connection.

A. Customer Obligations

- (1) Customer locations must reside within the PAETEC Dynamic IP network footprint. Customer should consult with the PAETEC assigned account team.
- (2) Customer Equipment.
 - (a) Customer will be responsible for maintaining its own router and router configuration on the premise.
 - (b) For Hosted IP Telephony, Customer will furnish and maintain supported end-user telephone equipment. Customer should consult with PAETEC assigned account team.
 - (c) Customer will be responsible for maintaining any IP telephony equipment and IP Telephony Equipment configuration on the premise.
- (3) For Hosted IP Telephony, Customer is responsible for management of end-user features and other administrative functions via a PAETEC provided web-portal.
- (4) Customer is responsible for providing a single point of contact for reporting trouble tickets, repair issues, and other questions related to service.
- (5) Customer is responsible for insuring the LAN infrastructure is sufficient for handling all concurrent voice and data traffic. Customer is responsible for installation, maintenance, monitoring, and troubleshooting of LAN network.
- (6) Software and Applications. Customer shall be responsible for installing, supporting, and maintaining applications that utilize the Dynamic IP Unmanaged Service (e.g., Softphone client). In the event PAETEC provides assistance to Customer, at Customer's request, regarding these applications, Customer agrees to pay PAETEC for such services on a time and materials basis.
- (7) Customer acknowledges that PAETEC is not liable for CPE that is not purchased and maintained through PAETEC, which includes credits associated with service interruptions caused by the Customer owned CPE.
- (8) Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to:
 - (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the PAETEC Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means;
 - (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or
 - (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location.
- (9) Customer agrees to indemnify and hold PAETEC harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using PAETEC's dynamic IP service.

B. PAETEC Obligations

- (1) PAETEC shall be responsible for ordering, provisioning and installing the Dynamic IP network, including the local loop. The Customer shall call into PAETEC Customer Service to initiate standard trouble shooting procedures.
- (2) Network Operations Center will:
 - (a) Loop the NIU, (Network Interface Unit) or local loop. If the T-1 facility, (local loop), requires maintenance, PAETEC will refer the trouble to the LEC, (Local Exchange Carrier).
 - (b) Loop up the CSU (Channel Service Unit). If PAETEC determines that the Customer CSU requires maintenance, PAETEC shall advise the Customer to refer the trouble to their vendor.

(c) Check status on PAETEC's network aggregate router. Once it has been determined that the PAETEC network and/or the local loop is not the source of the problem, the Customer will be advised to contact their vendor if applicable. If the Customer requires additional support after it has been determined that the source of the problem does not reside within the PAETEC network and/or the local loop, the Customer will be given the option to continue to work with PAETEC technical support for a fee or to work directly with their vendor, if applicable.

4. Provision of Dynamic IP over Public Internet Service

Customer has the option to access Dynamic IP Service via another provider's public Internet connection. Customer acknowledges that service quality is dependant on the performance and availability of another provider's network. PAETEC cannot guarantee the security of this network interconnection.

A. Customer Obligations:

- (1) Customer locations must reside within the PAETEC Dynamic IP network footprint. Customer should consult with the PAETEC assigned account team.
- (2) Customer is responsible for ordering, provisioning, and installing the Public Internet connection to be used for Dynamic IP Service.
- (3) Customer is responsible for all management of the all aspects of Public Internet connection used to be used for Dynamic IP Service. This includes working directly with their Internet provider directly to resolve all service issues.
- (4) Customer Equipment.
 - (a) Customer will be responsible for maintaining its own router and router configuration on the premise.
 - (b) For Hosted IP Telephony, Customer will furnish and maintain supported end-user telephone equipment. Customer should consult with PAETEC assigned account team.
 - (c) Customer will be responsible for maintaining any IP telephony equipment and IP Telephony equipment configuration on the premise.
 - (d) Customer will establish its own security measures (e.g. firewalls or antivirus schemes) for use of Public Internet Connection.
- (5) For Hosted IP Telephony, Customer is responsible for management of end-user features and other administrative functions via a PAETEC provided web-portal.
- (6) Customer is responsible for providing a single point of contact for reporting trouble tickets, repair issues, and other questions related to service.
- (7) Customer is responsible for insuring the LAN infrastructure is sufficient for handling voice traffic. Customer is responsible for install, maintenance, monitoring, and troubleshooting of LAN network.
- (8) Software and Applications. Customer shall be responsible for installing, supporting, and maintaining applications that utilize the Dynamic IP Unmanaged Service (e.g., Softphone client). In the event PAETEC provides assistance to Customer, at Customer's request, regarding these applications, Customer agrees to pay PAETEC for such services on a time and materials basis.
- (9) Customer acknowledges that PAETEC is not liable for CPE that is not purchased and maintained through PAETEC, which includes credits associated with service interruptions caused by the Customer owned CPE.
- (10) Customer represents and warranties that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to:
 - (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the PAETEC Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means;
 - (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or

(c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location.

(11) Customer agrees to indemnify and hold PAETEC harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using PAETEC's dynamic IP service.

B. PAETEC Obligations:

(1) For Hosted IP Telephony, PAETEC will provide Customer web-portal access to control, configure, and administer voice features and applications, including move, add, change, and delete capability.

5. Billing and Payment

(a) The rates and charges for the Dynamic IP Service are set forth in the Rate Schedule to the Agreement. Additional On-Net locations may be added at any time during the Term of the Agreement at the rates set forth in the Rate Schedule. Off-Net locations shall be priced subject to availability on an ICB basis.

(b) Billing shall commence as each on-net or off-net site is turned-up on the Dynamic IP Service.

6. Equipment Installation and Configuration Charges

(a) Equipment includes all devices necessary to support Dynamic IP Service. Including but not limited to:

- (i) Routers;
- (ii) IAD's;
- (iii) IP phones;
- (iv) IP telephony systems.

(b) Initial Configuration, Installation and Maintenance

- (i) PAETEC Provided Equipment – As per the ISG Order Form
- (ii) Non-PAETEC provided and Supported Equipment - \$175 per hour, with a 2-hour (\$350) minimum.

(c) If on-site installation is required the minimum is 8 hours.

(d) PAETEC shall charge \$99.00 per hour, with a minimum of two hours for trouble resolution that does not require a dispatch.

(e) PAETEC shall charge \$99.00 per hour, with a minimum of two hours for trouble resolution that is related to Customer LAN.

7. Acceptable Uses

(a) Customer agrees to adhere at all times to the PAETEC Acceptable Use Policy (the "AUP"); as such AUP may be modified by PAETEC from time to time. The current AUP is available for review at <http://www.paetec.com/notice/AUP.pdf>. PAETEC has the right to modify its AUP at any time without prior notice to Customer. Customer is responsible for monitoring the website at <http://www.paetec.com/notice/AUP.pdf> for changes to the AUP. Customer shall be bound by such modified AUP.

(b) Customer shall be responsible for enforcing the AUP for any third parties (including its customers or end users) that access the Internet through Customer's use of the PAETEC Dynamic IP Service. Customer shall defend and indemnify PAETEC with respect to all claims related to Customer's or any such third parties' use of the Internet service in violation of the then-current AUP.

(c) PAETEC has the right to immediately and without regard to any cure periods that may be set forth elsewhere in the Agreement, suspend and/or terminate the Dynamic IP Service to Customer, or to take any other action that PAETEC determines, in its sole discretion, is appropriate in response to Customer's, or Customer's end user's or any other customers of Customer failure to comply with the requirements of PAETEC's then-current AUP.

(d) Customer and its customers and end users are responsible for the security of their own networks and machines. PAETEC assumes no responsibility or liability for failures or breach of protective measures on Customer's network, whether implied or actual, even in

the event that the security measures have been installed or configured by PAETEC. Security problems on Customer's systems that affect the PAETEC network or cause any system abuse or any other violations of the AUP may result in suspension of the Dynamic IP Service or account access by PAETEC. Customer shall solely be responsible for addressing problems on Customer's network escalated to PAETEC for resolution that involves compromise of Customer's security.

(e) Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At PAETEC's request, Customer shall sign written assurances and other export-related documents as may be required for PAETEC to comply with U.S. export regulations.

8. Maintenance

PAETEC periodically performs maintenance on its network. In some cases, a maintenance window may result in a temporary service interruption to PAETEC customers. PAETEC will use all reasonable efforts to provide notification of the network maintenance on the PAETEC website at <http://www.paetec.com>. The customer must log in with their Username and Password. The network maintenance schedule is located within: Network Data Network Maintenance Schedule. Customers have the option to receive notification of a network maintenance window via email by subscribing to a mailing list at the PAETEC website listed in the foregoing sentence. The capability to subscribe to the mailing list is provided for customers who would prefer to receive an email regarding a maintenance window versus checking the PAETEC website. (Customers also have an option to unsubscribe to the mailing list at the PAETEC website.) A description of the various types of network maintenance classifications is set forth below. Each maintenance description specifies when notification will be provided prior to the start time of the scheduled maintenance. Maintenance notification will include a list of the cities affected, a description of the maintenance, and the duration of the maintenance window. The maintenance window for backbone devices is between midnight and 6:00 a.m., local time zone at the affected sites. Customer acknowledges that PAETEC shall not be liable for service interruptions that may occur due to maintenance activity as described herein or for failure to provide advance notice of the maintenance on PAETEC's website or in an email to subscribers to the email maintenance list.

Maintenance Classifications:

Normal Scheduled Maintenance - Normal Scheduled Maintenance is defined as maintenance that will enhance the reliability of the network. This includes, but is not limited to upgrading code, reloading routers, and adding new equipment. Notification for this type of maintenance will be provided 72 hours prior to the start of a Normal Scheduled Maintenance window.

Urgent Scheduled Maintenance - Urgent Scheduled Maintenance is defined as maintenance that is performed when the potential for router or network failure exists without the scheduled maintenance. This includes, but is not limited to hardware and software upgrades, and router debugging. Notification for this type of maintenance will be provided 48-72 hours prior to the start of an Urgent Scheduled Maintenance window.

Emergency Maintenance - Emergency Maintenance is performed when catastrophic events have occurred on the network. This is limited to maintenance necessary to correct the event that occurred during an unplanned outage. Notification for this type of maintenance will be provided on a best effort basis.