



Hosted Broadcast Notification Service Terms and Conditions

In addition to the general terms and conditions contained in the Service Agreement between PAETEC and Customer (the "Agreement"), Customer agrees that the following terms and conditions apply to the Hosted Broadcast Notification Service ("Service") provided to Customer by PAETEC through its Vendor, subject to the following terms and conditions and at the rates set forth in the Agreement, plus applicable taxes & surcharges. In the event of any inconsistency between these terms and conditions and the Agreement, the following terms and conditions shall control.

Customer acknowledges that it must provide its own internal access to the world-wide web for web access to the Service user interface.

Customer also acknowledges that the Monthly Recurring Charge (MRC) pricing for this service is calculated on a per-subscriber basis and, if applicable, the Usage pricing for this service is based on the number of subscribers receiving an individual message on a per-event basis. PAETEC offers three types of Hosted Broadcast Notification Service plans: Unlimited; Allowance; and Ala Carte. First, Unlimited plans are available only to educational providers that are verified by standard industry SIC codes. Unlimited plans consist only of a flat-rate MRC per subscriber. Second, Allowance plans consist of both a flat-rate MRC per subscriber and a fixed annual usage charge for two (2) voice minutes and two (2) SMS text alerts to each subscriber. Voice notification per minute pricing includes a thirty (30) second minimum per call. If the number of messages exceeds the allowance number, Customer agrees to pay an additional per-use charge (SMS text) or per-minute (voice), for every message sent once the allowance number is exceeded. Furthermore, Customer agrees to pay an additional per-minute charge on all voice alerts that exceed two (2) minutes in duration. Third, Ala Carte plans consist of a flat-rate MRC per subscriber and a per-usage charge without any applicable allowance number established by PAETEC. Finally, applicable to all three plans, the following features will be charged on a per use basis: (1) outbound redirect 1+/8xx feature and (2) inbound 8xx temp/permanent feature.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN CUSTOMER'S AGREEMENT WITH PAETEC, THE SERVICE IS PROVIDED TO SUBSCRIBER "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER AND PAETEC AND/OR VENDOR DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Neither PAETEC nor Vendor shall have any liability with respect to the provision of the Service for any lost income or profits or any indirect, special, consequential or incidental damages of any kind whatsoever, even if it has been advised of the possibility of such damages. Notwithstanding anything to the contrary, PAETEC's or Vendor's maximum potential liability to Customer whether arising out of contract, negligence, or otherwise for any acts or omissions in connection with the Service shall not exceed the amount paid by Customer for the Service.

Customer shall indemnify and hold PAETEC and Vendor harmless from (i) all claims of any nature, whether civil, criminal or administrative, which are directly or indirectly related to Customer's use of the Service, including but not limited to any claims made by Customer's customers with respect to Customer's use of the Service, that Customer's information or information derived from it violates a copyright or other proprietary right or is defamatory or that Customer's use of the Service violates any local, state, or federal rule, regulation or law pertaining to the use of automated dialing and announcing devices, and (ii) all damages, costs and/or expenses (including reasonable attorney fees) related to or resulting from such claims.

Customer agrees that Vendor shall be a third party beneficiary to these terms and conditions and shall have standing to enforce its rights granted herein pursuant to the terms herein.

Customer is solely responsible for the content, substance and accuracy of Customer's information transmitted, stored, or received through the Service. Further, Customer is solely responsible for insuring that its use of the Service does not violate any applicable local, state, or federal rule, regulation, or law regulating the use of automated dialing and announcing devices pertaining to residential or mobile phone numbers. PAETEC reserves the right, but not the obligation to monitor Customer's information or use of the service, which it deems to violate any of the aforementioned rules, regulations, or laws and request its immediate correction or removal. Customer agrees to promptly remove such information upon receipt of a request from PAETEC or to modify its use of the service as required by law. Failure to remove such information or modify its service use within such amount of time as determined by PAETEC may result in PAETEC's removal of the information or termination of the Service.

PAETEC and/or Vendor transfer no right, title, or interest in the Service to Customer, or any technical or methodological discoveries, improvements, adaptations or developments made by PAETEC and/or Vendor, even if specifically made for Customer, relating to the Service. All information furnished to or utilized by Customer in connection with the Service shall be regarded as confidential and Customer shall make no claim of ownership regarding said information.