



# PAETEC

## Fixed Wireless Equipment and Service Schedule

1. Fixed Wireless Equipment. Customer acknowledges that some or all of the Service provided hereunder may be delivered via fixed wireless technology, and that this will require the placement on Customer's premises of certain specialized customer premises equipment ("Fixed Wireless Equipment"). PAETEC will make available to Customer the use of the Fixed Wireless Equipment in connection with the Service for the duration this Agreement, subject to Section 15 of the Standard Terms and Conditions. Customer agrees to provide or otherwise arrange for suitable space, at no charge to PAETEC, on or near Customer's premises for the placement of any necessary Fixed Wireless Equipment, as well as any associated cabling or other connectivity. Separate charges, shown on the Rate Schedule, will apply for the use of the Fixed Wireless Equipment and associated Maintenance Services (defined below).
2. Delivery. Customer agrees, at its sole expense, to provide the proper environment and electrical and telecommunications connections for the Fixed Wireless Equipment. Customer is solely responsible for correcting any hazardous conditions that may adversely affect PAETEC personnel or the Fixed Wireless Equipment. PAETEC will use all commercially reasonable efforts to begin delivery of the Fixed Wireless Equipment by the mutually agreed upon scheduled install date ("Scheduled Installation Date"), if applicable. If PAETEC is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or because of force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS SCHEDULE WITHOUT INCURRING A CANCELLATION CHARGE AND PAETEC SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO PAETEC FOR THE FIXED WIRELESS EQUIPMENT. If Customer is unable or unwilling to schedule or accept delivery or installation of the Fixed Wireless Equipment on the date PAETEC tenders delivery or installation, PAETEC shall have the right to initiate billing for the Fixed Wireless Equipment as of the date delivery or installation was tendered. Fixed Wireless Equipment prices and service charges are subject to change if Customer delays delivery or installation by more than thirty (30) days. For Fixed Wireless Point-to-Point Service involving the sale of Fixed Wireless Equipment to Customer, and notwithstanding anything in the Agreement to the contrary, title to the Fixed Wireless Equipment shall pass to Customer upon payment in full of the purchase price and all applicable taxes. Risk of loss or damage to the Fixed Wireless Equipment shall pass to Customer at the F.O.B. Customer designated destination.
3. Cancellation Policy. If all or a portion of this Schedule is cancelled by Customer prior to the Fixed Wireless Equipment shipment date, Customer agrees to pay PAETEC any cancellation and/or restocking fees imposed on PAETEC by the Fixed Wireless Equipment manufacturer. If Customer cancels all or a portion of this Schedule after shipment, Customer shall pay in full all amounts related to the Fixed Wireless Equipment of the date of cancellation.
4. Maintenance Services. Customer may request that PAETEC provide additional services, including but not limited to installation, staging, remote monitoring and/or ongoing maintenance services, ("Maintenance Service"). Based upon the type of additional Maintenance Service(s) requested and agreed upon by the parties, responsibilities of the parties may include the following:
  - A. PAETEC Responsibilities.
    - PAETEC will hold, in its own service center and at its own expense, the equipment required to completely replace microwave links in use at Customer's facilities. The replacement equipment will be available and accessible on a 24/7/365 basis and will be tested to be in working order.
    - Within next business day following notification by Customer and confirmation by PAETEC that a problem does exist that cannot be resolved remotely, PAETEC will dispatch a service technician to repair and/or replace non-operational microwave link components. PAETEC will be responsible for equipment, realignment and reconfiguration of the radios in the link and will verify that the link is again operational.
    - PAETEC will perform an annual link inspection and realignment (if necessary) at Customer's facility. During this inspection, PAETEC will load latest software or firmware revisions if applicable.
    - PAETEC will be available for assistance via its Network Operations Center on a 24/7/365 basis.
  - B. Customer Responsibilities.
    - Customer will ensure that in the case of a service call, PAETEC has timely and adequate access to the facilities housing the link(s) covered by the Agreement.



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- Customer will make arrangements for PAETEC to secure any extraordinary measures (e.g. safety training, local union approvals, building permits, roof rights, etc.) required at Customer's facilities to allow the installation, inspection and repair of the link(s) covered by the Agreement.

Nothing contained in this Agreement shall oblige PAETEC to require its staff or contract personnel to work or travel in dangerous or unsafe environments resulting from weather, natural disasters or other events. PAETEC will have sole discretion as to the safety of travel and working conditions and will notify Customer immediately if recall of personnel becomes necessary. PAETEC will immediately resume fulfillment of obligations under the Agreement when dangerous or unsafe conditions are eliminated.

5. Limited Warranty. PAETEC Wireless warrants that the Maintenance Services shall be performed in a timely and professional manner by qualified personnel. Customer's exclusive remedy with respect to the Fixed Wireless Equipment provided under the Agreement is as set forth in the limited warranty of the Fixed Wireless Equipment manufacturer delivered with such Fixed Wireless Equipment, which warranties shall be passed through to Customer. EXCEPT AS OTHERWISE SET FORTH HEREIN, PAETEC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE FIXED WIRELESS EQUIPMENT AND MAINTENANCE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification. Customer hereby releases, and agrees to defend, indemnify and hold harmless PAETEC and each of its directors, officers, agents, representatives and employees from and against any injury, liability, suits, claims, losses or damages of any kind or nature whatsoever, (including punitive damages, attorney fees, disbursements, and all other costs and expenses incurred in the investigation, defense or settlement of any claims covered by this indemnity) for bodily injuries, property damage, loss of life or property, and claims of third parties, (all referred to as "Claims") incurred in connection with actions arising out of or in any way connected with PAETEC' activities or access to Customer's premises, or the Fixed Wireless Equipment or Maintenance Services provided under the Agreement, except those Claims caused or occasioned solely by the gross negligence or willful misconduct of PAETEC.