



PAETEC ISG Rental Order Agreement Additional Terms and Conditions

1. 911 Liability Limitation and Waiver. Customer acknowledges that in the case of emergency, the location of the calling party is critical to the safety and security of occupants at Customer's premise. Voice over Internet Protocol (VoIP) equipment ordered by Customer from PAETEC, which is acting as merely a Reseller of such Equipment, may not permit the Public Safety Answering Point ("PSAP") to identify Customer's location for the purpose of dispatching emergency services when someone dials 9-1-1. The inability of a PSAP to identify Customer's location may result in emergency services such as, but not limited to, police, fire and ambulance services being unable to locate and reach Customer's location in an emergency situation (hereinafter referred to as "911 issues").

In addition to the general Limitation of Liability in this Agreement, Customer expressly waives any and all liability against PAETEC and its employees, officers, directors, attorneys, representatives, predecessors, successors, assigns, parent companies, subsidiaries, owners, and affiliates related in any way to 911/E911 issues. Customer understands and agrees that additional limitations of liability provisions may apply under the relevant PAETEC tariffs. Customer assumes full responsibility for the routing of emergency service calls and hereby agrees to indemnify and hold PAETEC, and its personnel, officers, employees, directors, agents, and affiliates, harmless against all suits, liabilities, damages, penalties and the like, relating to or arising from, injuries, death, and/or property damage from any improper routing of 911, 9-911 or other emergency services calls that originate from Customer's location(s).

2. PAETEC Services.

(a) PAETEC's ability to deliver the Products and Services ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.

(b) Services for new installations. Customer is required within two (2) Business Days (defined as Monday through Friday, excluding any PAETEC-recognized holidays) to execute and return to PAETEC the Letter of Acceptance confirming the Products have been fully installed. Failure to timely return such Letter of Acceptance shall constitute Acceptance. Upon Acceptance, Customer has until 5 pm Eastern Time of the fifth (5th) Business Day to timely report any system malfunctions. If such malfunction is timely reported, PAETEC will provide the necessary, corrective action free of charge, provided such malfunction is solely caused by acts performed by PAETEC or its representative. If such malfunction is caused for any other reason, Customer shall be solely liable for all corrective services performed by PAETEC and invoiced to Customer. If any malfunction is not timely reported, regardless of its cause, Customer agrees to pay PAETEC the existing time and material rates for all necessary, corrective action.

(c) Upon completion of any Service performed by PAETEC, Customer has until 5pm Eastern Time on the second (2nd) Business Day following the date the Service was completed in order to re-open the Service request and not incur additional service-related charges invoiced by PAETEC.

(d) **Services Rates and Minimum Increments.** For remote Service performed by a technician over the telephone, Customer acknowledges and agrees to pay PAETEC a \$100.00 hourly rate with a minimum service increment of 30 minutes. For dispatch Service performed by a technician at the Customer’s premise, Customer acknowledges and agrees to pay PAETEC a \$125 hourly rate with a minimum service increment of two (2) hours. For remote Service performed by an engineer over the telephone, Customer acknowledges and agrees to pay PAETEC a \$180.00 hourly rate with a minimum service increment of 30 minutes. For dispatch Service performed by an engineer at the Customer’s premise, Customer acknowledges and agrees to pay PAETEC a \$125 hourly rate with a minimum service increment of two (2) hours. For any Over-Time Service performed during non-standard work hours (defined as Monday through Friday 8 am local time to 5 pm local time), Customer agrees to pay PAETEC 1.5 times the current PAETEC hourly rate listed above and be liable for the same minimum service increments in effect. The determination of whether a Technician or an Engineer must provide the Service is exclusively mandated by the manufacturer of the Product ordered by the Customer.

<u>Type</u>	<u>Hourly Rate</u>	<u>Minimum</u>	<u>Increment</u>
<u>Technician - remote</u>	<u>\$ 100.00</u>	<u>:30 minutes</u>	<u>:30 minutes</u>
<u>Technician - dispatch</u>	<u>\$ 125.00</u>	<u>2 hour</u>	<u>1 hour</u>
<u>Engineer - remote</u>	<u>\$ 180.00</u>	<u>:30 minutes</u>	<u>:30 minutes</u>
<u>Engineer - dispatch</u>	<u>\$ 180.00</u>	<u>2 hour</u>	<u>1 hour</u>

3. Customer acknowledges and agrees that PAETEC shall utilize Customer’s existing cables and jacks unless both parties otherwise agree. If PAETEC is required to perform work on Customer’s existing cables and jacks in order to accommodate the equipment ordered by the Customer, Customer agrees to pay PAETEC on a commercially reasonable time and material basis based on the rates listed above in Section 2(d) after notifying Customer and obtaining Customer’s permission.

4. PAETEC recommends that Customer obtain a Network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that PAETEC is expressly not liable for any voice quality issues if Customer failed to have performed a Network assessment from a qualified provider.

5. Customer agrees that PAETEC will support all off net, home or “road warrior” VoIP access to voice CPE on a time and materials basis based on the rates listed above in Section 2(d) due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. PAETEC simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.

6. **Term.** The term for the Products that you rented shall commence on the date the Products are shipped to Customer and shall continue thereafter for the number of months set forth in the Rental Order Agreement (“Product Rental Term”). After expiration of the initial Product Rental Term, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Product Rental Term, unless either Party serves the other Party with written notice of such Party’s intent not to renew the Agreement at least thirty (30) days prior to expiration of the then current Product Rental Term. Customer agrees, at its sole expense, to provide the proper environment and electrical and telecommunications connections for all of the Products. Customer is solely responsible for correcting any hazardous conditions that may

adversely affect PAETEC personnel or the Products. 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 was tendered. Customer shall be solely responsible for the return of Product to PAETEC, upon expiration or termination of the Agreement, in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by PAETEC. Customer shall remain obligated to fulfill the remainder of the applicable Agreement notwithstanding the early termination of the Agreement.

7. Use of Products. Customer agrees that this Agreement shall not grant Customer any property rights in any of the Products. Customer shall use the Products solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. PAETEC shall be entitled to inspect the Products at reasonable times. PAETEC may require markings to be affixed to the Products. Customer shall keep the Products free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of PAETEC, Customer shall not assign, lend, pledge, transfer, or sublease the Products, permit to exist any security interest, lien or encumbrance with respect to any of the Products; or cause or permit any of the Products to be moved from the location specified in the Agreement. Customer shall bear the risk of any loss, theft, damage or destruction to the Products during the Term. Customer shall obtain and maintain at its own expense insurance against the loss of or damage to such Product, including, without limitation, loss by fire or other casualty. Customer acknowledges that PAETEC may lease the Products from, or pledge any or all of its rights in the Products to any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Products, including releasing the Products to Lessor upon written request. Customer hereby irrevocably authorizes PAETEC and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain PAETEC's and/or Lessor's interest in the Products.

8. Maintenance Services. PAETEC may provide routine diagnostic and maintenance services (the "Services") on the Products, as follows:

(a) In the event that Customer is experiencing a problem with the Products, Customer shall be required to call PAETEC Customer Service at 1.800.211.9320 and open a trouble ticket. PAETEC shall respond to Customer's request via telephone or email within four (4) business hours. Customer shall be required to provide a telephone line plus modem at the location where the Products are housed to enable PAETEC to provide remote support. If the problem cannot be identified and resolved per the terms of this Section via remote support, PAETEC will dispatch a technician or Project Engineer to the Customer's location during normal business hours at the times and rates listed above.

(b) PAETEC shall use all commercially reasonable efforts to identify and correct the problem with the Products. The Service does not include upgrading software versions or fixing or arranging to have equipment fixed. If the Products cannot be fixed and none of the exclusions in subsection (e) below apply, PAETEC shall replace the defective equipment with either new or reconditioned equipment.

(c) PAETEC WARRANTS THAT THE SERVICES TO BE PROVIDED UNDER THIS SCHEDULE WILL BE PERFORMED IN A TIMELY AND WORKMANLIKE MANNER, USING ONLY QUALIFIED TECHNICIANS FAMILIAR WITH THE PRODUCTS AND ITS OPERATION. PAETEC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH

RESPECT TO THIS MAINTENANCE SERVICES SUBSECTION OR THE MATERIALS OR SERVICES CONTEMPLATED HEREUNDER. PAETEC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS.

(d) Services may be provided by a PAETEC affiliate or subcontractor selected by PAETEC at its sole discretion.

(e) If persons other than those employed by PAETEC shall repair, modify or perform any maintenance service on any Product, or if Customer fails to maintain the Products in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further maintenance services by PAETEC are required to restore the Products to good operating condition or the Products needs to be replaced, such further maintenance services or replacement Product charges shall be billed to Customer at PAETEC's then current time and materials rate. Note: Products must be in operation at the same location as the service address for network Services. Customer must notify PAETEC in the event that Customer re-locates the Products to another facility. PAETEC shall use reasonable efforts to provide the Services at the new location, but has the right to terminate such Service without liability if the Products are relocated to a facility outside of the PAETEC serving area.

(f) PAETEC may perform scheduled network maintenance during a maintenance window of 12:00 a.m. CST to 6:00 a.m. CST. PAETEC may also perform unscheduled network maintenance that may result in a brief service interruption. PAETEC will give advance notification of unscheduled interruptions whenever reasonably possible. Notwithstanding anything to the contrary, Customer acknowledges and agrees that PAETEC shall not be liable in any way for any damages resulting from an unscheduled Service interruption.