



## GENERAL TERMS

These additional terms and conditions (these "General Terms") supplement the terms and conditions set forth in (i) the Commercial Services Agreement entered into by and between Cox and Customer (the "CSA"); and (ii) the Master Retail Services Agreement entered into by and between Cox and Customer (the "MSA"). References in these General Terms to "Agreement" shall mean the CSA or the MSA between Cox and Customer, whichever is applicable.

### A. Additional Terms and Conditions Applicable to Regulated Services

A1. **PIN Access** The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at <http://ww2.cox.com/aboutus/policies/business-policies.cox> which is incorporated herein by reference.

A2. **Letter of Agency** Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased hereunder that are ported to Cox.

A3. **State-to-State and International Services** If Customer subscribes to or uses State-to-State and/or International telephone Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at <http://ww2.cox.com/aboutus/policies/business-telephone-agreement.cox> and the terms and conditions at [www.coxbusiness.com/products/voice/basicpricing/index.html](http://www.coxbusiness.com/products/voice/basicpricing/index.html), all of which are incorporated into the Agreement by this reference.

A4. **Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the

individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

A5. **Usage and E911 Services** PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 AND USAGE PRACTICES: <http://ww2.cox.com/business/voice/regulatory.cox>. Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Cox detects patterns of calling that indicate that the Customer's equipment has been compromised and fraud may be occurring, Cox may take emergency action to limit the amount of fraudulent calling that is occurring, without prior notice to Customer. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. Customer is also responsible for informing Cox that it wishes to pass location information instead of the billing telephone number associated with the account. For Cox VoiceManager IP Centrex Service, Customer acknowledges that loss of commercial power will result in loss of telephone Service, including E911 Service, unless Customer ensures telephone and network interface have emergency back-up power. If Customer relocates telephones provided as a part of the Cox VoiceManager IP Centrex Service, it is Customer's responsibility to notify Cox in order to update 911 location information. Cox VoiceManager IP Centrex Service Customers who are not in a service area where Cox provides Emergency Locator Service are responsible for ensuring that E911 emergency agencies receive location information for specific IP Centrex telephone stations. The telephone Service provided under this Agreement is not a nomadic service and is only intended for use at the physical/service address installed by Cox. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE TELEPHONE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL IF (A) CUSTOMER ATTEMPTS TO USE THE SERVICE FOR NOMADIC PURPOSES WITHOUT WRITTEN AUTHORIZATION FROM COX OR (B) CUSTOMER ATTEMPTS TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE. For regulated and non-regulated (or iVoIP) voice services where available, the web interface and toolbar are add-on data features (integrated computer capabilities not deemed to be iVoIP Services) designed to assist communications to and from the phone line, including the ability to direct calls to wireless and other phones when Customer is away from their office phone. Customer acknowledges that the web interface and toolbar, however, cannot be used to access E911 Services.

A6. **Certain Installations** For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), an enterprise session

border controller (eSBC), an analog terminal adaptor (ATA), Layer 2 Switch, and a SBC Edge device may be installed with Customer's service by Cox.

## **B. Additional Terms and Conditions Applicable to Unregulated Services**

**B1. IP Address/Domain Name Registration** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Consult your domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

**B2. Web Hosting Servers** Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

**B3. Internet Services** Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, domain name resolution, modem configuration (if applicable), and a static IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Service is subject to Customer and its users complying with the Acceptable Use Policies ("AUP") which may be found at [www.coxbusiness.com/acceptableusepolicy.pdf](http://www.coxbusiness.com/acceptableusepolicy.pdf). Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUPs. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem, provided that the Customer provided modem meets the requirements set forth below. For a Cox Provided Modem, the one-time modem activation fee is currently Twenty-Five Dollars. This one-time modem activation fee for a Cox Provided Modem is subject to change from time to time. The monthly rental fee for a Cox Provided Modem is currently Four Dollars and Ninety-Nine Cents (\$4.99). The monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or

attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. Cox shall retain ownership of the Cox Provided Modem at all times, and the Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms.

**B4. Equipment Requirements For Customer Provided Modem:**

Customer may rent a cable model from Cox or Customer may use their own cable model with Cox Internet service, provided that Customer's cable modem is 1) compatible with the applicable Cox' Internet Service; 2) DOCSIS-Compliant; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care for more information. If Customer attempts to use a modem that is not compatible with the applicable Cox service(s) or is not in good working order, and this results in additional work by Cox, Cox reserves the right to charge Customer an installation or repair fee.

**B5. Cox Optical Internet with Burst Option ("Burstable Service").** Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every Five (5) minutes for the previous Five (5) minute period. At the end of each month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top Five Percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95<sup>th</sup>) Percentile. If the Ninety-Fifth (95<sup>th</sup>) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95<sup>th</sup>) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95<sup>th</sup>) Percentile and such difference shall be billed at the price per megabit described in the Customer's Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Customer's Agreement.

**B6. WiFi Service** Customer is responsible for providing the necessary equipment for Customer and its end users to access the Cox Wi-Fi Service. If Customer makes the Cox Wi-Fi Service available to other persons for use, unless provided otherwise in Section B7 below, Customer shall implement an end user license agreement acceptable to Cox for acceptance by other end users of the Cox Wi-Fi Service. Because the Cox Wi-Fi Service is wireless Internet access, Customer's transmissions could be intercepted by unauthorized persons. Customer assumes all risks associated with its use of the Cox Wi-Fi Service and releases Cox in the event of any damage that Customer or its end users may suffer due to another person monitoring or intercepting Customer's or its end users' communications. Cox assumes no responsibility and shall not be liable to Customer or to any other party for any damages to Customer or Customer's computer caused by use of the Cox Wi-Fi Service, including without limitation, viruses that may infect Customer's computer(s) or other device(s) through use of the Wi-Fi Service.

When Customer uses the Wi-Fi Service, Cox may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. Although Cox has taken commercially reasonable steps to provide a secure system within limitations existing in network and computer infrastructure, Cox does not warrant or guarantee that communications over the Wi-Fi Service shall be secure from monitoring or tampering, nor that information stored on any computer connected to the Cox Wi-Fi Service shall be secure from monitoring or tampering. CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET AND HEREBY RELEASES COX FROM ANY LIABILITY FOR UNAUTHORIZED THIRD PARTY SECURITY BREACHES OR THE RESULTS THEREOF.

**B7. Cox Internet Gateway and Guest Wi-Fi.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway (CBIG) Service") at Customer's premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Cox shall retain ownership of the Gateway(s) during the Term, and Customer shall return the Gateway(s) to Cox in good and working condition and in the manner described in these General Terms. The Gateway(s) and any other Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at Customer's premises. Cox shall install the Gateway(s) in certain areas within Customer's premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks). Customer must provide Cox with at least one (1) electric power outlet providing 100-240V. Customer must also provide Cox with adequate space on a flat counter top or side wall at Customer's premises to install the Gateway(s), with minimum dimensions of" 8" x 24" per Gateway. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support shall include the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight

Savings, and Firewall Enabled (Medium or Low). If a Cox repair technician is required to visit Customer's premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble or outage. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox, Cox shall assess a Truck Roll charge to Customer, and such charge shall be determined on a time-and-materials basis.

B8. **Video Service** If Customer is purchasing video Service, Cox shall provide video Services to mutually agreed upon locations within Customer's premises. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time-to-time by Cox in its sole discretion. In the event that, during the Term, Cox begins to transition certain channels in the standard channel lineup from an analog transmission to a digital transmission, Customer will need to rent from Cox a digital box for each video outlet in order to continue receiving such channels. The rental fee Cox will charge Customer for each digital box shall be no more than the standard rental fee for a similar digital box in the Cox market in which Customer is located. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined below. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g. TVs) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if certain programming is interrupted, discontinued or substituted. Cox may change video and music Service prices periodically during the Term of this Agreement upon thirty (30) days prior written notice. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within Customer's premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: (a) With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the

DVR Equipment or Service and does not have access to any content Customer may record using the Equipment or Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service and/or remove the DVR Equipment immediately if Cox discovers that Customer uses or has used the DVR Equipment or Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox provided Equipment that is damaged due to misuse, abuse, or theft by Customer or a third party. Further, the indemnity obligations of Customer under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the DVR Service and Equipment provided by Cox to Customer.

**B9. Broadcast Surcharge.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee. The Broadcast Surcharge fee is currently Three Dollars (\$3.00) a month. The Broadcast Surcharge fee is subject to change from time to time.

**B10. Premium Channels** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels, Customer acknowledges and agrees that: (i) the Customer shall comply with all obligations in the Agreement, including, but not limited to, paying for all charges when due, (ii) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses; and (iii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. The indemnity obligations of Customer under the Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer.

**B11. Interconnected VoIP (iVoIP) Services** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services, SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contains descriptions and charges, including but not limited to, charges for the network interface fee and Services such as directory assistance, directory listing, operator services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions

of the applicable Cox tariff or SG as referenced in the CSA and MSA. The network interface fee and the rates for ancillary services referenced in these General Terms are subject to change from time to time during the Term. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at Customer's premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to the Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided herein or in any amendment to this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e., routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, Cox shall not be responsible or liable for any service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be "Cox Equipment" as defined below.

**B12. Early Termination of Cox Business VoiceManager IP Centrex Service Seats.** Notwithstanding anything to the contrary in this Agreement, during the Initial Term of this Agreement, Customer may terminate up to Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service seats that Customer ordered from Cox under this Agreement, without incurring a termination fee for such terminated seats. This reduction of termination fee does not apply if Customer terminates more than Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service seats that Customer ordered from Cox under this Agreement. Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service seats to one change per month.

**B13. Recording of Calls** If Customer or any Customer employee records any telephone call or conversation using equipment or services provided by Cox, Customer is responsible for ensuring that Customer and its employees comply with all applicable law. Recording a conversation without the other party's consent may be illegal in certain States. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ANY RECORDING MADE USING ANY COX EQUIPMENT. COX ALSO SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT FAILS OR IS OF POOR QUALITY. Customer shall indemnify, defend and hold harmless Cox, its Affiliates and each of Cox and its Affiliates' employees, directors and shareholders from any and



all claims arising from or related to recordings made using any Cox provided equipment. Please note that if Cox provides Customer with equipment that has recording capabilities, such equipment may require additional equipment such as a USB device which Customer, not Cox, is responsible for providing at Customer's expense.

B14. **Audio On Hold** If Customer purchases any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the terms of this Agreement or the rights of any third parties.

B15. **Transport Service Outside the Continental United States.** In the event that Customer is purchasing data transport services from Cox within the United States and Customer requests that such data transport services connect to data transport services outside the continental United States ("International Services"), Customer authorizes Cox to act as its agent to purchase such International Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the acceptable use policy and all other terms and conditions required by the International Service Provider for such International Services. Customer hereby further authorizes Cox, as Customer's purchasing agent for such International Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Services. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any service charges and related fees and taxes for the International Services with any service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate the Transport Services Outside the Continental United States at any time upon thirty (30) days written notice to Customer.

B16. **Protected Health Information.** Neither Cox email service nor Cox Online Backup is appropriate for the sending or storage of protected health information, unless encrypted by Customer. Do not use these services to send or store "protected health information," as defined in the HIPAA regulations. Customer will defend, indemnify, and hold harmless Cox for any third party claims, including claims from Customer's patients

or the Department of Health and Human Services, or any other regulatory agency or person, that arise from Customer's use of Cox services in violation of the HIPAA regulations.

**B17. Cox Business Tech Solutions** If Customer purchases Cox Business Tech Solutions, such service will be subject to this Agreement and to the terms and conditions located at [www.coxbusinessstechsolutions.com](http://www.coxbusinessstechsolutions.com) (the "Cox Business Tech Solutions Website"). Cox may change the terms and conditions located at the Cox Business Tech Solutions Website at any time. In the event of a conflict between this Agreement and the terms and conditions located at the Cox Business Tech Solutions Website, the terms and conditions located at the Cox Business Tech Solutions Website shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Tech Solutions Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Tech Solutions at any time by providing notice to Customer.

**B18. Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Customer agrees that any additional Services ordered by Customer are subject to the terms and conditions of this Agreement.

### **C. Additional Terms and Conditions Applicable to All Services**

**C1. Viruses, Content, Customer Information** Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy, which is posted at <http://ww2.cox.com/aboutus/policies/your-privacy-rights.cox> and is incorporated into the Agreement by this reference.

**C2. Customer Responsibilities** Except as otherwise provided below in these General Terms with respect to Cox VoiceManager IP Centrex Service, Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in

compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network.

C3. **Cox Provided Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All equipment, network and transmission facilities used by Cox to provide the Services under this Agreement are the sole and exclusive property of Cox. Internal wiring shall not be considered Cox Equipment and shall become the property of Customer upon initiation of Service. For non-bulk video, Cox shall install Cox Equipment necessary to furnish the video Services to Customer, except that Customer shall be required to lease additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. For bulk video, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined below) of Customer's premises (the "Premises") except that Customer shall be required to lease additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Unless otherwise agreed by the parties in a written amendment to this Agreement, Customer and not Cox shall be responsible for providing a working Internal Distribution System for bulk video Service. Customer shall use the Cox Equipment only for the purpose of receiving the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. For any Cox equipment installed at Customer's premises, Customer is responsible for damage caused by Customer, its employees, or agents to such equipment. In the event the Cox Equipment is not returned to Cox in good condition, Customer shall be responsible for the depreciated value of the Cox Equipment. In the event that Customer damages any telephones provided by Cox as a part of the Cox VoiceManager IP Centrex Service, Customer shall be liable for the costs incurred by Cox (on a per telephone basis). Cox shall repair any Cox Equipment at no charge to Customer provided that damage is not due to the negligence or intentional acts of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for providing such equipment. Cox reserves the right to substitute, change, or rearrange equipment used to provide the Services so long as the quality or type of Service is not impaired or degraded.

C4. **Taxes** The Services provided hereunder may be subject to taxes including, without limitation, sales, use, gross receipts, and/or excise taxes; access fees, universal service fund assessments, 911 fees, franchise fees, bypass fees, and/or other local, State and Federal taxes, surcharges, assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services (collectively, "Tax" or "Taxes"). Taxes will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes (excluding Taxes on Cox's income) related to the provision or use of the Services. Customer is responsible for the payment

of any and all taxes on Cox's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on Cox's invoices. Any Taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes that subsequently become applicable retroactively. A surcharge, fee or Tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts Tax on Cox's operations in any such State, or a Tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or Tax is based on the particular State's receipts Tax and other State Taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. The surcharge, fee or Tax will be shown as a separate line item on the Customer's monthly invoice. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is Tax-exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's Tax-exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction.

**C5. Representations and Warranties** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform the obligations of Customer under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; and (iii) Customer is a duly organized entity in the State(s) in which it is conducting business and is qualified and authorized to do business therein. Cox represents and warrants to Customer as follows: (i) The applicable Cox Affiliates are duly authorized to provide the Services in the applicable Service Areas; (ii) By entering into this Agreement with Customer, Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services in the Service Areas; and (iii) Cox is duly organized entity in the State of Delaware.

**C6. Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters, including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation. Customer agrees that State and Federal regulations may apply to Cox Services and that, in the event of any change to such regulations, Cox Services must be consistent with, and Customer's use of Cox Services must be consistent with, such regulations.

**C7. E-Rate Customers** This paragraph applies only to E-Rate Customers. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for

Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox an early termination fee equal to the Monthly Recurring Charge agreed to by the Parties multiplied by the number of months in the Term commitment agreed to by the Parties.

C8. **Digital Millennium Copyright Act.** Cox is registered under the Digital Millennium Copyright Act of 1998 ("DMCA"). Pursuant to 17 U.S.C. Section 512(c)3, if Customer believes that a Web page hosted by Cox is violating U.S. copyright law, Customer may file a complaint with Cox's designated agent by contacting Cox at DMCA@Cox.com for information necessary to file a DMCA complaint with Cox. Cox reserves the right to terminate Service for Customer violations of the provisions of the DMCA.

C9. **Wireless Delivery** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service by providing Customer with thirty (30) days prior written notice.

C10. **Demarcation** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The demarcation point for (1) Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within Customer's premises or building, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) Cox's video Service is the video wall jack; and (3) Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation point(s) (i.e. on the Customer side of said demarcation point(s)).

C11. **Telephone Numbers** Cox will reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved telephone numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the telephone number(s) associated with Cox telephone service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines Cox will use such numbers with Customer's telephone service. After activation of service, Cox reserves the right to change Cox assigned telephone numbers subject to federal or state law, or telephony industry guidelines. Additional terms and conditions

related to telephone numbers are contained in Cox local tariffs or if applicable, in the Service Guide.

#### C12. **Cortelco Analog Telephones Handsets**

A. **Purchased Cortelco Analog Telephone Handsets** If Customer has elected to purchase Cortelco analog telephone handsets ("Cortelco Phones") from Cox, Customer may return any purchased Cortelco Phones, whether or not opened, within thirty (30) days from the date of delivery for any reason. Returned Cortelco Phones must be in the same condition as when received by Customer, reasonable wear and tear excepted. Upon Cox's receipt of such returned purchased Cortelco Phones, subject to Cox's inspection, Cox will credit Customer for the amount of the returned Cortelco Phone(s), less a Twenty-Five Dollar (\$25.00) restocking fee for each such returned Cortelco Phone. The credit will appear on Customer's next invoice from Cox. Customer will not be entitled to any refunds for purchased Cortelco Phones that are not defective which are returned after the initial thirty (30) day period described above. Customer may be required to install batteries, which are not included or supplied by Cox, in the Cortelco Phones (depending on the model) in order to maintain optimal operation in the event of a power outage. Cox will honor any manufacturer's warranty on purchased Cortelco Phones during the warranty period associated with such Cortelco Phone(s) ("Warranty Period"). In the event that, during the Warranty Period, Customer determines that any purchased Cortelco Phone does not work in accordance with the warranty described in the documentation for the Cortelco Phone, Customer shall report such defect to Cox as promptly as possible following Customer's discovery of the defect, and may return such Cortelco Phone to Cox, at Cox's expense, for repair or replacement. If Customer requests a repair or replacement of a purchased Cortelco Phone, Cox, in its sole discretion, will repair such Cortelco Phone or will provide a replacement Cortelco Phone of the same or a substantially similar model, provided that if Cox cannot repair or replace such defective Cortelco Phone, Cox will refund to Customer the purchase price paid by Customer for such Cortelco Phone, depreciated using a straight line basis over the applicable Warranty Period. Notwithstanding the foregoing, Customer will not be entitled to any such refund, repair or replacement if Cox determines that the problem with the purchased Cortelco Phone was caused by any act or omission by Customer, its employees, contractors or agents. The refund, repair or replacement of any defective purchased Cortelco Phone as described in this paragraph will be Customer's sole and exclusive remedy for any defective purchased Cortelco Phone. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ADDENDUM, COX HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE CORTELCO PHONES PURCHASED BY CUSTOMER HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR TITLE ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, OR PERFORMANCE OR NON-PERFORMANCE OF ANY CORTELCO PHONES. IN NO EVENT SHALL COX BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR OTHER SIMILAR PECUNIARY LOSSES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR

UNFORESEEN IN CONNECTION WITH CUSTOMER'S PURCHASE OR USE OF (OR INABILITY TO USE) ANY CORTELCO PHONES. COX'S TOTAL LIABILITY TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF CORTELCO PHONES UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO COX FOR THE CORTELCO PHONES UNDER THE AGREEMENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IN SUCH STATES, COX'S LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

**B. Leased Cortelco Analog Telephone Handsets** If Customer has elected to lease Cortelco Phones from Cox, then Customer agrees that the term of the lease for any Cortelco Phones leased by Customer hereunder will run concurrent with the term of the Agreement Customer entered into with Cox. If Customer terminates the Agreement before the end of the term selected by Customer (except for a termination due to a breach of the Agreement by Cox), then in addition to Cox's remedies set forth in the Agreement, Customer shall be liable for 100% of the balance of the monthly lease payments for the leased Cortelco Phones that otherwise would have become due for the unexpired portion of the term. Customer may be required to install batteries, which are not included or supplied by Cox, in the Cortelco Phones (depending on the model) in order to maintain optimal operation in the event of a power outage. In the event that, during the term of the Agreement, Customer determines that any leased Cortelco Phone does not work in accordance with the documentation for the Cortelco Phone, Customer shall report such defect to Cox as promptly as possible following Customer's discovery of the defect, and may return such leased Cortelco Phone to Cox, at Cox's expense, in which case Cox, in its sole discretion, will repair such Cortelco Phone or provide a replacement. Such repair or replacement of any defective leased Cortelco Phone as described in this paragraph will be Customer's sole and exclusive remedy for any defective leased Cortelco Phone. Leased Cortelco Phones will at all times remain the sole and exclusive property of Cox. Upon expiration or termination of the Agreement, Customer will return all leased Cortelco Phones to Cox in good and working order, reasonable wear and tear excepted. Customer will be responsible for, and will reimburse Cox for, any damage to any leased Cortelco Phones caused by Customer's negligence or willful misconduct. Customer's failure to return leased Cortelco Phones to Cox in accordance with this paragraph upon expiration or termination of the Agreement will constitute a material breach of the Agreement by Customer, and Cox may exercise any rights it may have, whether under the Agreement, at law or in equity, with respect to such material breach. COX HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE CORTELCO PHONES LEASED BY CUSTOMER HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR TITLE ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE, OR PERFORMANCE OR NON-PERFORMANCE OF ANY CORTELCO PHONES. IN NO EVENT SHALL COX BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR OTHER SIMILAR PECUNIARY

LOSSES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN IN CONNECTION WITH CUSTOMER'S LEASE OR USE OF (OR INABILITY TO USE) ANY CORTELCO PHONES. COX'S TOTAL LIABILITY TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S LEASE OR USE OF CORTELCO PHONES UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO COX FOR THE USE OF THE CORTELCO PHONES UNDER THE AGREEMENT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IN SUCH STATES, COX'S LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

C13. **Disconnection Requests** Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Cox Service or the Agreement. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Cox. Customer agrees to provide Cox with at least thirty (30) days written notice of the termination by Customer of the Agreement or any Service that is on a month-to-month term commitment. If Cox terminates the Agreement or any Services that are on a month-to-month term commitment for cause, Cox reserves the right to charge Customer the applicable monthly recurring charge for the applicable Service until the Service is actually disconnected, in addition to any applicable early termination fees which will be calculated beginning from the date the Services are actually terminated.

C14. **Cancelled Appointment.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least Twenty-Four hours in advance of the scheduled appointment. The cancellation fee is currently a one-time charge of \$100, but such fee is subject to change from time to time upon notice to Customer.

C15. **Customers With Building Alarm Systems.** Any alarm systems and related services provided to Customer by Cox will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement. For any fire, security, or other alarm systems not installed and maintained by Cox pursuant to such separate agreement, Customer shall be solely responsible for (i) all fire, security or other alarm equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security or other alarm equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable.



C16. **NO WARRANTIES** COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEGRADE. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATE THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OF THE LIKE.

C17. **Miscellaneous** This Agreement with Customer includes the terms and conditions set forth in the CSA or MSA, whichever if applicable, these General Terms, the tariffs, the SGs (as applicable), and any other documents referenced in the Agreement or otherwise executed by the parties. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order: (i) the applicable Cox tariff or SG, and (ii) the terms and conditions set forth in this Agreement. In the event of any conflict between a term set forth in these General Terms and a term set forth in the terms and conditions in the CSA or MSA, whichever is applicable, the term set forth in these General Terms will control. Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement. Notices required by this Agreement shall be in writing and shall be delivered by e-mail, billing message, overnight courier, hand delivery or regular mail to the other party at the address contained in the Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer's or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Provided Equipment for more than thirty (30) days after Customer's receipt of such Cox Provided Equipment.

**C18. 911 and other emergency services:** Customer shall provide notice to Cox (i) at the time of execution of this Agreement or (ii) during the Term, at least 30 days in advance if the Services are to be used to provide access to 911, E911 or other emergency services (except for access provided as a function of switched Services purchased by Customer) or otherwise would be subject to the FCC's rules governing provision of 911-related services (collectively "911 Access"). Cox may terminate this Agreement without penalty as to any Services used to provide 911 Access (x) within 30 days of being provided notice pursuant to this Section; or (y) at any time if Customer

uses such Services to provide 911 Access without providing prior notice to Cox as required under this Section.

#### **D. Cox Business Service Assurance Plan Terms and Conditions**

If Customer elects to purchase the Cox Service Assurance Plan (the "Assurance Plan"), Customer shall be subject to the terms and conditions of this Agreement, including the following terms and conditions contained in this Section D.

D1. **Agreement** Customer hereby agrees to the terms and conditions of this Assurance Plan upon the execution of a Commercial Services Agreement containing a line item in the Special Conditions section for the Assurance Plan. The term of the Assurance Plan shall be coterminous with the term of any Voice Services purchased by Customer under this Agreement. Customer agrees and acknowledges that the Assurance Plan must remain in effect for a minimum of twelve (12) consecutive months. Customer may terminate the Assurance Plan at any time after the initial twelve (12) months. If Customer terminates the Assurance Plan before the end of the initial twelve (12) months, Cox reserves the right to charge Customer the difference between (a) the amounts paid by Customer under the Assurance Plan as of the termination date and (b) the total costs incurred by Cox for any services provided to Customer under the Assurance Plan during the initial twelve (12) month period—i.e., truck rolls, wiring and equipment costs, and any other time & materials-based costs. Customer is not required to subscribe to the Assurance Plan to receive communications services ("Services") from Cox. Cox and Customer agree and acknowledge that any customers who use a key system or a PBX to support their Voice Services shall not be covered under the Assurance Plan as described below.

D2. **Customer Obligations** Customer is responsible for maintaining and repairing all inside wiring including standard telephone jacks (collectively, "Inside Wiring") located on Customer's side of the punch-down box (or 66 block), which will be installed by Cox at Customer's premises. For multi-tenant office locations, the Inside Wiring is the wiring located inside of the offices leased to Customer or the business premises that serves Customer's unit or leased area. Inside Wiring may be repaired by (i) Customer, (ii) any third party vendor at Customer's sole cost and expense, or (iii) Cox, subject to the terms and conditions of this Service Assurance Plan. Customer is required to reconnect all electronic equipment to the Inside Wiring, including reprogramming of Customer's equipment that may be required due to loss of Inside Wiring connectivity. Customer is responsible for all cosmetic or defacement damage to Customer's premises such as wall board holes and defacement due to attachment of wiring, staples, hooks, and adhesives.

D3. **Assurance Plan Coverage** The Assurance Plan only provides coverage for repairs and replacement of Inside Wiring used to provide Cox voice Services provisioned on the Cox network within Customer's premises. Under this Assurance Plan, provided that Customer pays the Charges (as defined below) and maintains Cox telephone services at the applicable location, Cox will perform a diagnostic analysis of Customer's telephone line(s) if Customer calls in a trouble ticket. This feature of the Assurance Plan may require a service call to Customer's location by a Cox technician. At Cox's discretion, subject to (i) exclusions and conditions contained in this Assurance Plan and

(ii) the approval of Customer and/or the owner of Customer's premises, Cox will either repair or replace Customer's Inside Wiring at no additional charge to Customer. Customer acknowledges that replacement of Inside Wiring may require surface mounting of wiring and exterior mounted jacks. Installation of concealed wiring and flush-mounted jacks may be subject to additional charges.

D4. **Assurance Plan Charges** Customer shall pay Cox the monthly recurring charges ("Charges") set forth in Customer's invoice for the Assurance Plan. The Charges are assessed in accordance with the chart below. Cox reserves the right to modify the Charges by providing Customer with thirty (30) days prior written notice via (i) bill insert, (ii) written notice set forth on the invoice; or (iii) a separate written notice.

D5. **Conditions and Scope of the Assurance Plan**

- a) Any customer who has purchased Cox VoiceManager<sup>SM</sup> or Cox IP Centrex service that is not terminated into a key system is eligible for this service.
- b) For customers who lease telephones from Cox, or subscribe to Cox IP Centrex service, the Charges for the Assurance Plan are based on the total number of telephones leased by Customer.
- c) In addition to the limitation of liability provided in the Agreement, Customer agrees and acknowledges that Cox's maximum liability for damages caused by repair or replacement of Inside Wiring under this Assurance Plan shall be limited to the lesser of: (i) all amounts paid by Customer under this Assurance Plan or (ii) \$250.00. Cox will not be liable for the reprogramming or malfunction of equipment connected to the Inside Wiring such as alarms, meters, sensors, telephone equipment or other devices.
- d) The Assurance Plan does not include coverage for the installation of new Inside Wiring installed during the term of this Agreement.
- e) The pricing schedule for the Assurance Plan is as follows:
  - \$5.00 MRC per line/seat up to 5 lines/seats
  - \$4.00 MRC per line/seat for 6 to 20 lines/seats
  - \$3.00 MRC per line/seat 21+ lines/seats
    - MRC is based on total number of lines/seats (Example below)
    - > 7 lines/seats = \$28 MRC (\$4x7)
    - > 25 lines/seats = \$75 MRC (\$3x25)

D6. **The following services are included in the Assurance Plan:**

- a) Repair and replacement of wire from the Demarcation Point to a telephone jack;
- b) Replacement of fittings, splitters, amplifiers and outlets installed or existing in accordance with accepted industry standards, as determined by Cox in its sole discretion;
- c) Cox-supplied wiring that is installed at the time of installation of a Cox voice service;

- d) Provide analysis on Customer-owned equipment that may be impeding Cox Service;
- e) Identification and verification that Cox-owned equipment and Cox Services are working properly;
- f) Identification of incorrect Customer connections; and
- g) Identification of unauthorized outlets or jacks.

D7. **The following services are excluded from coverage under the Assurance Plan:**

- a) Installation of new inside wiring or outlets;
- b) Fees associated with installation, removal, or relocation of, or change to, Cox services;
- c) Wiring used for fiber optics;
- d) Any wiring that supports a competitor's service offering;
- e) Repairs required due to faulty Customer equipment;
- f) Repair of wiring which does not meet industry standards, Federal Communications Commission rules or the National Electrical Code;
- g) Repair of wiring concealed with a wall unless Customer removes and replaces all obstructions (wall board, ceilings, flooring, etc.) to allow Cox access to wiring;
- h) Repair or replacement of telephone equipment unless provided by Cox;
- i) Pre-existing conditions or problem with Inside Wiring or telephone jacks causing out of service conditions;
- j) Riser cables;
- k) Installation or relocation of jacks or outlets;
- l) "Wall fishing" or "wall punching" that may be required to perform wiring repairs;
- m) Repair or replacement of Customer-owned equipment (equipment may be covered by a warranty) and wire that connects such equipment;
- n) Swapping or changing out Cox or Customer-owned equipment;
- o) Computer configuration assistance;
- p) Repair or replacement of receiver, remote units, including battery replacement;
- q) Installation of entertainment systems and related equipment; or
- r) Wiring damage caused by vandalism, fire, flood, earthquake, Acts of God, remodeling, gross negligence or willful damage.

D8. **LIMITATION OF LIABILITY** IN ADDITION TO THE LIMITATION OF LIABILITY PROVIDED UNDER THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COX SHALL NOT BE LIABLE FOR ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF INSTALLATIONS, MAINTENANCE, OR REPAIRS PERFORMED IN CONNECTION WITH THE ASSURANCE PLAN; NOR SHALL COX BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE INSIDE WIRING WHETHER COVERED BY THE ASSURANCE PLAN OR OTHERWISE. COX'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY REPAIR OR REPLACEMENT OF INSIDE WIRING UNDER THIS ASSURANCE PLAN SHALL BE LIMITED TO THE GREATER

OF: (I) ALL AMOUNTS PAID BY CUSTOMER UNDER THIS ASSURANCE PLAN OR (II) \$250.00. COX WILL NOT BE LIABLE FOR THE REPROGRAMMING OR MALFUNCTION OF EQUIPMENT CONNECTED TO THE INSIDE WIRING SUCH AS ALARMS, METERS, SENSORS, TELEPHONE EQUIPMENT OR OTHER DEVICES.

## **E. Additional Terms and Conditions**

E1. **Resale of Service** The Services covered by this Agreement are for Customer's use only. Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

E2. **Billing Disputes** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts together with any applicable late fees within ten (10) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Cox has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question.

E3. **Default** If either Party fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within twenty (20) days after receiving notice of the breach from the other Party, or within ten (10) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the

following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. In the event suit is brought or any attorney is retained by Cox to collect any payments which are past due hereunder and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, and court costs incurred in connection therewith.

E4. **Indemnity** Customer shall indemnify and hold Cox and its respective Affiliates (as defined below), subcontractors, employees and agents harmless (including payment of reasonable attorneys' fees) from and against any claim, actions or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or its end users, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP.

E5. **Assignment** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Service may be provided by one or more Affiliates.

E6. **Notices** Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses and facsimile numbers of the parties are set forth below: To Cox at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 1400 Lake Hearn Drive, N.E., Atlanta, Georgia 30319, Attn: Siobhan Tinsley, Assistant General Counsel, Legal Department; and to Customer at the address set forth in the Agreement.

E7. **Discontinued Service.** Cox may, in its sole discretion, choose to discontinue a Service in the Cox Market area where Customer is located. Cox agrees to provide Customer at least thirty (30) days written notice prior to discontinuing a Service.

## **F. Additional Interconnected Voice over Internet Protocol (iVoIP) Terms and Conditions**

iVoIP Services are provided by the Cox Communications, Inc. ("Cox") affiliate that is certificated to provide telecommunications services in the Cox Market area where the Services are provided.

With respect to all Cox iVoIP Services:

F1. **General**

F1.1 Cox undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points as noted in the Agreement.

F1.2 Customers may use services and facilities provided under the Agreement to obtain access to services offered by other service providers. Cox is responsible under the Agreement only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Cox network in order to originate or terminate its own services, or to communicate with its own customers.

F2. **Shortage of Equipment or Facilities**

F2.1 Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with an End User's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation.

F2.2 The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox.

F2.3 The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

F3. **Terms and Conditions**

F3.1 Unless otherwise specified herein, for the purpose of computing charges in the Agreement, a month is considered to have 30 days. All calculations of dates set forth in the Agreement shall be based on calendar days, unless otherwise specified herein.

F3.2 Customers may be required to enter into a written Agreement which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the

Agreement. Customers will also be required to execute any other documents as may be reasonably requested by Cox.

F3.3 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Customer's Agreement prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

F3.4 In any action between the parties to enforce any provisions of the Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

F3.5 Another company must not interfere with the right of any person or entity to obtain service directly from Cox.

F3.6 Pursuant to the terms and conditions contained in tariffs on file with the applicable State and Federal regulatory authorities, Cox will reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to Federal or State law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to Federal or State law, or telephony industry guidelines. Customers, who switch service types from business to residential, will be issued a new telephone number when the service is transferred to a Residential Service type. Additionally, call intercept will not be deployed to inform the caller of the new Residential Service number.

F3.7 The Customer agrees to operate any Cox-provided equipment in accordance with instructions of Cox or Cox's agent. Failure to do so will void Cox liability for interruption of service and may make the Customer responsible for damage to Cox-provided equipment.

F3.8 The Customer agrees to return all Cox-provided Equipment to Cox within five (5) days after service termination. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse Cox, upon demand, for any costs incurred by Cox due to Customer's failure to comply with this provision.

F3.9 To the extent that either Cox or any other company exercises control over available cable pairs, conduit, duct, space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which Cox makes similar facilities under its control available to its customers.

#### **F4. Liability of Cox**



F4.1 Unless otherwise provided in the Agreement or in an applicable Service Level Agreement, the liability of Cox for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by Cox, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions, shall be limited to the extension of credit allowances for interruption. The extension of such credit allowances for interruption shall be the sole remedy of the Customer and the sole liability of Cox.

F4.2 With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the ordinary installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under the Customer's Agreement, Cox's liability, if any, shall be limited as provided herein.

F4.3 Cox shall not be liable for: (a) any act or omission of any entity furnishing Cox or Cox's Customers facilities or equipment used for or with the services Cox offers; or (b) for the acts or omissions of other common carriers or warehousemen.

F4.4 Cox shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F4.5 Except to the extent caused by the willful misconduct of Cox, its agents, employees or contractors, the Customer shall indemnify and hold Cox harmless from any and all losses, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by Cox. Cox reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

F4.6 Cox shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Cox's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of Cox.

F4.7 Notwithstanding the Customer's obligations as set forth herein, Cox shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use Cox's service against any claim, loss or damage arising from Customer's use of services furnished under the Agreement, including: (1) patent infringement claims arising from combining or connecting the service offered by Cox with apparatus and systems of the Customer or others; and (2) all other claims arising out of any act or omission of the Customer or others in connection with any service provided by Cox pursuant to the Agreement.

F4.8 COX MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

F4.9 Cox shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Cox services.

F4.10 Cox does not guarantee or make any warranty with respect to service installations. Except to the extent caused by the willful misconduct of Cox, its agents, employees or contractors, the Customer shall indemnify and hold Cox harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by Cox at such locations

F4.11 Cox shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Cox's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's service without liability.

F5. With respect to Emergency 911 Service and Directory Listings:

F5.1 Emergency 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Cox is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this

service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

F5.2 Neither is Cox responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of Cox, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

F5.3 Cox's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Cox shall not be liable for the errors of other third party entities involved in the Directory Listing process.

F5.4 In conjunction with a non-published telephone number, Cox will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

F5.5 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Cox will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under these terms and conditions, Customer acknowledges and agrees with the release of information as described above.

#### F6. **Provision of Equipment and Facilities**

F6.1 Cox shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to these terms and conditions the responsibility of Cox shall be limited to the furnishing of facilities offered under these terms and conditions and to the maintenance and operation of such facilities. Beyond this responsibility, Cox shall not be responsible for:

- the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- the reception of signals by Customer provided equipment; or

- network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### F7. **Obligations of the Customer**

The Customer shall be responsible for reimbursing Cox for damage to, or loss of, Cox's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of the employees or agents of Cox. Upon reimbursement for damages, Cox will cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to Cox's right of recovery of damages to the extent of such payment.

#### F8. **Station Equipment**

F8.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer's (or authorized user's or joint user's) premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

F8.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Cox equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Cox provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox provided equipment and wiring or injury to Cox's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Cox at the Customer's expense.

#### F9. **Payment for Service**

F9.1 The Customer is responsible for payment of all charges for services and facilities furnished by Cox to the Customer or its Joint or Authorized Users. Objections must be received by Cox within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than Cox imposes charges on Cox in connection with any service provided to the Customer for which a Cox Recurring or Non-Recurring Charge is specified, those charges may be passed on to the Customer.

F9.2 The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

F9.3 The Access Recovery Charge ("ARC") is an interstate fee that Cox assesses its customers that helps recover some revenues lost as a result of mandated intercarrier compensation reductions. The fee is a monthly, flat-rated charge assessed to customers for each line, voice path or trunk that is active on the account. Cox may change the ARF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

F9.4 The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

## F10. **Deposits**

F10.1 Applicants for service or existing customers who cannot establish a satisfactory credit standing with Cox may be required at any time to provide Cox a security deposit. The deposit requested will be in cash or the equivalent of cash (excluding credit cards and debit cards), and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills upon presentation. The deposit will not exceed an amount equal to two month's charges for a service or facility.

F10.2 Cox shall be entitled to require Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At Cox's option, such deposit may be refunded to the Customer's account at any time. Also, Cox reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

F10.3 A current end-user may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) of the last twelve (12) billing periods or if the end-user has had service disconnected for cause during the last twelve (12) months or has presented a check or other payment to Cox that was subsequently dishonored.

F10.4 The amount of the deposit shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within

thirty (30) days after settlement of the Customer's account, either in person or by mailing it to the Customer's last known address.

#### F11. **Discontinuance of Service**

F11.1 Cox may refuse service or terminate existing service to a Customer and/or any end-user without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or end-users.

F11.2 Cox may refuse service or terminate existing service to a Customer pursuant to the disconnect procedure provided below for any of the following reasons:

Nonpayment of a bill within the period prescribed;

Failure to make a security deposit as set forth herein;

Violation of, or noncompliance with, any provision of law;

Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and/or inspection thereof;

Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards;

Use in such manner as to interfere with service to other customers;

Abandonment of the service;

Impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox; or

Use of service or facilities for a call or calls in a manner reasonably expected to frighten, abuse, torment, or harass another.

F11.3 In an effort to protect itself and/or its customers, Cox will disconnect a Customer and/or an end user's service without prior notice for violation of the above subsections that threaten or harm the network's reliability or fraudulent intent or other acts, whether real or perceived, to defraud Cox.

F11.4 Telephone Calls with Intent to Annoy:

1. Cox may discontinue service to any customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person addressed or any family member.

2. Cox may discontinue service of any customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.

3. Cox may, at its discretion, terminate service to any customer who establishes a pattern of behavior with respect to the services provided by Cox that is intended to vex, harass or annoy Cox, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.

4. Prior to disconnection of service for calls described above, Cox will make reasonable effort to persuade the customer placing such calls to cease all such activity. If such activity persists, Cox may, at its option, disconnect service. Prior to disconnection of service for calls described above, Cox may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth above, Cox may, at its option, immediately discontinue service.

5. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox.

6. Cox may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

#### F12. **Toll Service**

F12.1 If a Customer in any single month accrues toll charges in excess of twice the average monthly toll charges of similarly situated customers or twice the actual monthly average of the individual Customer's charges, Cox will review the Customer's previous billing and payment history. If such review indicates that the probability of payment is unlikely, Cox may contact the Customer to make inquiries concerning the abnormal usage and may require a security deposit and/or payment of charges on the account to continue service. If the Customer does not comply with the conditions prescribed in this section within Forty-Eight hours, Cox may suspend or terminate Service.

F12.2 If a Customer exceeds the average monthly toll charges of Cox's Customers and has exhibited a previous inability to pay such charges, Cox may impose toll controls, where technically feasible, or a toll cap of \$100.00.

#### F13. **Fraud**

F13.1 Cox may disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives.

F13.2 Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, or any other users who gain access to Customer's premises equipment including unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment.

**F14. iVoIP Network Interface Fee**

The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer.



Local Market	Network Interface Fee		
	Monthly Rates		
	Single Line	Multi-Line	Bulk
Arkansas	\$7.67	\$9.25	\$46.25
Arizona	\$7.98	\$9.25	\$46.25
California			
-San Diego	\$7.50	\$9.25	\$46.25
-Orange Co.-AT&T	\$8.26	\$9.25	\$46.25
-Orange Co.-VZ	\$8.26	\$9.25	\$46.25
-Santa Barbara	\$7.50	\$9.60	\$48.00
Connecticut	\$7.50	\$9.25	\$46.25
Florida	\$7.50	\$9.25	\$46.25
Georgia	\$7.50	\$9.25	\$46.25
Idaho	\$7.50	\$9.25	\$46.25
Iowa	\$7.50	\$9.25	\$46.25
Kansas	\$7.67	\$9.25	\$46.25
Louisiana			
- New Orleans	\$8.00	\$9.25	\$46.25
- Greater LA	\$8.00	\$9.25	\$46.25
Nebraska	\$7.50	\$9.25	\$46.25
Nevada	\$7.50	\$9.25	\$46.25
Ohio	\$7.50	\$9.25	\$46.25
Oklahoma	\$7.50	\$9.25	\$46.25
Rhode Island	\$7.50	\$9.25	\$46.25
Virginia			
-Hampton Roads	\$9.25	\$9.25	\$46.25
-Northern VA	\$9.25	\$9.25	\$46.25
-Roanoke	\$9.25	\$9.25	\$46.25

SIP Trunking NIF Fee Schedule	
1-14 Voice Paths	Multi-Line Rate per Path
15-24 Voice Paths	Bulk Rate Charge; inclusive of first 14 paths
25-48 Voice Paths	1 Additional Bulk Rate Charge
49-72 Voice Paths	1 Additional Bulk Rate Charge
73-98 Voice Paths	1 Additional Bulk Rate Charge
Each additional 24 Paths	1 Additional Bulk Rate Charge

**F15. Bursting Feature for SIP Trunking Service**

If Customer purchases the SIP Trunking Service from Cox, Customer may purchase a Bursting feature from Cox during the term of its Agreement for an additional charge. The Bursting feature enables a SIP trunk group to expand in response to increased call volume. Provided that Customer has purchased the Bursting feature in advance from Cox, Customer shall not incur a monthly recurring charge for the Bursting feature, but shall be assessed a charge for the Bursting feature on a per minute or per call basis (as selected by Customer in advance) for all inbound and outbound calls, and such charges shall be in addition to any charges assessed to Customer for long-distance toll call plans. Bursting usage shall be billed on a per minute basis at \$0.10 per minute in 60/60 increments or at \$0.35 per message.

**F16. iVoIP Services Ancillary Charges**

The following rates and charges will be assessed by Cox to its iVoIP Customers for tangential services such as Operator Services, Directory Assistance, Directory Listings, Late Payment Fees and Non-Sufficient Funds charge. These charges will be assessed according to the State in which the service is provided.



## **ARIZONA:**

### **Directory Assistance with Call Completion**

A Customer may obtain Directory Assistance with Call Completion in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Each call to Directory Assistance will be charged as follows:

Per Call	\$1.99
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Customer may request maximum of 3 telephone numbers per call.

### **Operator Assisted Surcharges:**

The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$4.00
Third Number Billing (Customer Dialed)	\$4.00
Calling Card (Operator Dialed)	\$3.00
Collect Calling (Operator Dialed)	\$4.00
Collect Calling (Customer Dialed)	\$4.00
Person to Person (Operator Dialed)	\$5.00
Person to Person (Customer Dialed)	\$5.00
Station to Station (Operator Dialed)	\$3.00

### **Directory Listings Rates**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/A
Additional/Foreign Listing	\$3.50	\$20.00
Non-Published	\$2.00	\$20.00
Non-Directory Listed	\$2.00	\$20.00
Change Listing	N/A	\$20.00

### **Non-Sufficient Funds/Late Payment Fee:**

Amounts not paid within 18 days after the date of invoice are considered past due. If the entire balance is not paid by the due date, a late payment charge of 1.5% per month will be assessed on the unpaid balance.



When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$25.00 returned item fee may be applied to the Customer's account.





## **Billing and Late Payment Charges**

When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$30.00 returned item fee may be applied to the Customer's account.

Amounts not paid within 14 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by 22 days after the invoice date, Cox may impose late payment charges on the overdue balance of the bill. A late payment charge not to exceed 10% of the first \$30.00 of the Customer's bill and 2% of the remainder may be assessed on the outstanding balance.



**CALIFORNIA:**

**Directory Assistance Charge**

Cox will enhance its Directory Assistance Service with the added benefit of Call Completion. The Customer will be allowed one number call completion per each DA call.

	<b><u>San Diego Charge</u></b>	<b><u>Orange County Santa Barbara Charge</u></b>
Directory Assistance is charged on a per call basis	\$1.99	\$1.99

Customer may request maximum of 1 telephone number per call.

**Operator Services:**

Local exchange and IntraLATA toll calls may be placed on an Operator Assisted basis. Usage charges for Operator Handled local calls are the same as those set forth below.

In addition, to the usage charges identified above, the following operator-assisted charges will apply:

	<b><u>Charge</u></b>
Person-to-Person	\$5.00
Station-to-Station (Third Party, Alternate Billed, Collect Calls)	\$3.00
Third Party Calling	\$4.00
Operator Handled Calls ("0+" and "0-") (per minute) (applies in addition to other operator charges)	\$.35

**Telephone Directory Service**

	<b><u>Monthly Rate</u></b>		
	<b><u>Orange County</u></b>	<b><u>San Diego</u></b>	<b><u>Santa Barbara</u></b>
Primary Service Listing	N/C	N/C	N/C
Name and Number Only Listing	N/C	N/C	N/C
Additional Listing	\$1.66	\$1.66	\$1.75
Directory Assistance Listing Service	\$.14	\$.14	\$1.15



Non-Published Service	\$ .28	\$ 0.00	\$ 1.50
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**Non-Sufficient Funds/Late Payment Fee:**

Checks, or other negotiable instruments, presented in payment for services and subsequently returned to Cox by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge of \$25.00 per item.

A late payment charge of 1.50 percent or, if lower, the legal limit applicable to such charges applies to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.





## **CONNECTICUT:**

### **Directory Assistance**

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

### **Rates and Charges**

Per Call \$1.99

Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

#### **RATE**

Third Number Billing	\$4.00
Calling Card (Operator Dialed)	\$2.00
Collect Calling	\$4.00
Person to Person	\$5.00
Station to Station (Operator Dialed)	\$3.00
General Assistance	N/C

**Operator Assisted Calls, per Minute:** \$0.35

### **Directory Listings Rates**

	<b><u>MRC</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/C
Additional Listing	\$2.00	\$10.00
Foreign Listing	\$2.00	N/A
Non-Published	\$3.50	\$15.00
Non-Directory Listed	\$2.00	\$15.00
Name Change	N/A	\$10.00

### **Non-Sufficient Funds/Late Payment Fee:**



Amounts not paid within 15 days after the date of invoice are considered past due. If the entire balance is not paid by the due date, a late payment charge of 1% per month will be assessed on the unpaid balance.

A \$30.00 fee will be assessed on Customer Accounts that are referred to a collection agency in connection with past due amounts that are not in dispute.

A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts. If payment is made by credit card, and the credit card charge is subsequently denied, a credit card denial fee of \$10.00 will apply per transaction.



**FLORIDA:**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Charges for Directory Assistance Calls:

Business: \$1.25 per call

Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges**

The following surcharges will be applied on a per call basis plus any applicable per minute-of-use charges.

**Rate**

Calling Card, Operator dialed	\$2.00
Collect Calling, Customer dialed	\$4.00
Collect Calling, Operator dialed	\$4.00
Person-to-Person, Customer dialed	\$5.00
Person-to-Person, Operator dialed	\$5.00
Station-to-Station, Operator dialed	\$3.00
Third Number Billing, Customer dialed	\$4.00
Third Number Billing, Operator dialed	\$4.00
General Assistance	N/C

**Operator Assisted Calls, per Minute** \$0.35

**Directory Listings Rates and Charges**

Monthly rates and non-recurring charges will be assessed as follows:

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/A
Additional Listing	\$2.10	\$10.00
Foreign Listing	\$2.10	\$10.00
Non-Published	\$3.50	\$10.00
Non-Directory Listed	\$1.15	\$10.00
Premium Listing	\$4.00	\$10.00
Telephone Number Change Charge	N/A	\$35.00



Directory Listing Change Charge      N/A      \$10.00

**Non-Sufficient Funds/Late Payment Fee:**

When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid due to insufficient funds or rejection of charges on the Customer's credit card, a \$25.00 returned item fee may be applied to the Customer's account.

**Gulf Coast:** If a Customer's account is carrying an overdue balance and payment is not applied within 6 days after the due date, the Customer's account will be assessed a \$3.50 late fee. If the account remains past due 25 days past the original due date, a \$4.50 charge will be applied until the balance is paid in full.

**Central Florida:** If a Customer's account is carrying an overdue balance and payment is not applied within 10 days after the due date, the Customer's account will be assessed a \$3.99 late fee. If the account remains past due 25 days past the original due date, a \$4.99 charge will be applied until the balance is paid in full.



**GEORGIA:**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Charges for Directory Assistance Calls:

Business	\$1.35 per call
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Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges**

The following surcharges will be applied on a per call basis.

	<b>Business</b>
Calling Card (Customer Dialed)	N/C
Collect Calling (Customer Dialed)	\$2.50
Collect Calling (Operator Dialed)	\$3.75
Person-to-Person (Customer Dialed)	\$5.00
Person-to-Person (Operator Dialed)	\$6.25
Station-to-Station (Operator Dialed)	\$3.75
Third Number Billing (Customer Dialed)	\$2.50
Third Number Billing (Operator Dialed)	\$3.75
General Assistance	N/C

<b>Operator Assisted Calls, per Minute</b>	<b>\$0.25</b>
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**Directory Listings Rates**

	<b>Monthly</b>	<b>NRC</b>
Primary Listing	N/C	N/A
Additional Listing	2.10	N/A
Foreign Listings	2.10	N/A
Non-Published Listing	0.00	N/A
Non-Pub Additional Listing	N/C	N/A
Non-Directory Listed	N/C	N/A
Non-Listing Additional Listing	N/C	N/A
Premium Listing	3.50	N/A



### **Non-Sufficient Funds/Late Payment Fee:**

Amounts not paid within 30 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by the due date, a late payment charge of \$3.99 on day 30 and \$4.99 on day 45 for residential and **\$25.00** for business may be assessed on a balance not previously assessed.

When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$30.00 returned item fee may be applied to the Customer's account.



## **IDAHO**

### **Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Charges for Directory Assistance Calls:

\$0.95 per call for Business Service

Customer may request maximum of 2 telephone numbers per call.

### **Operator Assisted Surcharges**

The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	4.00
Third Number Billing (Customer Dialed)	\$4.00
Calling Card (Customer Dialed)	N/C
Collect Calling (Operator Dialed)	\$4.00
Collect Calling (Customer Dialed)	\$4.00
Person-to-Person (Operator Dialed)	\$5.00
Person-to-Person (Customer Dialed)	\$5.00
Station-to-Station (Operator Dialed)	\$3.00
General Assistance	N/C

### **Directory Listings Rates - Business**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/A
Additional/Alpha Listing	\$5.00	\$10.00
Non-Published	N/C	\$15.00
Non-Directory Listed	\$2.50	\$15.00
Premium Listing	\$5.00	\$15.00
Change Listing	N/A	\$10.00

### **Billing and Collection of Charges**

Bills will be rendered monthly to Customer.



1. Amounts not paid within 30 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by the due date, a late payment charge of \$6.00 may be assessed on a balance not previously assessed.
2. If Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, Cox may assess a \$30.00 returned item fee to Customer's account.





## **IOWA:**

### **Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Charges for Directory Assistance Calls:

\$.95 per call

Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$3.00
Third Number Billing (Customer Dialed)	\$3.00
Calling Card (Operator Dialed)	\$3.00
Collect Calling (Operator Dialed)	\$3.00
Collect Calling (Customer Dialed)	\$3.00
Person to Person (Operator Dialed)	\$5.00
Person to Person (Customer Dialed)	\$5.00
Station to Station (Operator Dialed)	\$3.00

### **Directory Listings Rates**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/C
Additional Listing	\$5.00	\$10.00
Non-Published	\$0.00	\$15.00
Non-Directory Listed	\$2.50	\$15.00
Premium Listing	\$5.00	\$15.00
Change Listing	N/A	\$10.00

### **Non-Sufficient Funds/Late Payment Fee:**

Amounts not paid within 20 days after the date of invoice are considered past due. A late payment charge of 1.5% will be assessed on any outstanding balance, which is not paid before the following billing date.



A \$25.00 charge will be assessed for negotiable instruments returned for insufficient funds or non-existing accounts.



**KANSAS:**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Each call to Directory Assistance will be charged as follows:

Per Call Charge	\$2.00
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Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$4.00
Third Number Billing (Customer Dialed)	\$4.00
Calling Card (Operator Dialed)	\$4.00
Collect Calling (Operator Dialed)	\$4.00
Collect Calling (Customer Dialed)	\$4.00
Person-to-Person (Operator Dialed)	\$5.00
Person-to-Person (Customer Dialed)	\$5.00
Station-to-Station (Operator Dialed)	\$3.00

**Directory Listings Rates**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/A
Additional Listing	\$1.75	\$19.00
Non-Published	\$3.75	\$19.00
Non-Directory Listed	\$2.50	\$19.00
Premium Listing	\$1.75	\$19.00
Change Listing	N/A	\$19.00
Change Number	N/A	\$25.00

**Non-Sufficient Funds/Late Payment Fee:**



Amounts not paid within 15 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by the due date, a late payment charge of 2% may be assessed on a balance not previously assessed.

When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$30.00 returned item fee may be applied to the Customer's account.



**LOUISIANA:**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Each call to Directory Assistance will be charged as follows:

Per Call \$1.35

Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:**

The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$1.83
Third Number Billing (Customer Dialed)	\$1.83
Calling Card (Operator Dialed)	\$1.83
Collect Calling (Operator Dialed)	\$1.83
Collect Calling (Customer Dialed)	\$1.83
Person to Person (Operator Dialed)	\$3.13
Person to Person (Customer Dialed)	\$3.13
Station to Station (Operator Dialed)	\$1.83
General Assistance	N/C

**Operator Assisted Calls, per Minute** \$0.25

**Directory Listings Rates**

	NoLA		BTR/LAF	
	MRC	NRC	MRC	NRC
<u>Primary Listing</u>	<u>N/C</u>	<u>N/C</u>	<u>N/C</u>	<u>N/C</u>
<u>Premium Listing</u>	<u>N/A</u>	<u>N/A</u>	<u>\$1.40</u>	<u>N/A</u>
<u>Additional Listing</u>	<u>\$2.50</u>	<u>\$26.00</u>	<u>\$1.46</u>	<u>\$18.50</u>
<u>Non-Published</u>	<u>\$5.50</u>	<u>\$26.00</u>	<u>\$5.50</u>	<u>\$26.00</u>



<u>Non-Directory Listed</u>	<u>\$3.50</u>	<u>N/A</u>	<u>\$3.50</u>	<u>N/A</u>
<u>Directory Listing Change</u>	<u>N/A</u>	<u>\$35.00</u>	<u>N/A</u>	<u>\$35.00</u>
<u>Non-Pub Listed<sup>1</sup></u>	<u>\$1.76</u>	<u>\$26.00</u>	<u>N/A</u>	<u>N/A</u>
<u>Foreign Listing</u>	<u>N/A</u>	<u>N/A</u>	<u>\$1.40</u>	<u>\$18.50</u>

**Non-Sufficient Funds/Late Payment Fee:**

Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 5% will be assessed on any outstanding balance, which is not paid before the following billing date.

A \$20.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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<sup>1</sup> Distinctive Ring Customers will not be assessed this charge.



## **NEBRASKA:**

### **Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Additionally, Cox will offer Call Completion for one number at no additional charge to the Customer.

Each call to Directory Assistance will be charged as follows:

Per Call	\$0.95
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Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$4.00
Third Number Billing (Customer Dialed)	\$4.00
Calling Card (Operator Dialed)	\$4.00
Collect Calling (Operator Dialed)	\$4.00
Collect Calling (Customer Dialed)	\$4.00
Person to Person (Operator Dialed)	\$5.00
Person to Person (Customer Dialed)	\$5.00
Station to Station (Operator Dialed)	\$3.00

### **Directory Listings Rates**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/C
Additional listing	\$5.00	\$10.00
Non-Published	N/C	\$15.00
Non-Directory Listed	\$2.50	\$15.00
Premium Listing	\$5.00	\$15.00
Change Listing	N/A	\$10.00

### **Non-Sufficient Funds/Late Payment Fee:**

Cox shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Charges based on measured



or message usage will be included on the next invoice rendered following the end of the billing period in which the usage occurs, and will be due and payable upon receipt and considered past due if not paid within 15 days after the invoice date.

For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Amounts not paid within 5 days after the billing due date will be assessed a late payment charge of 1.5% per month on the unpaid balance.

A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.





**NEVADA:**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Each call to Directory Assistance will be charged as follows:

Per Call	\$1.95
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Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:**

The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$4.00
Third Number Billing (Customer Dialed)	\$3.00
Calling Card (Operator Dialed)	\$3.00
Collect Calling (Operator Dialed)	\$3.00
Collect Calling (Customer Dialed)	\$3.00
Person to Person (Operator Dialed)	\$5.00
Person to Person (Customer Dialed)	\$5.00
Station to Station (Operator Dialed)	\$3.00

**Directory Listings Rates**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/C
Additional Listing	\$	\$2.00
Non-Published	\$	\$2.50
Non-Directory Listed	\$	\$2.00

**Non-Sufficient Funds/Late Payment Fee:**

Cox shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.



Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Amounts not paid by the due date are considered past due. However, payment of a bill by first-class mail is timely if the payment is received by Cox not more than 3 days after the past due date. If Cox does not receive the entire amount billed by the due date, as described above, Cox may impose late payment charges on the overdue balance of the bill.

Cox shall not assess any fee, penalty, interest or other charge to the State, including any service to an agency in any branch of government, for the delinquent payment of a bill.

When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a returned item fee may be applied to the Customer's account.



**OHIO**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Business, per call: \$1.99

The Customer may request a maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges**

The following surcharges will be applied on a per call basis plus any applicable per minute-of-use charges.

Alternate Billed (Collect, 3rd Party, Operator Dialed)	
General Assistance	N/C
Collect Call	4.00
Person-to-Person	5.00
Station-to-Station	3.00
Third Number Billed	4.00

**Operator Assisted Calls, per Minute:** \$0.35

**Directory Listing Service:**

	<b>MRC</b>	<b>NRC</b>	
		<b>Initial</b>	<b>Subsequent</b>
Primary Number	N/C	N/C	N/C
Additional Numbers	\$2.00	N/C	9.99
Name/Number Only	N/C	N/C	N/C
Non-Directory Listed	\$2.20	N/C	\$9.99
Non-Published	\$2.20	N/C	\$9.99
Directory Listing Change	N/A	\$10.00	\$9.99
Directory Number Change	N/A	N/C	\$29.99

**Non-Sufficient Funds/Late Payment Fee:**



Amounts not paid within 30 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by the due date, a late payment charge of \$6 may be assessed.

If Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, Cox may assess a \$30.00 returned item fee Customer's account.



**OKLAHOMA:**

**Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

Per Call \$1.00

Customer may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$4.00
Third Number Billing (Customer Dialed)	\$4.00
Calling Card (Operator Dialed)	\$4.00
Collect Calling (Operator Dialed)	\$1.65
Collect Calling (Customer Dialed)	\$4.00
Person to Person (Operator Dialed)	\$5.00
Person to Person (Customer Dialed)	\$5.00
Station to Station (Operator Dialed)	\$3.00

**Directory Listings Rates**

	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Primary Listing	N/C	N/A
Additional Listing	\$6.00	\$18.00
Foreign Listing	\$6.00	\$18.00
Non-Published	\$1.75	\$18.00
Non-Directory Listed	\$1.75	\$18.00
Change Listing	N/A	\$18.00
Change Number	N/A	\$22.50

**Non-Sufficient Funds/Late Payment Fee:**

Cox shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be



calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Amounts not paid within 15 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by the due date, a late payment charge of 1.5% may be assessed on the unpaid balance.

When a Customer makes a payment to Cox in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$25.00 returned item fee may be applied to the Customer's account.



**RHODE ISLAND:**

**Directory Assistance (DA)**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Each call to Directory Assistance will be charged as follows:

per call \$1.99

Customers may request maximum of 2 telephone numbers per call.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing	\$4.00	
Calling Card (Operator Dialed)		\$2.00
Collect Calling		\$4.00
Person to Person		\$5.00
Station to Station		\$3.00
General Assistance		N/C

**Operator Assisted Calls, per Minute:** \$0.35

**Directory Listings Rates**

	<u>Monthly</u>	<u>NRC</u>
Primary Listing	N/C	N/A
Additional Listing	\$3.50	\$10.00
Foreign Listing	\$3.50	\$10.00
Non-Published	\$3.50	\$10.00
Non-Directory Listed	\$2.20	\$10.00
Change Listing	N/A	\$10.00
Change Number Charge	N/A	N/A

**Non-Sufficient Funds/Late Payment Fee:**

Cox shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be



calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Accounts not paid within 30 days after the date of invoice are considered past due. If Cox does not receive the entire amount billed by the due date, a late payment charge of 1.5% may be assessed on the unpaid balance.

Additionally, a \$30.00 fee will be assessed on Accounts that are referred to a collection agency in connection with past due amounts.

A \$25.00 charge will be assessed for negotiable instruments that are returned for insufficient funds or non-existing accounts.





**VIRGINIA:**

**Directory Assistance (DA)**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Each call to Directory Assistance will be charged as follows:

<b>Directory Assistance</b> <sup>1,2</sup>	<b>Monthly, per call</b>	
	<u>Hampton Roads and Northern VA</u>	<u>Roanoke</u>
DA with Call Completion	\$ 1.99	N/A
DA – Basic <sup>1</sup>		\$0.99

<sup>1</sup> Customer may request a maximum of 2 numbers per call  
<sup>2</sup> Customer may make 1 call to DA per month at no charge.

**Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis plus any applicable per minute charges.

**Local**

Other than payphones on a per local call basis:

Alternate Billed: \$1.65  
 Person-to-Person: \$3.25

From a payphone using Cox Local Exchange Service, per call:

Calling Card \$0.60  
 Alternate Billed \$1.65  
 Person-to-Person \$3.25

**Toll**

	<b><u>Toll</u></b>
Third Number Billing	\$4.00
Calling Card (Operator Dialed)	\$1.95
Collect Calling	\$4.00
Person to Person	\$5.00
Station to Station	\$3.00
General Assistance	N/C

**Operator Assisted Calls, per Minute:** \$0.35



## Directory Listings Rates

	<u>Monthly</u>	<u>NRC</u>
Primary Listing	N/C	N/C
Additional Listing or Foreign Listing	\$1.40	\$18.50
Non-Published	\$1.70	\$18.50
Non-Directory Listed	\$1.05	\$18.50
Change Listing	N/A	\$18.50
Name and Number Only	\$1.40	\$18.50

## Non-Sufficient Funds/Late Payment Fee:

Cox shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges based on measured or message service will be assessed on the next invoice rendered following the end of the billing period in which the usage occurs or as soon as practical, and will be due and payable within 20 days after the invoice is mailed.

For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Amounts not paid within 20 days after the mail date of an invoice are considered past due.

A \$30 charge will be assessed for negotiable instruments returned for insufficient funds or non-existing accounts or for rejection of charges to the Customer's credit card.

The late payment fee shall be that portion of the payment not received by the following month's bill date, multiplied by 1.5 percent.



## BUSINESS ACCESS-LINE, RESALE-LINE, TRUNK AND CENTREX MEASURED SERVICES (CALIFORNIA)

### Zones 1 and 2 (San Diego Market only)

Day	– Initial minute	.049
	– Each additional minute	.049
Evening	– Initial minute	.049
	– Each additional minute	.049
Night	– Initial minute	.049
	– Each additional minute	.049

### Zones 1 and 2 (Orange County/PV Market only)

– Initial minute	.049
– Each additional minute	.049

### Zones 1 and 2 (Santa Barbara Market only)

– Initial minute	.049
– Each additional minute	.049

### Zone 3 ((San Diego Market only)

Day	– Initial minute	.049
	– Initial minute	.0500 <sup>†</sup>
	– Initial minute	.0400 <sup>Δ</sup>
	– Initial minute	.0380 <sup>∇</sup>
	– Each additional minute	.049
Evening	– Initial minute	.049
	– Initial minute	.0400 <sup>Δ</sup>
	– Initial minute	.0380 <sup>∇</sup>
	– Each additional minute	.049
Night	– Initial minute	.049
	– Each additional minute	.049

### Zones 3 (Orange County/PV Market only)

– Initial minute	.049
– Each additional minute	.049

<sup>†</sup> Rate applicable only to Customers who also subscribe to the California Nickel Plan.

<sup>Δ</sup> Rate applicable only to Customers who also subscribe to the California Four-Cent Plan.

<sup>∇</sup> Rate applicable to Customers who subscribe to the Measured Rate 3.8 Cent Plan.



**Monthly Recurring Charges (MRC)—Business Lines<sup>2</sup>**

**Measured Service (Rhode Island)**

<b>Month-to-Month</b>	<b>1-Year</b>	<b>2-Year</b>	<b>3-Years</b>	<b>5-Years</b>
<b>\$24.00</b>	<b>\$20.00</b>	\$17.00	\$16.50	\$15.50
<b>Rate per MOU</b>				
\$0.039				
<b>Message Rate, per Call<sup>3</sup></b>				
\$0.0125				

<sup>2</sup> ISDN=BRI service is available where facilities exist and operating conditions permit.

<sup>3</sup> The charge will be waived for Customers who subscribe to the Cox Unlimited call plan.