

READY BRIDGE CRISIS CONNECTION STANDARD TERMS AND CONDITIONS

In addition to the general terms and conditions contained in the service agreement between PAETEC and Customer (the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to Ready Bridge Crisis Connection provided to Customer by PAETEC:

1. Service To Be Provided

1.1 PAETEC shall provide a customized conferencing service designed specifically for use during emergency situations ("Ready Bridge Crisis Connection" or the "Service"). The Service is available only to customers' Florida locations. The Service is a dedicated conference hot line with special emergency rates that are activated for customers anytime PAETEC determines there is an emergency situation.

2. Provision of Ready Bridge Crisis Connection

2.1 In order to receive the Service, Customer must order and pay for, Audio and web conferencing service at the rates set forth below. The Service will include the following: (a) audio conferencing service for up to 96 participants; (b) Web meeting functionality for up to 96 participants

3. Usage Rates

3.1 Ready Bridge Crisis Connection Usage Rates

Emergency Rates: \$0.04 Non-Emergency Rates: \$0.30

3.2 Ready Bridge On-Line Crisis Connection Usage Rates

Emergency Rates: \$0.06 Non-Emergency Rates: \$0.30

- 3.3 Emergency rates are made available at PAETEC's discretion. PAETEC will offer emergency rates when it determines a hurricane emergency exist. It will be in PAETEC's sole discretion to determine when a hurricane emergency exists for the purposes of offering the emergency rates specified above.
- 3.4 PAETEC will notify customer via e-mail when emergency rates are in effect, and when rates revert back to non-emergency rates. E-mail notification of these rate changes will be sent to the owner of the Ready Bridge Crisis Connection bridge number.

4. Maintenance

- 4.1 PAETEC periodically performs maintenance on its Ready Bridge Crisis Connection platform. In some cases, a maintenance window may result in a temporary service interruption to PAETEC customers.
- 4.2 Customer acknowledges that PAETEC shall not be liable for service interruptions that may occur due to maintenance activity as described herein or for failure to provide advance notice of the maintenance.

OA-P-3030-80-LF1 1 of 2 12-08

5. Additional Terms and Conditions

- 5.1 LIMITATION OF LIABILITY. THE SERVICE IS PROVIDED TO SUBSCRIBER "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER AND PAETEC AND/OR ITS VENDOR OF THE SERVICE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S TERMINATION OF THE SERVICE SHALL BE CUSTOMER'S SOLE REMEDY AND PAETEC'S SOLE LIABILITY IN THE EVENT OF ANY PROBLEM WITH THE SERVICE. IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF DATA ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.
- 5.2 Compliance with AUP. Customer agrees to adhere at all times to the PAETEC Acceptable Use Policy (the "AUP"), as such AUP may be modified by PAETEC from time to time. The current AUP is available for review at http://www.paetec.com/aup. PAETEC has the right to modify its AUP at any time without prior notice to Customer. Customer is responsible for monitoring the website at http://www.paetec.com/aup for changes to the AUP. Customer shall be bound by such modified AUP. PAETEC has the right to immediately and without regard to any cure periods that may be set forth herein, suspend and/or terminate the Services to Customer, or to take any other action that PAETEC determines, in its sole discretion, is appropriate in response to Customer's failure to comply with the requirements of PAETEC's then-current AUP.
- 5.3 Miscellaneous. Each party shall comply with all applicable laws regarding the provision or use of the Services. Failure to do so shall constitute a material breach of the Agreement. This Agreement is the entire agreement between the parties with respect to the Services 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 the 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 shall 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.

OA-P-3030-80-LF1 2 of 2 12-08