



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2  
 CONTRACT #: AR2474  
 Starting Date: 9/30/2016  
 Expiration Date: 9/15/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Century Link Communications, LLC (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

We are amending Utah Cooperative Contract No. AR2474, Pramata # 1068385, with Effective Date of September 30, 2016 as follows;

**The following Service Exhibit attached to this Amendment #2 are hereby added to Attachment E of the Master Agreement:  
 CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

Effective Date of Amendment: 5/3/2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.  
 IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

DocuSigned by:  
*Sue Baker* 7/17/2018  
 Contractor's Signature Date

DocuSigned by:  
*Christopher Hughes* 7/30/2018  
 Kent Beers Director Date  
 State of Utah Division of Purchasing

Sue Baker  
 Contractor's Name (Print)

Manager-Offer Management  
 Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Solomon Kingston	801-538-3228	<a href="mailto:skingston@utah.gov">skingston@utah.gov</a>	AR2474

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

- 1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® UCaaS Hosted PBX (“UCaaS Hosted PBX”) and CenturyLink IQ® UCaaS SIP Trunk (“UCaaS SIP Trunk”) (collectively, “Service”) under the terms of the Agreement and this Service Exhibit.
- “Administrator Portal” enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.
- “Alien TN” means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.
- “ANI” means automatic number identification.
- “Approved Connectivity” means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink’s Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.
- “Approved CPE” means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the “Customer-Owned CPE” section of this Service Exhibit will apply.
- “Calling Party Number” (CPN) means the originating party’s telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).
- “CenturyLink-Approved 911 Location” means Customer’s current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.
- “Customer Environment” means Customer’s data network/equipment and premises environment.
- “Enterprise Trunk” means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.
- “EULA” means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.
- “Initial Term” is the Term of the Service as shown in the Pricing Attachment or quote.
- “IP” means Internet Protocol.
- “IP Device” means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.
- “ISS” means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/qcc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/qcc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.
- “MATR” means minimum average time requirement.
- “Minimum Service Term” is six months from the Start of Service Date.
- “Off-Net Calls” means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.
- “On-Net Calls” means calls between the Service and any of the following CenturyLink services: CenturyLink UCAAS UCaaS SIP Trunk, UCaaS Hosted PBX, Managed Office, Managed Office Essentials, UCaaS SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier’s IP network..
- “Ported TN” means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.
- “PPU” means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.
- “Pricing Attachment” means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.
- “PSAP” means public safety answering point.
- “PSTN” means public switched telephone network.
- “QoS” means Quality of Service.
- “Rate Sheet” means the document located at <http://www.centurylink.com/legal/GOVUC/govucratesv1.pdf>. The Rate Sheet includes additional pricing for UCaaS Hosted PBX and UCaaS SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheet is incorporated herein by reference.
- “Remote BLA” means remote bridged line appearance.
- “Remote SCA” means remote shared call appearance.
- “Renewal Term” means renewal periods equal to the Initial Term that commence once the Initial Term is complete.
- “Router” means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

“RSS” means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) and which is subject to change. The RSS contains provisions relating to international toll free service.

“Session” means a single unit of simultaneous call capacity.

“SIP” means Session Initiation Protocol.

“UCaaS SIP Trunk Diversion Header” means a header used to support PSTN redirecting services such as Call Forwarding.

“SLAs” means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

“Soft Phone” means software for an IP-enabled device that allows Customer's End Users to use the Service to make and receive calls on that device.

“Start of Service Date” means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

“Term” means Initial Term and each Renewal Term.

“Trunk Group” means a group of Sessions used for local or usage-based voice services.

## 2. Service.

**2.1 Description.** UCaaS Hosted PBX and UCaaS SIP Trunk are described in separate subsections below. Features and options available only with UCaaS Hosted PBX are listed in the “UCaaS Hosted PBX Service” sub-section. Features and options available only with UCaaS SIP Trunk are listed in the “UCaaS SIP Trunk” sub-section. Features and options available with both Services are listed in the “Common Features” sub-section. Each UCaaS Hosted PBX and UCaaS SIP Trunk seat includes one telephone number (“TN”).

**(a) UCaaS Hosted PBX Service.** UCaaS Hosted PBX Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. UCaaS Hosted PBX seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, devices/Customer Premise Equipment (“CPE”), and maintenance.

**(i) UCaaS Hosted PBX Basic Seats.** Basic seats are designed for end users that need the ability to make On-Net and Off-Net calls, an End User portal, an Administrator portal, call waiting, call forwarding, and several other similar features, but do not need voice mail. The End User portal gives the user access to configure their assigned features. The Administration portal provides Customer administrators the ability to configure Site based features, as well as select features for their End User community.

**(ii) UCaaS Hosted PBX Standard Seats.** Standard seats are designed to address the majority of a Customer's telephony needs. Standard seats include all the functionality of the Basic seat plus voice mail, enhanced calling features, and access to desktop and mobile clients.

**(iii) UCaaS Hosted PBX Premium Seats.** Premium seats are designed to address a Customer's unified communication needs. Premium seats include the features listed for Standard and Basic seats, as well as advanced calling and unified communication features: instant messaging, collaboration, desktop sharing, etc.

**(iv) UCaaS Hosted PBX Messaging Seats.** Messaging seats are built to provide customers with a voice mail only type seat. Messaging seats included a very limited set of telephony features and voice mail options.

**(v) UCaaS Hosted PBX Dial Tone (Lobby) Seats.** Dial Tone (Lobby) seats are built for a lobby, break room, cafeteria, shop area, or any place that needs a phone, but does not need it assigned to a specific person. Dial Tone seats contain a very limited telephony feature set and no voice mail.

**(vi) UCaaS Hosted PBX Spare Device.** A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that End Users understand the 911 requirements if the End User uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the “911 Emergency Service” section of this Service Exhibit.

**(b) UCaaS SIP Trunk.** UCaaS SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the CPE. All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions with the Service. Features listed in this section (b) are only available with UCaaS SIP Trunk.

**(i) Standard UCaaS SIP Trunk Sessions.** Standard UCaaS SIP Trunks include the ability to make On-Net and Off-Net calls, terminate toll free calls, access the Administrator portal, failover, and other features. Standard UCaaS SIP Trunks are designed for small to medium session count needs (less than 150 sessions).

**(ii) Enterprise UCaaS SIP Trunk Sessions.** Enterprise UCaaS SIP Trunks include the features available in the Standard UCaaS SIP Trunks, but are designed for large, enterprise implementations (greater than 150 sessions).

**(iii) Optional UCaaS SIP Trunk Features.** The optional features listed in this section are available for an additional charge only with UCaaS SIP Trunk.

**(1) UCaaS SIP Trunk Standard Seats.** UCaaS SIP Trunk Standard seats are for use with both Standard and Enterprise UCaaS SIP Trunks. Standard Seats are upgrades for select End Users and provide additional telephony features that a Customer's PBX may not be able to provide (call forwarding options, enhanced voice mail, mobility, etc.). Standard Seats also include access to desktop and mobile clients.

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

- (2) UCaaS SIP Trunk Premium Seats.** UCaaS SIP Trunk Premium seats are for use with both Standard and Enterprise UCaaS SIP Trunks. Premium Seats are upgrades for select End Users, that includes features listed in the Standard seat, advanced calling features, and unified communication features: instant messaging, collaboration, desktop sharing, etc.
- (3) Enhanced 911 Service.** Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with UCaaS SIP Trunk is associated with the main business TN at each Customer location, and not with the actual End User location.
- (4) CTAC Customer Support.** “CTAC Customer Support” is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® UCaaS SIP Trunk Service and is subject to availability. “CTAC” means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink’s approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for UCaaS SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.
- (c) Common Features.** Customer may purchase the following optional services with both UCaaS Hosted PBX and UCaaS SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a UCaaS Hosted PBX seat or UCaaS SIP Trunk telephone number is based on the area code and prefix assigned to the End User and does not depend on the End User’s physical location.
- (i) Call Queuing.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.
- (ii) Auto Attendant.** An additional MRC and NRC apply for each auto attendant.
- (iii) Messaging Station Seats.** Customer may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.
- (iv) Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a UCaaS SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as UCaaS Hosted PBX or UCaaS SIP Trunk premium seats, except for the associated physical device.
- (v) Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.
- (vi) Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with UCaaS Hosted PBX and UCaaS SIP Trunk premium seats and with UCaaS SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.
- (vii) Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs may be used for incoming calls only.
- (viii) Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic UCaaS Hosted PBX seat MRCs, and in the standard and enterprise UCaaS SIP Trunk Session MRCs.
- (ix) Off-Net Calls.** As shown in the applicable Rate Sheet, offer attachment or rate addendum, for domestic US calls no long distance charges apply to UCaaS Hosted PBX, but long distance charges will apply to UCaaS SIP Trunk (the “LD/TF Offer”). Additional per minute charges apply to international Off-Net Calls. Standard per minute rates for international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, offer attachment, or rate addendum, those negotiated rates will apply to UCaaS SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer set forth in the applicable Rate Sheet.
- (x) Toll-Free.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the “Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing” section on the applicable Rate Sheet, offer attachment or rate addendum (the “LD/TF Offer”). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.
- (xi) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).
- (xii) Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.
- (xiii) Directory Assistance.** A flat per call charge applies to directory assistance.

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

**(xiv) Receptionist Web Console.** Receptionist web console is a web-based application that provides receptionist console capabilities for the Service on a Customer PC. An additional MRC applies for each receptionist web console.

**(xv) Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with UCaaS Hosted PBX, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with UCaaS SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.

**(xvi) PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End Users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

**2.2 Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

**(b) Access.** Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

**(c) Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

**(i) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink UCaaS Hosted PBX and UCAAS UCaaS SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

**(ii) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(iii) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(iv) International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

**(d) Connectivity and CPE.** Except for IP handsets, which can be included with UCaaS Hosted PBX Service, Customer must purchase Approved Connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

**(e) Queuing Method.** Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

**(f) Customer-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with the Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with UCaaS Hosted PBX Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

**(g) Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(h) Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Services do not support Remote BLAs or Remote SCAs for UCaaS SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with UCaaS SIP Trunk.

**(i) Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**(j) Use of Service at a Temporary Location.** This section applies to UCaaS Hosted PBX Service. It only applies to UCaaS SIP Trunk if Customer purchases the 911 Emergency Service optional feature with UCaaS SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the My 911 Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**(k) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

- (l) **Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.
- (m) **Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.
- (n) **Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.
- (o) **Telephone Numbers.** Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.
- (p) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.
- (q) **Local Origination.** Customer agrees that the UCaaS SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.
- (r) **Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.
- (s) **End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink UCaaS Hosted PBX and CenturyLink UCAAS UCaaS SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. That URL is also found on the Help screen in the End User portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.
- (t) **Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

**(u) Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

**(v) Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

**2.3 SLA.** Service is subject to the CenturyLink UCaaS Hosted PBX and CenturyLink UCAAS UCaaS SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

### 3. 911 Emergency Service.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**3.1 Required Federal Communications Commission ("FCC") Warning.** The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from UCaaS Hosted PBX or UCaaS SIP Trunk seats that are not associated to a stationary IP enabled device (e.g. from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For UCaaS SIP Trunk:** Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with the Service. If a Remote BLA or Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.

**3.2 Additional Information Regarding the Limitations of 911 Services.** *When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. For UCaaS Hosted PBX: The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. Remote BLA/SCA Limitation for UCaaS Hosted PBX: The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval.* **For UCaaS SIP Trunk:** Enhanced 911 allows for 911 calls to be pinpointed to the specific location



**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

of the End User. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where UCaaS SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where UCaaS SIP Trunk is installed and the address associated with that number, which may be different from the number from which an End User is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the End User back if the call is not completed or is disconnected, enabling responders to locate the End User and assist with the emergency. If Customer orders the Enhanced 911 optional feature with UCaaS SIP Trunk, the "For UCaaS Hosted PBX" provisions of this section will apply in lieu of the "For UCaaS SIP Trunk" provisions of this section.

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

**3.3 No Privacy Rights.** Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

**3.4 Customer Must Notify End Users of 911 Limits.** Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

**3.5 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**3.6 Use of UCaaS SIP Trunk Diversion Headers on 911 Calls (for UCaaS SIP Trunk only).** Customer may only use UCaaS SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send UCaaS SIP Trunk Diversion Headers on all calls, and in particular shall never send UCaaS SIP Trunk Diversion Headers on 911 calls. Sending UCaaS SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

**3.7 911 Calls from Alien TNs.** When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.

**3.8 Acknowledgement of 911 Limitations.** By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

**PRINT CUSTOMER COMPANY NAME:**  
**PRINT CUSTOMER REPRESENTATIVE'S NAME:**  
**CUSTOMER REPRESENTATIVE'S INITIALS:**

CPC-BIZ-SANITY - COMMERCIAL  
Christopher Hughes  
CH

**4. Term; Cancellation.** This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in: (a) a valid signed CenturyLink issued quote, if available; or (b) the Pricing Attachment if a Pricing Attachment is used instead of a quote. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for UCaaS Hosted PBX and UCaaS SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's UCaaS Hosted PBX and UCaaS SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's UCaaS Hosted PBX and UCaaS SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term.

**5. Charges.** Charges for the Service are as set forth in the Pricing Attachment, a signed CenturyLink issued quote, and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Effective Date, the parties will either (a) sign an amendment or a new quote (if available) adding pricing for the new Service elements, or (b) Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The MRCs and usage charges will be used to calculate Contributory Charges. NRCs and waived MRCs are not contributory. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may modify or discontinue Service pricing after the Initial Term for Service at a Customer location is completed. Upgrades and purchases of additional Service after the initial order(s) may be subject to then-current Service pricing.

**6. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.

**7. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

**8. Service Upgrades/MACDs.** CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

**8.1 Addition of UCaaS Hosted PBX or UCaaS SIP Trunk Seats or UCaaS SIP Trunk Sessions During Term.** Customer may add additional UCaaS Hosted PBX seats or UCaaS SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the UCaaS Hosted PBX seat and UCaaS SIP Trunk Session/seat rates shown in the Pricing Attachment, quote, or Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each UCaaS Hosted PBX seat and UCaaS SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to UCaaS Hosted PBX seats and UCaaS SIP Trunk seats and Sessions added during the Term.

**8.2 MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

**Routers.** If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

**9. Rental CPE.**

**9.1 General.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

**9.2 Eligibility.** In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink UCaaS Hosted PBX or CenturyLink UCAAS UCaaS SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

**9.3 Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

**9.4 Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

**9.5 Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**9.6 Insurance.** At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

**9.7 Charges.** The MRC for rental of an IP handset is included in the applicable UCaaS Hosted PBX seat MRC. IP handsets are not included with UCaaS SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

**9.8 CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

**9.9 Term.** CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

**9.10 Safety Compliance.** Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**9.11 Routers.** Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

**9.12 Maintenance and Configuration Changes.** CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

**9.13 Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

**CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT**

**10. Alternate Carrier Connectivity.** This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

**10.1 CenturyLink Responsibilities.** Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

(a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.

(b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.

(d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier.

**10.2 Customer Responsibilities.**

(a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.

(b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.

(c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

**10.3 Additional Service Limitations, including 911 Calling.** The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its End Users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink UCaaS Hosted PBX and CenturyLink UCAAS UCaaS SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its End Users always have an alternative means of accessing 911 services.