



## OPERATOR SERVICES

1. **DESCRIPTION.** PAETEC shall provide Customer with the Services described in the Service description, amended or supplemented by PAETEC from time to time (“Services”).
  - (A) **Live Operator Handled Calls.** PAETEC shall provide the following live operator handled calls by call type:
    - (1) Collect. Customer’s subscriber, either orally or through a mechanical data entry system, requests a per call billing arrangement where the called party accepts responsibility for payment of the call.
    - (2) Third Number Billing. Customer’s subscriber requests a per call billing arrangement where a third party number, not the calling or called party number, accepts responsibility for payment of the call.
    - (3) Calling Card. Customer’s subscriber, either orally or through a mechanical data entry system, bills the call to a line numbered or non-line numbered credit card.
    - (4) Sent Paid. Customer’s subscriber bills the call to the calling number and billing is accepted based on information digit screening which does not currently access any database information to validate creditworthiness or guarantee payment for the call.
    - (5) Person to Person. Customer’s subscriber requests that the call be completed only to a specifically named called person rather than station-to-station.
    - (6) Miscellaneous. Calls by Customer’s subscribers include, but are not limited to, attempted calls, calls for general information, calls for dialing instructions, customer hang-ups, jurisdictional call screening, and calls completed to emergency agencies.
  - (B) **Automated Operator Handled Calls.** PAETEC shall accept on behalf of Customer’s subscriber automated calling cards, collect calls, and other call types as requested by Customer.
2. **COMMISSIONS.** Customer shall be provided up to three rate plans for Customer’s end user costs (Rate Plan #1, Rate Plan #2, Plan #3 stated below). Based upon the rate plan chosen by Customer, Customer shall be subject to the corresponding Commission Plan, as set forth in the Commission rate plans. All commissions shall be paid to Customer monthly in arrears on or before day 30 following the last day of each calendar quarter. Commissions will not be sent until the cumulative commissions earned exceed \$10.00. Rate plans provided to Customer are subject to applicable FCC and State PUC regulation. Any reduction in such rates shall result in a similar reduction in the commission to Customer during the term of this Agreement. PAETEC shall provide notice to Customer when such rate change occurs.
3. **SERVICE LEVEL OBJECTIVES.**
  - (A) **Warranty.** PAETEC warrants that during the term of this Agreement it shall provide the Services in accordance with the Service Description. PAETEC does not warrant the creditworthiness of the calling or called party, third party billing, cardholder nor does it guarantee payment for services rendered to the billing entity or to any fraudulent or unauthorized user validating through the use of any Services provided under this Agreement. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
  - (B) **Customer Use of Services.** Customer agrees to use the Services in accordance with the terms of the Service Description and further agrees to provide PAETEC with the data requested by PAETEC to enable it to furnish the Services. Services rendered by PAETEC shall not be used for any unlawful purpose
  - (C) **Service Availability and Response.** Services shall be available on a 24 hour, seven days per week basis. Operators shall respond to all incoming calls reaching a PAETEC operator, on average, within five seconds. The average is determined daily using the prior 30 days answering times. If in any month the monthly call volumes exceed the Quarterly Projection by more than five percent, PAETEC shall not be required to meet the five second answer time for that month.

#### 4. SERVICE SPECIFIC TERMS AND CONDITIONS.

(A) **Forecasts.** Customer shall prepare and provide to PAETEC 45 days prior to a calendar quarter, in a format approved by PAETEC, a written quarterly projection of monthly call volumes by type of call and the number of properties that will use the Services ("Quarterly Projection"). In the event that Customer engages in a new promotion or event that Customer reasonably anticipates may increase by 10% percent or more the volume of Customer's live operator handled calls received by PAETEC, Customer shall provide PAETEC with at least thirty 30 days prior written notice of such event. Failure to provide the notice will excuse PAETEC from meeting the five second answer time provided in Section 4(c) for the quarter following the promotion.

(B) **Service to a Location.** PAETEC shall use commercially reasonable efforts to provide Services to a Customer-requested location within five working days of receipt of a written order form, a diskette, or upload via a bulletin board ("DOSS") or EOP Property Information Form ("EOP"). Title to all Services, facilities, equipment and software furnished by PAETEC shall remain vested exclusively in PAETEC, its agents, suppliers and contractors. Customer shall execute, at PAETEC's request, any document PAETEC deems reasonably necessary to protect PAETEC's interest in the Services, facilities, equipment and software. All Customer's lists shall remain the property of Customer, and PAETEC's employees shall not copy, divulge, sell, transfer, or give such information to any other party without express written approval of Customer, except that PAETEC need not obtain such approval in order to provide the Services.

#### (C) Termination.

(i) In addition to the termination provision set forth in the Agreement, either party may terminate Operator Services provided hereunder without liability at any time upon reasonable prior written notice if litigation or proceedings are instituted challenging or arising out of the provision or operations of the Services or any Federal, State or Local law, regulation or ruling is adopted or issued affecting such operations including without limitation any ruling of the Federal Communications Commission or State regulatory agency barring such operations or limiting them so as to render continuation of this Agreement or the provision of Service in any jurisdiction inadvisable or impracticable, but only as to such areas as are affected thereby.

(ii) In the event this Agreement is terminated, PAETEC will use commercially reasonable efforts for 30 days after the effective date of the termination to assist the Customer with the migration of its subscribers to another service provider.

(D) **Message Attempt Records.** PAETEC shall notify Customer within three working days of discovery of the loss of any centralized message detail or exchange message recording tapes ("EMR"). Where EMR is irretrievably lost or damaged, PAETEC shall not charge Customer for lost or damaged EMR, except to the extent any loss or damage is caused, directly or indirectly, by any act or omission of Customer or Customer's employees, agents, subscribers, licensees, or representatives. PAETEC does make and will provide backup EMR and will retain the backup until the Customer has received and read the primary EMR.

(E) **Communication Equipment.** Customer shall obtain, at its expense, necessary fiber optics or other inter-exchange communications lines, and all necessary equipment and software, to permit PAETEC to interface its hardware and software systems with Customer's communication network and all other communications services necessary for PAETEC to communicate with Customer and its customers. Customer shall arrange for such communication lines to interface PAETEC's switch locations or gateway locations as set forth in Services Description stated in Section 1 above.

(F) **Regulatory Approvals.** Performance under this Agreement is subject to any regulatory approvals or consents, which, in the reasonable judgment of PAETEC, are required in any state or other jurisdiction in connection with the provision of the Services and facilities hereunder. Customer represents that it has secured or will secure as soon as required all regulatory approvals or consents required in the conduct of the business in connection with which PAETEC will provide Services and facilities pursuant to this Agreement. Customer agrees to obtain, at its expense, any further regulatory approvals or consents required in any state or other jurisdiction in connection with Customer's use or provision of the Services and facilities hereunder.

5. **SERVICE SUSPENSION AND MAINTENANCE.** 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. Any PAETEC liability resulting from an unscheduled Service interruption will be determined in accordance with the governing Agreement.

### PAETEC OPERATOR SERVICES COMMISSION FOR RATE PLAN #1

The total monthly revenue of premises owner or agent subject to a commission shall determine the applicable commission rate for that month as specified in the following commission schedule. The percentage rate will be applied to the total monthly revenue subject to commission to determine the commission for the particular month.

| <b>TERM</b>        |             |             |            |
|--------------------|-------------|-------------|------------|
| <b>Revenue</b>     | <b>1 yr</b> | <b>2 yr</b> | <b>3yr</b> |
| \$ 0 - 200         | 20%         | 21%         | 22%        |
| \$ 201 - 1500      | 23%         | 24%         | 25%        |
| \$ 1,501 – 3,500   | 26%         | 27%         | 28%        |
| \$ 3,501 – 5,000   | 29%         | 30%         | 31%        |
| \$ 5,001 – 10,000  | 32%         | 33%         | 34%        |
| \$ 10,001 – 15,000 | 35%         | 36%         | 37%        |
| \$ 15,001 – 30,000 | 36%         | 37%         | 38%        |
| \$ 30,001 – 50,000 | 38%         | 39%         | 40%        |
| \$ 50,001 - up     | 40%         | 41%         | 42%        |

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### PAETEC OPERATOR SERVICES COMMISSION FOR RATE PLAN #2

The total monthly revenue of premises owner or agent subject to a commission shall determine the applicable commission rate for that month as specified in the following commission schedule. The percentage rate will be applied to the total monthly revenue subject to commission to determine the commission for the particular month.

| <b>TERM</b>        |             |             |            |
|--------------------|-------------|-------------|------------|
| <b>Revenue</b>     | <b>1 yr</b> | <b>2 yr</b> | <b>3yr</b> |
| \$ 0 - 200         | 18%         | 19%         | 20%        |
| \$ 201 - 1500      | 21%         | 22%         | 23%        |
| \$ 1,501 – 3,500   | 24%         | 25%         | 26%        |
| \$ 3,501 – 5,000   | 27%         | 28%         | 29%        |
| \$ 5,001 – 10,000  | 30%         | 31%         | 32%        |
| \$ 10,001 – 15,000 | 33%         | 34%         | 35%        |
| \$ 15,001 – 30,000 | 34%         | 35%         | 36%        |
| \$ 30,001 – 50,000 | 36%         | 37%         | 38%        |
| \$ 50,001 - up     | 38%         | 39%         | 40%        |

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### PAETEC OPERATOR SERVICES COMMISSION FOR RATE PLAN #3

The total monthly revenue of premises owner or agent subject to a commission shall determine the applicable commission rate for that month as specified in the following commission schedule. The percentage rate will be applied to the total monthly revenue subject to commission to determine the commission for the particular month.

| <b>TERM</b>        |             |             |            |
|--------------------|-------------|-------------|------------|
| <b>Revenue</b>     | <b>1 yr</b> | <b>2 yr</b> | <b>3yr</b> |
| \$ 0 - 200         | 16%         | 17%         | 18%        |
| \$ 201 - 1500      | 19%         | 20%         | 21%        |
| \$ 1,501 – 3,500   | 22%         | 23%         | 24%        |
| \$ 3,501 – 5,000   | 25%         | 26%         | 27%        |
| \$ 5,001 – 10,000  | 28%         | 29%         | 30%        |
| \$ 10,001 – 15,000 | 31%         | 32%         | 33%        |
| \$ 15,001 – 30,000 | 32%         | 33%         | 34%        |
| \$ 30,001 – 50,000 | 34%         | 35%         | 36%        |
| \$ 50,001 - up     | 36%         | 37%         | 38%        |