



ISDN – PRI SERVICES TERMS AND CONDITIONS OF SERVICE

In addition to the terms and conditions in any applicable Xact Associates, LLC dba Xact Communications (“Xact”) Customer Service Agreement (“CSA”), the following terms and conditions (the “ISDNPRI Terms”) apply as part of Customer’s agreement with Xact for ISDN-PRI Services, as they may exist from time to time (the “Services”). For purposes hereof, “Customer” shall refer to the Customer described in the applicable CSA. These ISDN-PRI Terms, the CSA and any other documents incorporated therein by reference, shall be collectively referred to herein as the “Agreement.” Capitalized terms not defined herein shall have the meaning ascribed to them in the CSA.

1. **Rate Centers.** Notwithstanding anything to the contrary in the Agreement or in any Proposal, Customer acknowledges and agrees that: (a) Xact will provide Customer with PRIs to serve only one Rate Center per PRI at the Customer locations served by Xact under the Proposal(s); (b) Xact will not provide Customer with or otherwise support multiple Rate Centers per PRI; (c) Customer will assign only one (1) Rate Center per PRI; and (d) the location of Xact’s installation of the PRI must have a relation to the actual physical geographic location of the Customer.
2. **Telephone Numbering Resources.** On Customer letterhead, Customer shall supply an estimate of the amount of telephone numbers by Rate Center that Customer will need for each six month period that Customer is provided PRI Service by Xact pursuant to the Agreement.
3. **Telephone Number Assignment.** Customer shall assign telephone numbers from NPANXXs consistent with the Xact Rate Center associated with such NPANXX. Customer shall terminate only local calls to its PRIs and all calls shall be rated as if originated and terminated based on the Rate Center served by the Proposal (and the ILEC local calling scope and NPANXX associated with such Rate Center). Customer shall be responsible for all toll or long distance charges for Customer’s end users at the applicable Xact long distance rates set forth in Xact’s tariffs and/or price lists (including in instances where the Customer’s end users’ local calling area differs from the local calling area of the relevant ILEC, and including calls that are unauthorized and/or originated by fraudulent means).
4. **Traffic Thresholds.** If Customer's traffic is comprised of greater than twenty percent (20%) of traffic originating from and/or terminating to third parties other than the ILEC, an additional \$0.02 penalty will be applied to all minutes exceeding this twenty percent (20%) threshold.
5. **Signaling Information.** Customer shall pass all signaling information it receives or generates associated with the traffic it sends to Xact, including but not limited to originating line information, such as Calling Party Number (“CPN”) and Automatic Number Identification (“ANI”) and shall require its end users to comply with legal requirements pertaining to caller identification. If Customer does not send Xact the correct signaling information or removes such information, including but not limited to CPN and ANI, Xact shall be entitled to charge Customer Xact’s tariffed per minute access charge rates associated with such traffic and shall also pass through any access or other charges assessed against Xact by any other carrier for such traffic. In addition, Xact reserves the right to terminate this Agreement immediately, cease providing any or all of the Services, and pursue any other remedies available to it if Customer does not send correct signaling information.
6. **Usage Levels.** Customer acknowledges that the charges for PRI Services ordered by Customer are based upon certain levels of usage. Xact shall have the right to require Customer to purchase additional PRIs from Xact if monthly traffic on a PRI exceeds 100,000 minutes per month or if the peak usage on a PRI exceeds 1,000 minutes per hour during normal business hours. At Xact’s option, if Customer does not cooperate with Xact to purchase such additional PRIs, Xact shall install such PRIs at its convenience and begin billing Customer for same or will charge Customer \$.02 per minute on each minute of use over the threshold set forth in this Section. For purposes of this Agreement, the phrase “normal business hours” shall mean Monday through Friday from 9:00 AM to 6:00 PM Eastern Time.
7. **Customer’s Responsibilities to Third Parties/Third Party Charges.** Xact makes no representations or



warranties regarding the relationship, responsibilities, or obligations Customer may have with any other service provider or telecommunications carrier with which Customer interconnects, either directly or indirectly, or through use of Xact's Service(s). Unless otherwise set forth in a Proposal executed by the Parties, Customer is solely responsible for coordination of any and all third party services necessary for Customer's use of Xact's Services ("Third Party Services"). Customer acknowledges and agrees that Customer is solely responsible for identifying and paying any and all charges and expenses associated with any Third Party Services used by Customer in connection with Xact's Services or due to Customer's use of Xact Services, or Customer's provision of service to end users, including, without limitation, any applicable monthly charges, usage charges, long distance charges, installation charges, nonrecurring charges, cross-connection charges, applicable termination/cancellation charges, access charges, reciprocal compensation charges, and transiting charges, whether imposed pursuant to tariff, contract, or regulatory edict.

8. INDEMNIFICATION: SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY, ITS EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS, FROM AND AGAINST ALL CLAIMS, ACTIONS, DAMAGES, AND/OR LIABILITIES, TOGETHER WITH ANY AND ALL LOSSES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES OR PENALTIES IMPOSED BY GOVERNMENTAL ENTITIES (COLLECTIVELY, THE "LIABILITIES") IN CONNECTION WITH ANY LITIGATION OR OTHER FORM OF ADJUDICATORY PROCEDURE, CLAIM, DEMAND, INVESTIGATION, OR FORMAL OR INFORMAL INQUIRY, OR ANY SETTLEMENT THEREOF, WHICH ARISES DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THE NONFULFILLMENT OR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, OR OBLIGATION OF CUSTOMER CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, CUSTOMER'S OBLIGATION TO INDEMNIFY SPECIFICALLY INCLUDES: (I) ANY AND ALL LIABILITIES OF ANY KIND INCURRED BY XACT AS A RESULT OF ANY DISPUTE OR ERROR IN CUSTOMER'S CLASSIFICATION AS AN INFORMATION SERVICES PROVIDER AND/OR CLAIM OF EXEMPTION FROM ACCESS CHARGES ASSESSED ON THE TRAFFIC AND/OR CUSTOMER'S (OR CUSTOMER'S END USERS') FAILURE TO PROPERLY IDENTIFY THE JURISDICTION OF TRAFFIC CARRIED OVER THE XACT SERVICES OR EXCHANGED WITH XACT; (II) ANY AND ALL LIABILITIES ARISING FROM USE OF XACT'S SERVICE BY CUSTOMER OR ITS END USERS; (III) ANY AND ALL LIABILITIES ARISING FROM ANY BREACH OF CUSTOMER'S REPRESENTATIONS AND WARRANTIES HEREUNDER; (IV) ANY AND ALL LIABILITIES ARISING FROM CONTENT; AND (V) ANY AND ALL LIABILITIES OF ANY KIND INCURRED BY XACT AS A RESULT OF ANY DISPUTE, ERROR OR VIOLATION OF THE FCC'S RULES AND POLICIES REGARDING LNP OR TELEPHONE NUMBERING RESOURCES.

9. REGULATORY REQUIREMENTS. Xact makes no representations or warranties of any kind With respect to the jurisdictional nature or regulatory classification of the traffic associated with Customer's services to its end users that incorporate the Xact Services provided hereunder. Customer is responsible for identifying and complying with all Regulatory Requirements that may apply to Customer (whether now existing or that may exist during the course of this Agreement and any renewals thereof) and its services to its end users, including, but not limited to, Regulatory Requirements that pertain to: federal or state regulatory approvals or filing requirements; federal or state universal service fund contributions; and payment of federal, state, or local regulatory fees, franchise or license fees, and taxes. XACT RESERVES THE RIGHT TO INCREASE OR DECREASE RATES ON AT LEAST THIRTY (30) DAYS NOTICE. If any Regulatory Requirement has the effect of canceling, changing or superseding any material term with respect to the delivery of Service(s) (other than changes which are the subject of a rate increase as described in the foregoing sentence), then this Agreement will be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the Parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either Party may terminate this Agreement and/or any Service(s) impacted by the Regulatory Requirement effective



as of the date of such Party's written notice to the other Party.

- 10. E911 Databases, CNAM and Directory Listings.** Customer shall be responsible for provision of 911 and E911, CNAM and directory listing information and database updates to its end users without Xact's assistance or intervention. Xact is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, Customer's end users, or by any other party or person related to E911, CNAM, or Directory Listings.
- 11. Letters of Agency.** Customer shall be responsible for providing Xact with letters of agency ("LOA"), compliant with state and federal slamming rules and regulations and satisfactory in both form and content to Xact, from Customer's end users authorizing the applicable Service(s).
Customer acknowledges that service will not be ported or activated unless and until said LOAs are received by Xact.
- 12. Law Enforcement.** Customer shall be responsible for responding to all requests from law enforcement or other governmental agencies, whether transmitted through Xact or directly to Customer regarding information about Customer's end users. Customer shall be responsible for complying with all Communications Assistance for Law Enforcement Act requirements and requests. Should Customer require Xact's assistance with responding to law enforcement or other requests, Xact shall charge Customers its tariffed maintenance rates.
- 13. Local Number Portability.** Customer is solely responsible for compliance with all applicable FCC rules and policies regarding LNP and telephone numbering resources, and shall, on a timely basis, provide to Xact, upon Xact's request, with any and all requested utilization information, including copies of the Customer's FCC Form 502s, for all telephone numbers provided by Xact to Customer pursuant to this Agreement. Upon request by Xact or a New Local Service Provider ("NLSP"), Customer shall, on a timely basis, provide Xact and the NLSP with the Customer Service Record ("CSR") for any telephone number provided by Xact to Customer pursuant to this Agreement. Upon receipt of a Local Service Request ("LSR") from a NLSP or a New Network Service Provider ("NNSP"), or from Xact on behalf of a NLSP or NNSP, Customer shall return a Firm Order Confirmation ("FOC") or, in the event the LSR contains any error, a rejection and error notification to Xact and the NLSP or NNSP within 24 hours unless the Customer receives the request on Friday, Saturday, Sunday or a national holiday, in which case Customer shall return the FOC or rejection and error notification to Xact and the NLSP or NNSP within 24 hours of 9:00 am the next business day. Upon receipt of a LSR from a NLSP or NNSP for any telephone number provided by Xact to Customer pursuant to this Agreement, Xact shall forward the LSR to the Customer. If Customer receives an LSR from a NLSP, NNSP or Xact on behalf of a NLSP or NNSP but fails, on a timely basis, to return a FOC or rejection and error notification to the NLSP or NNSP and Xact, Xact may, at its sole discretion, return a FOC to the NLSP or NNSP on behalf of Customer.