



## SIP TRUNKING

**1. DESCRIPTION.** SIP Trunking consists of dedicated digital loop access using Local Access transport facilities between the Customer premise and the toll-quality PAETEC Internet Protocol (“IP”) network. It enables Customer use of local voice, long distance and data services. At the Customer’s request and for an additional charge, an integrated access device (“IAD”) may be placed at Customer’s premise for the termination point of the local access loop, though the Customer may choose to terminate service directly to their router or product-certified IP PBX.

The base solution includes a minimum of six simultaneous voice call paths to the public switched telephone network and up to 1.5 Mbps of dynamically allocated data bandwidth. Each voice call path provides Direct Inward Dial (“DID”) users served by the IP-based phone system unlimited local calling. Bandwidth not currently being used by voice is dynamically allocated for High Speed Internet Access or MPLS VPN Access. Each Customer also is provided access to a self-service Web portal at no additional charge. Additional call paths in increments of 6, additional bandwidth up to 12.0 Mbps, branded email accounts, additional DID numbers in blocks and non-sequential singles and static IP addresses are optional services to accommodate Customer needs. To provide a more secure High Speed Internet access solution, a Managed Firewall option is also available.

Equipment. If PAETEC equipment is requested, PAETEC will install certain equipment at Customer’s premise. The Integrated Access Device (“IAD”) and any other Customer Premises Equipment (“CPE”) is provided by PAETEC and remains the property of PAETEC. PAETEC will work with Customer to find a mutually agreeable time, but PAETEC has the right to take any action in connection with the equipment at any time for any reason. Customer must take precautions to protect such equipment and will be liable for any damage to the equipment subject to normal wear and tear. Customer may use PAETEC provided equipment only for use with PAETEC’s SIP Trunking service. PAETEC has the unmitigated right to unrestricted access to recover any PAETEC-owned or leased Customer Premises Equipment within 10 days of service termination. If Customer does not provide PAETEC unrestricted access to recover the equipment in a timely fashion, Customer agrees to immediately pay PAETEC the original cost of the IAD and any other equipment. With the PAETEC equipment option, Customer also has the opportunity to utilize FXS ports on that IAD to support compatible analog devices.

Standard Installation. Customer’s voice lines must be clearly labeled on the demarcation block and must be no more than 25 feet from the PAETEC demarcation block, which is: (a) the DSx-1 IAD for trunk-side voice; (b) the 66 termination block for line side voice, or (c) the 10/100 base T IAD port for High Speed Internet. Customer is responsible for providing a reasonably accessible grounded 90 to 130 VAC power outlet that meets the power requirements of the IAD and other CPE. Customer must promptly notify PAETEC of any problems with the IAD, and must not voluntarily power down the IAD. PAETEC may assess a service charge to restore service in the event the IAD is subject to a loss of power that was reasonably preventable by Customer. All PAETEC inside wiring work is guaranteed for 60 days from service installation. Customer is responsible for installation and maintenance of all LAN/data related wiring. Customer will be charged a dispatch cancellation fee unless it cancels its original order prior to four hours of its scheduled appointment time.

Local Access. If required, Customer appoints PAETEC as its agent for the purpose of arranging for interconnection from PAETEC Points-of-Presence to Customer’s facilities (“Local Access”) for a circuit-based product. Customer understands that PAETEC may rely on a third party for installation of Local Access service. PAETEC is not responsible if Local Access service is not available on the requested Service Activation Date or for service issues on Customer’s side of the demarcation point.

Demarc Extension. For specific voice and data services, upon Customer’s request, PAETEC will extend the Local Access Loop for up to 25 feet by providing a cross-connect from the Demarc to a Customer-provided industry standard distribution panel or CSU/DSU located in the same room. Charges for this cross-connect will be on a time and material(s) basis. Final charges will not be determined until work is completed and will be billed to Customer within two billing cycles of the completed work.

Web Portal Access. SIP Trunking Customers receive control of voice services via secure Web Portal access.

Internet Access. Customer is solely responsible for all LAN, application and station configuration changes that may be necessary to support any Internet access product, including, but not limited to, any property, personal injury or any delays or Interruptions in Service resulting from such LAN, application and station configuration changes.

Directory Listings. Customer is solely responsible to inform PAETEC in writing of any change in the directory listing information, including telephone number or address, at least 90 days prior to the local telephone directory issue date.

Dialing Methods. SIP Trunking may require 10-digit dialing for local calling in certain markets.

VPN Access. If Customer chooses a configuration with MPLS VPN Access, the terms and conditions stated in the Site to Site Virtual Private Network Services Addendum shall apply and can be found at [www.mcleodusa.com/SiteInformation/TermsAndConditions](http://www.mcleodusa.com/SiteInformation/TermsAndConditions).

Managed Firewall. If Customer chooses the Managed Firewall option, the terms and conditions of the Managed Firewall shall apply and can be found at [www.mcleodusa.com/SiteInformation/TermsAndConditions](http://www.mcleodusa.com/SiteInformation/TermsAndConditions).

Analog Device Detection. Prior to installation of service, PAETEC may utilize an auto-dialer application to allow PAETEC to identify whether Customer has analog devices on its line(s).

This information shall be used solely for purposes of ascertaining that the Services to be provided by PAETEC can support Customer's current applications.

## 2. ACCEPTABLE USE.

(A) **Revocable, Non-portable IP License.** PAETEC grants you a license to use the network IP addresses we provide you during the term of the Agreement. However, network IP addresses provided by PAETEC shall remain at all times the property of PAETEC and shall be non-transferable. You have no right to such network IP address upon expiration or termination of this Agreement. You agree that this license is revocable, and is for non-portable network address space. PAETEC may in its sole discretion renumber Network IP addresses as necessary after giving you notice. Acceptable Use Policy. Internet access services are subject to the PAETEC Acceptable Use Policy ("AUP"), which is posted at [www.mcleodusa.com/SiteInformation/AcceptableUse.do](http://www.mcleodusa.com/SiteInformation/AcceptableUse.do). You agree that your failure to abide by the AUP can be a material breach of this Agreement. PAETEC may revise the AUP from time to time in its sole discretion without notice. PAETEC's AUP, including any amendments, will be effective upon posting.

(B) **Non-Assignability.** PAETEC grants you use of the telephone numbers in association with the SIP Trunking service. These telephone numbers are for direct use by the Customer and may not be assigned or resold to third parties outside of the parties covered by this Agreement.

(C) **Toll-Bypass Prohibited.** PAETEC SIP Trunking services may not be used to terminate traffic as local calls when the originating portion of the call occurred from the Public Switched Telephone Network ("PSTN") as a local call and occurred outside the local calling area associated with the SIP Trunking service.

## 3. SERVICE LEVEL AGREEMENT. SIP Trunking is backed by the following service level agreement ("SLA") guarantees.

(A) **Service Delivery Interval for SIP Trunking.** PAETEC will install service by the Firm Order Commitment date or within 60 calendar days as measured from the date on which you have signed an order and submitted all required information to PAETEC to provision services to complete the original order. Calculation of the service installation interval will exclude delays caused by you, including but not limited to, Customer Premises Equipment ("CPE") issues, order supplementation or modification, and limitations on premise access. The Service Delivery Interval guarantee does not include orders delayed beyond the reasonable control of PAETEC such as, but not limited to, modification of the original order by you, a third-party act or omission; or the unavailability or failure of facilities or equipment available to serve your location. You will be contacted by PAETEC with a request to schedule the required on-site installation. After the installation date has been agreed upon, requests to reschedule the installation for a different date may impact your existing service and may be subject to rescheduling fees. If the Service is not installed within the above time frame, you will receive a credit of 1/30th of the monthly recurring charge ("MRC") including additional lines after all applicable discounts for each day over the above time frame. Limits on the credit and the reporting procedures are detailed below.

(B) **Restore Time.** PAETEC guarantees the following average service restoration interval for each circuit measured on a per circuit, per outage occurrence:

<b>DS-1</b>	<b>6 hours</b>
<b>Individual Numbers</b>	<b>24 hours</b>

The restoration interval will begin when you provide notice to PAETEC of the outage in accordance with outage notification procedures and PAETEC opens a trouble ticket. Your wait time, including but not limited to waiting on Customer response, facilities access restrictions, or response delays caused by inaccurate contact information will be subtracted from the restore time calculation. The PAETEC restore guarantee does not include outages found to the result of problems with your CPE or LAN, scheduled maintenance events, outages or disruptions caused by you, interconnections to or from and connectivity with other ISP networks, and force majeure events. For purposes of this SLA, scheduled maintenance events include any maintenance that supports your network or services, for which (i) you are notified at least 48 hours in advance, or (ii) that is performed during a standard maintenance window Monday through Friday from 12:00 a.m. CST to 6:00 a.m. CST. If the restore guarantee is not met in a calendar month, you will

receive a credit of 1/30th of the monthly recurring charge (MRC) including additional lines after all applicable discounts for each Restore Time occurrence that fails to meet the above criteria. Limits on the credit and the reporting procedures are detailed below.

**(C) Chronic Circuit Outages.** If you receive a credit under the Restore Time SLA three times in a 30-day period, PAETEC will have a 15-day repair period after the third incident to remedy the chronic problem. If there are any additional failures within a 15-day observation period after the 15-day repair period then you may terminate or disconnect the impacted circuit without incurring early termination fees. You must file a claim for early termination in writing within 14 calendar days after the failure in the 15-day observation period.

**(D) Network Availability Guarantee.** The PAETEC Internet Protocol (“IP”) Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, averaged over a calendar month. The PAETEC IP Network includes your access port (the port on the PAETEC router upon which the Customer’s circuit terminates), and the PAETEC IP backbone network. The PAETEC IP backbone network includes PAETEC-owned or leased and controlled routers and circuits (including any transit connections). The PAETEC Network Availability guarantee does not include outages found to be caused by the Local Access loop, your CPE (router or PBX/Key System) or LAN, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (“ISP”) networks, and force majeure events. If the Network Availability Guarantee is not met in a calendar month, you will receive a credit of 1/30th of the monthly recurring charge (“MRC”) including additional lines after all applicable discounts. Limits on the credit and the reporting procedures are detailed below.

**(E) Packet Delivery Guarantee.** The PAETEC Internet Protocol (“IP”) Network, as defined in this section, is guaranteed to deliver 99.5% of IP packets averaged over a calendar month. The PAETEC IP Network includes your access port (the port on the PAETEC router upon which the Customer’s circuit terminates), and the PAETEC IP backbone network. The PAETEC IP backbone network includes PAETEC-owned or leased and controlled routers and circuits (including any transit connections). The PAETEC Packet Delivery Availability guarantee does not include outages found to be caused by the Local Access loop, your CPE (router or PBX/Key System) or LAN, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (“ISP”) networks, and force majeure events. If the Packet Delivery Guarantee is not met in a calendar month, you will receive a credit of 1/30th of the monthly recurring charge (MRC) including additional lines after all applicable discounts. Limits on the credit and the reporting procedures are detailed below.

**(F) Latency Guarantee.** The PAETEC Internet Protocol (“IP”) backbone network is guaranteed to have an average round trip packet transit time within the PAETEC IP backbone network of 55 Milliseconds (ms) or less as averaged over a calendar month, measured between PAETEC Core to Core Network Nodes. PAETEC maintained and operated ICMP message generators and associated tools will be used to record Core-to-Core Network Latency. The PAETEC Latency Guarantee does not include the Local Access loop, your CPE or LAN, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity with other ISP networks, and force majeure events. PAETEC will total the results of each ICMP message response, excluding any failures due to Maintenance, and divide by the message count to produce an Average Core to Core Network Latency. If the Latency Guarantee is not met in a calendar month, you will receive a credit of 1/30th of the monthly recurring charge (“MRC”) including additional lines after all applicable discounts. Limits on the credit and the reporting procedures are detailed below.

**(G) Jitter Guarantee.** The PAETEC Internet Protocol (“IP”) backbone network is guaranteed to have the deviation of packet transit time, within the PAETEC IP backbone network, of two Milliseconds (ms) or less as averaged over a calendar month, measured between PAETEC Core to Core Network Nodes. PAETEC maintained and operated ICMP message generators and associated tools will be used to record Core-to-Core Network Jitter. The PAETEC Jitter Guarantee does not include the Local Access loop, your CPE or LAN, scheduled maintenance events, Customer-caused outages or disruptions, interconnections to or from and connectivity with other ISP networks, and force majeure events. If the Jitter Guarantee is not met in a calendar month, you will receive a credit of 1/30th of the monthly recurring charge (“MRC”) including additional lines after all applicable discounts. Limits on the credit and the reporting procedures are detailed below.

**4. SLA CREDITS.** Total credits under the Service Level Agreement (“SLA”) are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees. The service credits provided under SLAs are Customer’s sole remedy unless otherwise required by law when PAETEC fails to meet a SLA. Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that PAETEC failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a “Performance Claim” is a written notice sent to the designated representative of PAETEC advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with PAETEC with regard to account receivables in order to submit a performance claim.

**5. CALL ATTEMPT THRESHOLD.** Network Load will constitute the rate that PAETEC will accept call attempts from Customer. Peak hours are from 9:00 a.m. CST to 4:00 p.m. CST in the PAETEC serving switch (switch). Customer agrees to

generate a maximum of 600 call attempts per DS-1 circuit per a 60-minute period during peak hours and a maximum of 1,800 call attempts per DS-1 circuit per 60-minute period during off-peak hours. If Customer wishes to increase the transmit rate up to a maximum of 1,000 call attempts per DS-1 per 60-minute period during peak hours and 3,000 call attempts per hour during off-peak hours, Customer agrees to pay a backhaul charge on all associated circuits for costs incurred by PAETEC to establish capacity in additional switches on the PAETEC network.

In the event that Customer violates this section, Customer agrees to pay PAETEC an Overload Charge (OC). The OC will be determined by calculating the number of call attempts on each circuit during any 60-minute period. If the Customer exceeds the selected option, Customer agrees to pay \$0.10 per call attempt for all call attempts on all circuits occurring within the measured 60-minute period in addition to the "per minute" rate. Each violation of the call attempts per DS-1 circuit per 60-minute period threshold constitutes the calculation of a new OC. PAETEC damages are difficult or impossible to determine. The OC provided in this Amendment constitutes liquidated damages and is not intended as a penalty.

If Customer causes an OC three times within any 30-day period, or if the customer causes PAETEC to inhibit traffic on trunks three times in a 30-day period, this constitutes a breach of the Agreement by the Customer, and PAETEC may elect to immediately disconnect all service to the Customer without incurring any liability. **IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, AND LOSS OF PROFIT OR GOODWILL.**

In the event Customer violates this section by attempting to transmit over the selected call attempts per DS-1 circuit per a 60-minute period, Customer agrees that PAETEC may elect to reduce the Customer's current circuit availability without incurring any liability. **IN NO EVENT SHALL PAETEC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, AND LOSS OF PROFIT OR GOODWILL.**

If PAETEC experiences overload of network in the process of providing service, we reserve the right to inhibit DS-1 circuits until the calls can be rerouted.

**6. E911.** This service requires use of electronic equipment provided by the Customer, PAETEC or both. Temporary loss of E911 dialing could occur as result of a power outage, equipment or circuit failure, or use of telephone numbers that are not local to your calling area. In order for emergency services to respond in a timely manner, the Customer's phone system must be capable of, and programmed correctly to, send the correct telephone number associated with the caller's physical location. If the correct telephone number is not sent properly by a Customer's phone system on an outbound call to 911, the call could fail or be directed to the incorrect emergency services center resulting in no response or an unnecessarily delayed response by emergency personnel.

**7. SUPPORT OF ANALOG DATA DEVICES.** Customer is responsible for notifying PAETEC of any analog data devices that will be used in conjunction with the SIP Trunking service. Analog data devices include any device with modem functionality that utilizes telephone service for the transmission of data. Analog data devices include, but are not limited to: Facsimile (Fax) machines, modems, credit card machines with integrated modems, time clocks with integrated modems, postage meters with integrated modems and alarm dialers with integrated modems.

Devices with integrated modems that utilize transmission speeds between 9.6 Kbps and 56 Kbps can typically be supported in conjunction with the SIP Trunking service. In the event a specific analog data device does not work properly with the SIP Trunking service, separate phone lines, for additional charges, will be required.

It is not recommended to utilize more than 10 analog data devices simultaneously in conjunction with the SIP Trunking services. Analog data transmissions cannot be compressed and will occupy 80 Kbps per simultaneous call.

**8. NON-SUPPORTED DEVICES.** Certain analog data devices will not function properly when used in conjunction with the SIP Trunking service:

**Low-Baud Rate Analog Data Devices:** Analog data devices, which utilize data transmission speeds less than 9.6 Kbps, will not be supported in conjunction with the SIP Trunking service. Separate phone lines, for additional charges, will be required to support these devices.

**Telecommunications Devices for the Deaf ("TDDs"):** TDDs will not be supported in conjunction with the SIP Trunking service. Separate phone lines, for additional charges, will be required to support these devices.

**"Super G3" Facsimile (Fax) Machines:** Fax machines utilizing the "Super G3" transmission protocol (fax transmission at speeds greater than 14.4 Kbps) will not be supported in conjunction with the SIP Trunking service. Customers with "Super G3" fax machines

may configure their fax machine to operate only at "G3" (14.4 Kbps) transmission speeds or service the device with separate phone lines, for additional charges.

Digital Centrex Telephone sets and AT&T/Lucent 954 4-Line Telephone sets will not work in conjunction with the SIP Trunking.

## **9. OPTIONAL SERVICES.**

"Voice Mobility" and Long Distance Charges. The Voice Mobility package includes features to enhance the call routing capabilities while a user is away from the physical location where SIP Trunking has been installed. When utilizing these features, long distance charges may apply depending on where you and the destination number are located. If a call is initiated using the 'Dial' feature of the PAETEC Toolbar in conjunction with the 'Remote Office' feature, one call is initiated to your current location and a second call is initiated to the destination telephone number. The two individual calls are then bridged together to allow you to communicate from your current location to the destination location. If you are located outside of the SIP Trunking local calling area and the destination telephone number is located outside of the SIP Trunking local calling area, two long distances charges will be billed for the duration of the call.

"Voice Mobility" & 911 Calling. The Voice Mobility package includes a software PC application which can be used to initiate telephone calls but does not replace the functionality of the telephone or telephone service. The PC application initiates a call to a user-specified telephone number, then calls the destination telephone number and then bridges the two calls together. In the event of an emergency, Voice Mobility users should dial 911 utilizing a telephone in a normal fashion. Voice Mobility users should not initiate a 911 call utilizing the software PC application.

"Voice Edge" Bundle & Included Conference Calling Minutes. The Voice Edge Bundle includes 200 Conferencing minutes that are assigned to the Customer account, may be used by any user on the account and may be pooled across locations under a single Customer account. The 200 included Conference Calling minutes apply only to Anytime Audio and Anytime Audio with Web minutes. Usage above 200 minutes of eligible calling each billing period will be billed at the rates specified on the Pricing Addendum provided with your Master Service Agreement. Event or Basic Assisted Conference Calling minutes are not eligible for use in conjunction with the 200 included Conference Calling minutes. If the 200 minutes included during each billing period are not all used, the unused portion of the 200 minutes will not carry-over to the next billing period.

LD Minutes Included in the "Voice Edge" Bundle. The Voice Edge Bundle includes 3,000 Minutes of Long Distance and Toll Free calling includes 3,000 minutes of 1+ dialed long distance and standard toll-free calling to/from the 48 contiguous U.S. states, Alaska, Hawaii and Canada during each billing period. All eligible PAETEC provided Local Services at the same physical location where SIP Trunking is installed may use the 3,000 included minutes. The first 3,000 minutes of eligible calling each billing period will use the included minutes. Usage above 3,000 minutes of eligible calling each billing period will be billed at the rates specified on the Pricing Addendum provided with your Master Service Agreement. Ineligible call types include, but are not limited to: 900 calls, operator-assisted calls, directory assistance calls, conference calls, collect calls, calling card calls and calls outside the U.S. and Canada. If the 3,000 minutes included during each billing period are not all used, the unused portion of the 3,000 minutes will not carry-over to the next billing period.

**10. SERVICE SUSPENSION AND MAINTENANCE.** PAETEC may perform scheduled network maintenance as stated in Section 3(B). 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.