



**PAETEC ISG
Purchase Order Agreement**

1. **Scope.** This Purchase Order Agreement (Agreement or Order) applies to all of the Products you have ordered from PAETEC as listed above. Additional Terms and Conditions applicable to the Products you have ordered are provided at <http://www.paetec.com/about-us/notice/isg.html> and are incorporated into and form a binding part of this Agreement.

2. **Price.** Customer agrees to pay in full all amounts due hereunder within thirty (30) days of the invoice date. Late Payment Charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less. Customer agrees to pay all reasonable costs and expenses, including but not limited to, reasonable attorney fees, expenses, court costs and service charges, incurred by PAETEC in collecting any late payment. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees, or restocking charges, or any applicable sales, use, value added or privilege tax imposed on the sale or use of the Products ordered from PAETEC, all of which may be additionally invoiced to Customer. If Customer has provided PAETEC with a valid exemption certificate, PAETEC shall not invoice Customer for any applicable federal or state sales, use, value added or privileged tax. Exemption certificates not supplied in advance of the Customer Order will result in PAETEC invoicing Customer for the applicable taxes and transferring payment to the appropriate taxing authority. Tax Exemption certificates and updates may be sent to: PAETEC ISG, 6000 Irwin Road, Mount Laurel, NJ 08056.

3. **Cancellation Policy.** The PAETEC Return Merchandise Agreement policy is provided at <http://www.paetec.com/about-us/notice/isg.html> and incorporated into and forms a binding part of this Agreement.

4. **Title; Risk of Loss and Security Interest.** Title to equipment ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until PAETEC receives the full invoiced amount due hereunder from Customer, Customer grants to PAETEC a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support PAETEC in the perfection of such security interest. Risk of loss or damage to the equipment ordered by Customer shall pass from PAETEC to Customer upon initial delivery by PAETEC or its suppliers to the delivery carrier ("FOB origin"). Unless Customer requests a different mode of transport, PAETEC will normally ship all Products to Customer by surface freight. Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. PAETEC shall use commercially reasonable efforts to meet Customer's requested delivery dates, but PAETEC does not guarantee delivery dates. Customer shall be solely responsible to coordinate all delivery arrangement required to comply with project schedule dates.

5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products ordered from PAETEC.

Customer is solely responsible for correcting any hazardous conditions that may adversely affect PAETEC personnel or the Products. PAETEC shall use commercially reasonable efforts to begin equipment delivery prior to the Scheduled Installation Date as set forth above. If PAETEC is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND PAETEC SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO PAETEC FOR THE PRODUCTS. In such an event, PAETEC shall pay all applicable shipping charges to have the equipment returned to PAETEC. If Customer is unable or unwilling to schedule or accept delivery or installation on the date PAETEC tenders delivery or installation, PAETEC shall have the right to initiate billing for the amounts due hereunder as of the date delivery or installation was tendered. Product prices and service charges are subject to change at PAETEC's sole discretion if Customer delays delivery or installation by more than thirty (30) days.

6. Installation and Configuration. If applicable, PAETEC will provide installation and configuration services purchased by the Customer as described in the Order listed above.

7. WARRANTIES/DISCLAIMER. NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAETEC DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY PAETEC. PAETEC WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES PAETEC IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT PAETEC WILL REPERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

8. LIMITATION OF LIABILITY. EXCEPT AS PROVIDED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF PAETEC, ITS AFFILIATES, SUBSIDIARIES AND SUPPLIERS FOR ANY CLAIMS, LOSSES OR DAMAGES OF WHATEVER NATURE (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) SHALL NOT EXCEED THE LESSER OF: (A) THE SPECIFIC

REMEDY, IF ANY, PROVIDED IN THIS AGREEMENT OR (B) IF THIS AGREEMENT DOES NOT PROVIDE A SPECIFIC REMEDY, THE DIRECT PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONEY PAID BY CUSTOMER TO PAETEC FOR THE EQUIPMENT THAT DIRECTLY GIVES RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR PERSONAL INJURY PROVEN TO HAVE BEEN DIRECTLY CAUSED BY PAETEC'S SOLE NEGLIGENCE, PAETEC'S LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO THE PERSON. IN NO EVENT SHALL PAETEC OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS OR LOST OR DAMAGED DATA, OR FOR CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE EQUIPMENT ("TOLL FRAUD"), OR FOR ANY SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PAETEC PROVIDES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHERMORE, IN THE EVENT SERVICES OR ANY SERVICES ARE PROVIDED TO CUSTOMER FREE OF CHARGE, PAETEC'S TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED US\$5.00 OR ITS EQUIVALENT IN LOCAL CURRENCY. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN THE EVENT OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT.

9. **Miscellaneous.** PAETEC and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any equipment and services as listed on the PAETEC Order. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the equipment or service are hereby rejected and shall have no legal effect. This Agreement is the entire agreement between the parties with respect to all equipment and services ordered from PAETEC and supersedes all prior agreements, proposals or understandings, whether written or oral. This agreement may not be amended except by subsequent written agreement signed by authorized representatives of both parties. The construction, interpretation and performance of this agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Neither PAETEC nor the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. If any provision of this agreement is declared invalid, the remaining provisions will remain in force. Modifications. Customer agrees that PAETEC may amend without notice the additional Terms and Conditions and documents posted at www.paetec.com/notice/terms.html, and such modifications will be binding on the Customer and effective upon posting.

10. Return Policy. When Customer is required to return any Product to PAETEC for warranty service, Customer agrees to obtain PAETEC's concurrence prior to returning any Product for repair or replacement and must reference any return material authorization number (RMA) issued by PAETEC on documentation accompanying such returned Product. Customer further agrees to ship the item prepaid and suitably packaged to a location designated by PAETEC. PAETEC will return to the Customer any repaired or replaced Products at PAETEC's expense. PAETEC is responsible for loss of, or damage to, Customer's Product while it is a) in PAETEC's possession or b) in transit back to Customer. Any returned Product becomes PAETEC's property and, subject to PAETEC's receipt of the exchanged Product, its replacement becomes Customer's property. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by PAETEC. The warranty period for any Product described above shall be the remaining Product warranty period, if any, issued by applicable equipment manufacturer. Customer agrees to ensure that any returned Product is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Products are genuine and unaltered. Additional terms and conditions of the PAETEC Return Merchandise policy are provided at <http://www.paetec.com/about-us/notice/isg.html> and form a binding part of this Agreement.

11. Time and Materials. Customer acknowledges that all Time and Material cost quotes in this Agreement are estimates. PAETEC will invoice and Customer agrees to pay PAETEC for all actual time and materials incurred to install the Products ordered by the Customer. Current PAETEC time and material rates are provided at <http://www.paetec.com/about-us/notice/isg.html> and form a binding part of this Agreement.

12. Required Purchase Information. PAETEC shall not process any Purchase Order Agreement without the Customer's signature below verifying the transaction type of the Products ordered from PAETEC:

Cash Purchase: _____

EFS Lease: _____

Direct Lease: _____

Any Purchase Order Agreement involving either an EFS Lease or a Direct Lease requires Customer to execute a separate Lease Agreement and provide to PAETEC the valid credit and order confirmation from the Customer's leasing organization.

Any Purchase Order Agreement involving a cash purchase transaction is subject to credit verification before the Customer's Order can be processed.

The parties have caused this Agreement to be executed by their respective duly authorized representatives.

Customer

PAETEC Integrated Solutions Group, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____