



VISUAL MESSAGING SERVICE TERMS AND CONDITIONS SCHEDULE

In addition to the general terms and conditions contained in the Service Agreement between PAETEC and Customer (the "Agreement"), of which this Visual Messaging Terms and Conditions Schedule forms a part, the following terms and conditions apply to the Visual Messaging Service provided to Customer by PAETEC. In the event of any inconsistency between this Schedule and the Agreement, this Schedule shall control.

1. **Provision of Visual Messaging Service.** PAETEC shall provide and hereby grants Customer a limited, non-exclusive, non-transferable, to use the Visual Messaging Service (the "Service") solely for the purpose of this Agreement subject to Customer agreement to receive and pay for, the Service at the rates set forth on the Rate Schedule(s) to the Agreement.

- A. The provides a mobile application for BlackBerry (RIM), iOS (iPhone & iPad) and Android devices to access voice mails that reside on the Customer's business voice mail system(s). Users gain the benefit of single interface for all their voice mails while honoring Message Waiting Indication (MWI) rules on their corporate system.
- B. The Customer may purchase one of more of the following Services:
 - 1. Visual Messaging with Transcription – Provides an automated text transcription of voice mail.
 - 2. Visual Messaging with Hybrid Transcription – Provides human editing of transcribed voice mail.
 - 3. Visual Messaging with Human Transcription – Provides a human physical transcription of voice mail.
 - 4. Visual Messaging with Personal Grammar – Adds specific words, acronyms, etc to enhance the speech to text accuracy. This is only available with Visual Messaging and Visual Messaging with Transcription.
 - 5. Visual Messaging Professional Services – Provides the following services:
 - a. Additional connections to other certified voicemail platforms.
 - b. Connections to non-certified voicemail platforms
 - c. Branding of the Customer's Company logo on the App
 - d. App Store Distribution and Maintenance of the Customer's Company branded App
 - 6. Visual Messaging Account Set up

2. **Configuration Requirements.** The Service is only available to interface with PAETEC approved equipment, unless otherwise mutually agreed in writing by Customer and PAETEC. Customer will provide information on the equipment it intends to use in conjunction with the Service, as reasonably required by PAETEC in order for PAETEC to issue its authorization of such equipment prior to Service provisioning. PAETEC reserves the right to terminate the Agreement if the Customer attempts to use the Service with equipment other than what is previously authorized by PAETEC.

3. **Establishment Service.** Customer will provide individual subscriber information prior to the establishment of Service and PAETEC's initial provision of the Service shall be limited based on such Customer provided subscriber information.. PAETEC will notify Customer when the Service is available. Changes to the individual subscriber information initially submitted by Customer will be addressed through a service change order(s) to PAETEC.

4. **Customer passwords and account security.** Customer agrees and understands that it is responsible for maintaining the confidentiality of passwords associated with any account they use to access the Service.

5. **Message transmission response time.** The response time for Visual Messaging Service transmission is predicated on the time it takes to deliver the Service to the Customer's device. The actual response time may vary depending on the Customer's mobile device reception at the time of receiving the Service, e.g. mobile service outage, out of range, etc. The following applies to the Services response time:

a. Visual Messaging with Transcription - Machine-Only: For Services that are transcribed using only a machine, the standard response times shall be the greater of (i) five (5) minutes or (ii) 5 times the audio file length (Example: 20 second message will have a response time of 100 seconds or 1 minutes 40 seconds).

b. Visual Messaging with Hybrid Transcription and Visual Messaging with Human Transcription - Human-Assisted: For Services that utilize a human component, in part or in whole, for transcription, the standard response time shall be the greater of (i) ten (10) minutes or (ii) ten (10) times the audio file length (Example: 20 second message will have a response time of 200 seconds or 3.33 minutes).

6. **No Resale.** Customer is prohibited from reselling, subleasing or sublicensing the Service. The intellectual property rights in the Service and any hardware of software used in connection with the Service is and will at times remain the property of PAETEC, its affiliates and/or licensor of the Service.
7. Customer shall indemnify and hold PAETEC 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 users 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.
8. Customer is solely responsible for the content, substance and accuracy of Customer's information transmitted, 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 voice mail services.
9. Customer acknowledges and agrees that it may be providing and submitting feedback, statements, suggestions and ideas ("Ideas") to PAETEC in connection with its use of the Visual Messaging Service which PAETEC may use in future modifications and/or updates to the Visual Messaging Service, Customer hereby assigns to PAETEC any and all rights and interest to any Ideas, including but not limited to, any copyright, patent right, moral right, or any other intellectual property right now known or later developed. PAETEC transfer no right, title, or interest in the Service to Customer, or any technical or methodological discoveries, improvements, adaptations or developments made by PAETEC, even if specifically made for Customer, relating to the Service. Customer understands and agrees that the Service, including the existence of the Service, Ideas, performance, features, capabilities, related materials or documentation is "PAETEC Confidential Information." Customer agrees not to disclose to, sell to, or allow any third party to access or use the PAETEC Confidential Information. Customer agrees that any unauthorized disclosure of the PAETEC Confidential Information would cause irreparable harm to PAETEC and that in the event of any breach or threatened breach of Customer's confidentiality obligations, PAETEC shall be entitled to obtain equitable relief in addition to any other remedy.