



**PAETEC ISG
Rental Order Agreement**

1. **Scope.** This Rental Order Agreement (Agreement or Order) applies to all of the Products you have rented from PAETEC as listed above. Additional Terms and Conditions applicable to the Products you have rented 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 rental 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: 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.** PAETEC retains rights, title and interest in and to the Products you have rented from PAETEC. Customer is strictly prohibited from encumbering in any way or granting any interest in the PAETEC Products to any third party.

5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products rented 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 ACCEPT THE RETURN FROM CUSTOMERS OF ALL RENTED PRODUCTS.

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 ANY EQUIPMENT (MANUFACTURED BY EITHER ALLWORX OR ANY NON-ALLWORX COMPANY) RENTED FROM 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 RE-PERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY, IF ANY, DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSVIE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARANTEIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTED EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCANTABILITY 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 RENTED 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. **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.

10. **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.

11. 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.

12. Miscellaneous. PAETEC and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any rental equipment 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 rented 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.

13. 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. 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.

14. 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 and rented by the Customer

from PAETEC. 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.

15. End of Term Options. At the end of this Agreement, Customer has several options. Customer can return the equipment, upgrade the equipment with the most current technology at current PAETEC rates, renew the rental Agreement at a renegotiated rate, or purchase the equipment at its then current fair market value. The fair market value is the price of the equipment as determined by commercially reasonable means at the end of this rental Agreement.