



## INTERNET 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 Internet Access Service provided to Customer by PAETEC:

### 1. **Provision of Internet Access Service**

- 1.1. PAETEC shall provide, and Customer shall accept and pay for, Internet Access Service (the "Internet Service") at the rates set forth on the Rate Schedule of the Agreement. Internet Service permits a Customer to obtain direct access to the Internet via PAETEC's or a third party provider's IP network. Connectivity is between the Customer's router and the PAETEC router located within the PAETEC network.

### 2. **Acceptable Uses**

- 2.1. 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>. 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> for changes to the AUP. Customer shall be bound by such modified AUP.
- 2.2. Customer shall be responsible for enforcing the AUP for any third parties (including its customers or end users) that access the Internet through Customer's use of the PAETEC Internet Services. Customer shall defend and indemnify PAETEC with respect to all claims related to Customer's or any such third parties' use of the Internet Service in violation of the then-current AUP.
- 2.3. PAETEC has the right to immediately and without regard to any cure periods that may be set forth elsewhere in the Agreement, suspend and/or terminate the Internet Services to Customer, or to take any other action that PAETEC determines, in its sole discretion, is appropriate in response to Customer's, or Customer's end user's or any other customers of Customer failure to comply with the requirements of PAETEC's then-current AUP.
- 2.4. Customer and its customers and end users are responsible for the security of their own networks and machines. PAETEC assumes no responsibility or liability for failures or breach of protective measures on Customer's network, whether implied or actual, even in the event that the security measures have been installed or configured by PAETEC. Security problems on Customer's systems that affect the PAETEC network or cause any system abuse or any other violations of the AUP may result in suspension of the Internet Service or account access by PAETEC. Customer shall solely be responsible for addressing problems on Customer's network escalated to PAETEC for resolution that involve compromise of Customer's security.

### 3. **IP Address Ownership**

- 3.1 As part of the Internet Service, Customer shall be provided with one serial IP address. Customer shall also be provided with such public IP addresses as are deemed justifiable by American Registry for Internet Numbers ("ARIN"). PAETEC shall maintain and control ownership of all IP addresses that may be assigned to Customer by PAETEC and PAETEC reserves, in its sole discretion, the right to change or remove any and all such IP addresses, including without limitation the right to decrease the amount of IP space PAETEC has assigned to Customer. PAETEC will use all commercially reasonable efforts to route Customer-provided IP addresses to the Internet.

### 4. **Domain Name Service**

- 4.1. As part of the Internet Service, PAETEC, at Customer's request, at no additional charge shall provide Customer with primary domain name service for up to five domain names and secondary domain name service for: (i) any domain names for which PAETEC is the primary domain name service provider and (ii) any domain names for which Customer is the

primary domain name service provider. Neither primary nor secondary domain name service includes registration of the Customer's domain name(s). Customer shall be responsible for registering and maintaining the registration of their domain name(s) with the appropriate domain name registrar and for all costs and fees associated with such requirements. Under no circumstances shall PAETEC be responsible for these costs. PAETEC makes no representations concerning and does not guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party and Customer agrees to indemnify and hold PAETEC harmless in the event any domain name violates or is alleged to violate any trademarks, or other proprietary rights of any other party. The inability to obtain or use a domain name shall not entitle Customer to terminate the Agreement with PAETEC or to a refund of any fees paid by Customer for the Internet Service.

## 5. Maintenance

- 5.1. PAETEC periodically performs maintenance on its Internet network. In some cases, a maintenance window may result in a temporary service interruption to PAETEC customers. Customers have the option to receive notification of a network maintenance window via email by subscribing to a mailing list via Customer access to the PAETEC Online website. The capability to subscribe to the mailing list is provided for customers who would prefer to receive an email regarding a maintenance window versus checking the PAETEC Online website. (Customers also have an option to unsubscribe to the mailing list at the PAETEC Online website.)

A description of the various types of network maintenance classifications is set forth below. Each maintenance description specifies when notification will be provided prior to the start time of the scheduled maintenance. Maintenance notification will include a list of the cities affected, a description of the maintenance, and the duration of the maintenance window. The maintenance window for backbone devices is between midnight and 6:00 a.m., local time zone at the affected sites.

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 on PAETEC's website or in an email to subscribers to the email maintenance list.

### Maintenance Classifications:

*Normal Scheduled Maintenance* - Normal Scheduled Maintenance is defined as maintenance that will enhance the reliability of the network. This includes, but is not limited to upgrading code, reloading routers, and adding new equipment. Notification for this type of maintenance will be provided 72 hours prior to the start of a Normal Scheduled Maintenance window.

*Urgent Scheduled Maintenance* - Urgent Scheduled Maintenance is defined as maintenance that is performed when the potential for router or network failure exists without the scheduled maintenance. This includes, but is not limited to hardware and software upgrades, and router debugging. Notification for this type of maintenance will be provided 48-72 hours prior to the start of an Urgent Scheduled Maintenance window.

*Emergency Maintenance* - Emergency Maintenance is performed when catastrophic events have occurred on the network. This is limited to maintenance necessary to correct the event that occurred during an unplanned outage. Notification for this type of maintenance will be provided on a best effort basis.