



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 5

CONTRACT #: AR2474

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Century Link (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 as of the last signature date below as follows;

**1. The following Service Exhibits attached to this Amendment #5 are hereby added to Attachment E of the Master Agreement:**

- LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES
- CISCO WEBEX CALLING DELIVERED BY CENTURYLINK

**2. Attachment C:** Price sheet added for RiskSense, product catalog (Tab 14), and product guidance for CenturyLink Network Storage (IaaS), product catalog (Tab 15 ) attached to this Amendment 5.

**3. Attachment C:** Pricing refresh for Hosted VoIP and IQ SIP, product catalog update (Tab 8), as attached to this Amendment 5.

Effective Date of Amendment: as of the last signature date below

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

Susan Baker  
Susan Baker (Feb 21, 2020)

Feb 21, 2020

Contractor's Signature

Date

Chris Hughes  
Chris Hughes (Feb 21, 2020)

Feb 21, 2020

Kent Beers Director

State of Utah Division of Purchasing

Date

Susan Baker

Contractor's Name (Print)

Manager-Offer Management

Title (Print)

|                  |              |                                                            |            |
|------------------|--------------|------------------------------------------------------------|------------|
| Purchasing Agent | Phone #      | e-mail                                                     | Contract # |
| Solomon Kingston | 801-957-7142 | <a href="mailto:skingston@utah.gov">skingston@utah.gov</a> | AR2474     |

**CENTURYLINK MASTER SERVICE AGREEMENT  
LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES  
SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule applies to the SIP-based provisioning of Level 3® Enterprise Voice Services as described herein ("Services") and incorporates the terms of the Master Service Agreement under which Level 3 provides Services to Customer (the "Agreement"). This Service may be referred to as Voice Complete, SIP Trunking, Enterprise SIP Trunking, SIP Service, E-SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service ("IFN" and "UIFN"), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation.

**2. Service Offerings.** The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer's offerings for sale to Customer's customers. Telephony equipment and applications are not provided as part of the Service and are Customer's responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.

- Voice Complete is the SIP-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths ("CCPs") each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.

- SIP and Enterprise SIP or E-SIP Service is the SIP-based provisioning in the United States only of inbound local and toll free calling capabilities and outbound local and long distance calling. This Service is only available for provisioning to Customers with 2 or fewer locations in the United States. CCP capacity provided in association with E-SIP can be used in a shared manner across two Customer locations.

- VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number ("IFN") and universal international free numbers ("UIFN"), international local inbound ("ILI"), optional SIP call transfer capability ("SIP Refer"), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

- FlexVoice provides up to 50 CCPs. It can only be provisioned in the United States for inbound local, toll free calling capabilities, outbound local, and long distance calling.

**3. Rates, Charges, and Commitments.**

**A. General.** Customer shall pay the rates and charges for the Services, including but not limited to monthly recurring charges ("MRCs"), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges ("NRCs") as set forth in a rate sheet, as the same may be changed as set forth herein (the "Rate Sheet"). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Level 3's standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services hereunder are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the "Service Term" for such Services. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer's use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and shall pay for billable usage and the full quantity of associated utilized MRC-based Services.

National calls may be billed on a usage basis as measured (per minute or increment thereof) or per call, as set forth in the Rates. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer's actual per minute charges per call.

Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer's enterprise locations which are included under a dedicated pool of CCP capacity ("Intra-enterprise") as identified on the Rate Sheet or Order.

SIP Refer calls may be billed for 2 call flows (inbound and outbound).

If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet.

If set forth in the Rate Sheet, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer's actual per minute call duration

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In addition to such minimum commitments as stated herein or in the Agreement, the Enterprise SIP Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or "MUG") which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined herein) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" shall mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer shall pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but shall be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes herein, the "Ramp Period" shall mean the period commencing on the Service Commencement Date and expiring on the date of the second Level 3 invoice for which the Service is billed.

**B. Voice Complete Pricing Plans.** Voice Complete pricing is Concurrent Call Path (CCP) based. Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Rate Sheet for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan ("PPM Plan") is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Level 3 will first decrement the CCP Plan minutes and then the PPM Plan minutes. Level 3 reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days' advance written notice.

**C. Surcharges.** In addition to taxes, fees and surcharges set forth in the Agreement, Rate Sheet and/or Order, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

**Short Duration Call Surcharge.** For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer's (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of .01 per call shall be applied to all outbound long distance and toll free calls in that billing cycle month. For the purpose of this provision, average call duration shall be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

**PIC Long Distance Service Charges.** For SIP, E-SIP and FlexVoice Services provided under the North American Numbering Plan ("NANP"), Customer shall pay the following PIC Long Distance Service charges, as applicable:

i. **Unauthorized PIC Change.** An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier ("PIC") change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Level 3.

ii. **PIC Change Charge.** Level 3 may elect to assess Customer a PIC change charge if an end user's automatic number identifier ("ANI") is changed from one interexchange carrier ("IXC") to another.

iii. **Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC").** Level 3 may assess Customer a carrier line charge for lines moved from an IXC to Level 3.

**4. Rate Changes and Termination Right.**

**A. Rate Changes.** Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 may send to Customer a notice changing rates, charges or other pricing terms as set forth herein, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth herein (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: {\_\_\_\_\_}. The rates or charges set forth in such Rate Change Notifications shall take effect as stated therein but no sooner than 30 days following such Rate Change Notice.

**B. Limited Termination Right Related to Rate Changes.** On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Level 3 in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

**5. Scope of Level 3 Agency.** In the provisioning of telephone numbers and/or in porting activities, Level 3 is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

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**6. Restrictions.**

**A. No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Level 3, no less formal consent will be binding.

**B. No Non-Conforming Uses.** The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Level 3's other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Level 3, Level 3 reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer will indemnify Level 3 from any claims arising as a result of any Non-Conforming Use.

**7. Traffic Integrity.** Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3's request, Customer shall certify in writing its continued compliance with this Section.

**8. Fraudulent Calls and Unsupported Calls.** Customer shall be responsible for paying Level 3 for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Level 3 may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Level 3's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer shall notify Level 3 as soon as possible at +1-800-348-5457 or [FraudOperationsNA@Level3.com](mailto:FraudOperationsNA@Level3.com).

**9. Service Levels.**

The following Service Levels apply only if Customer is the end-user of the Enterprise SIP Service and purchases either Level 3 Internet or Level 3 IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Level 3 MPLS Services or Level 3 Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

**A. Availability Service Level.** The Availability Service Level for this Service is 99.9% per month for Level 3 Internet Service use and 99.99% for Level 3 IP VPN use. Service is considered "Unavailable" if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Level 3 until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

| Internet - Cumulative Unavailability<br>(in hrs:mins:secs) | Service Level Credit<br>(% of MRC) |
|------------------------------------------------------------|------------------------------------|
| 00:00:01 - 00:43:00                                        | 0%                                 |
| 00:43:01 - 02:00:00                                        | 5%                                 |
| 02:00:01 - 04:00:00                                        | 15%                                |
| 04:00:01 +                                                 | 25%                                |

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| <b>IP VPN - Cumulative Unavailability<br/>(in hrs:mins:secs)</b> | <b>Service Level Credit<br/>(% of MRC)</b> |
|------------------------------------------------------------------|--------------------------------------------|
| 00:00:01 - 00:05:00                                              | 0%                                         |
| 00:05:01 - 04:00:00                                              | 5%                                         |
| 04:00:01 - 08:00:00                                              | 15%                                        |
| 08:00:01 +                                                       | 25%                                        |

**B. Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 9A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

**10. Third Party Access Provided by Level 3.** Level 3 provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer's use in connection with the Service provided under this Service Schedule. Where Customer's usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

| <b>Local Access Circuit Type</b> | <b>Minimum Usage Level</b> | <b>Additional Monthly Charge</b> |
|----------------------------------|----------------------------|----------------------------------|
| T-1                              | 30,000 minutes per month   | \$300                            |
| E-1                              | 30,000 minutes per month   | \$375                            |
| DS-3                             | 500,000 minutes per month  | \$8,500                          |

If Level 3 notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Level 3 for any early termination fees levied on Level 3 by the third party provider of that local access circuit.

**11. Additional Service Specific Terms.**

**A. Voice Complete and SIP Service**

**(i) Mobility Feature Pack.** Subject to the limitations described in this Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate LAN/WAN. For telephone numbers with Mobility Feature Pack provisioned, end users can utilize such mobility capabilities from locations with functioning broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll-free/freephone service.

**(ii) Emergency Calling Capability.** Level 3 will provide Emergency Calling capability with SIP Service, FlexVoice and Voice Complete as required by law. "Emergency Calling" means the ability through the dialing of the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112) to reach emergency response services associated with the address loaded in the relevant databases, subject to each party's obligations and the limitations hereunder. Level 3's liability for Emergency Calling related claims is limited and/or disclaimed to the fullest extent allowed by law.

a. PLEASE READ THE INFORMATION BELOW ABOUT EMERGENCY CALLING CAREFULLY. BY USING AND PAYING FOR THE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO EMERGENCY CALLING SERVICES, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE EMERGENCY CALLING.

In particular, please note that Customer will not be able to conduct traditional wireline Emergency Calling in the event of:

- a power outage;
- a loss of connectivity to the internet;
- delays in making a registered location available in the relevant databases or service records; and
- Customer's use the phone at a location other than the established fixed, primary location as determined by Level 3's service records commonly known as "nomadic" use unless and until the Customer provides an updated accurate current user location and the same has time to be loaded into the appropriate databases.

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Customer acknowledges that Level 3 has advised that the Service does not support Emergency Calling in these instances. Customer undertakes to advise all individuals of this limitation who may have occasion to place calls using this Service, and is advised to provide labels or stickers setting out the appropriate warning information on Customer devices (for the United States, labels for Customer's placement on devices are attached hereto as Attachment A). Notwithstanding anything in the Agreement, no indemnification obligations of Level 3 shall apply with respect to any Emergency Calling capabilities provided by Level 3. Level 3 shall have no liability for any failure to provide Emergency Calling except liability that arises as a direct result of Level 3's gross negligence or willful misconduct.

b. Customer is responsible for assuring that user locations are up to date by providing correct and current address information to Level 3 (hereinafter "Registered Location" but also known as "Automatic Location Identification" or "ALI" in North America and calling line identifier "CLI" in Europe) to Level 3. Customer and its end users shall provide Level 3 with such information conforming to any national numbering schemes or regulatory requirements applicable at the point of interconnection with the Level 3 network. Customer is responsible for updating the Registered Location information for each user on a timely basis in response to changes in location via a Customer facing portal supplied by Level 3 or by calling Level 3 Customer Care. Customer understands that updates to a user's Registered Location information do not occur immediately upon providing such data to Level 3.

c. Customer will provide the initial Registered Location for each user contemporaneously with the execution of its order for the Service. Customer must provide Registered Locations to Level 3 in a form compliant with prevailing regulatory requirements. Level 3 will notify the Customer of any system rejected, unrecognized, or unverifiable Registered Location information, and Customer must promptly resubmit corrected Registered Location information. Failure to provide accurate Registered Location information may delay activation of telephone numbers. Customer acknowledges and understands that failure to provide the current and correct Registered Location related to physical address and location will result in any emergency calls made by Customer failing to properly route and/or being routed to the incorrect local emergency service provider.

d. It is the Customer's responsibility to understand the local jurisdictional laws that pertain to them in regards to Emergency Calling requirements and compliance obligations, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations. Level 3 specifically disclaims any such obligation.

e. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Level 3 does not store Registered Location information and relies upon information provided in the Lync 911 call flow as result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

f. For Customers that deploy their own MLTS (i.e., PBX) or comparable equipment:

(i) Some jurisdictions impose specific requirements on MLTS operators. Customer is responsible for complying with any and all such obligations. Customers in California must download and review the brochure at <https://www.cpuc.ca.gov/General.aspx?id=3746>.

(ii) Level 3's Services are configured to provide Emergency Calling service only for telephone numbers that Level 3 has assigned to the Service. If Customer programs telephone numbers from another provider into Customer's MLTS, Customer is responsible for coordinating with the other provider to deliver Emergency Calling for that provider's telephone numbers.

g. Customer will indemnify Level 3 and its affiliates from any claims that arise as a result of Customer's failure to advise end users of the limitations set forth herein and for claims that arise as a result of Customer's failure to perform its obligations hereunder.

h. In the event that Emergency Calling limitations or requirements different than those stated herein are, in Level 3's reasonable opinion, necessary or advisable based on Level 3's interpretation of currently evolving Emergency Calling laws, rules and regulations, Customer agrees to negotiate modifications to this Section as requested by Level 3, and if agreement respecting the same cannot be reached, Level 3 may terminate the Service and this Agreement without liability.

i. Other Jurisdictions. Country- specific additional emergency calling terms may be required and will be added to this Agreement upon Level 3 request.

**B. Toll Free/FreePhone Service, VoIP IFN and UIFN Service.**

(i) **Ownership of Telephone Numbers.** Level 3 is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3). Customer shall indemnify Level 3 and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).

(ii) **Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section shall not relieve Customer of its obligations under any Commits. Level 3 does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose

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of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Level 3 may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Level 3. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) shall not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Level 3, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/FreePhone numbers provided by Level 3 to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Level 3.

- (iii) **Multiple Carrier Routing for US Toll Free Numbers.** Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Level 3 and another carrier, Level 3 will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

**12. Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

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**ATTACHMENT A  
WARNING LABELS (US)**

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
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**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

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**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

1. **Applicability.** This Service Schedule applies when Customer orders Cisco Webex® Calling delivered by CenturyLink ("Service"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement, and any capitalized or other technical terms used herein, but not defined herein or in the Agreement, will be defined as commonly understood in the industry. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the Service herein. Customer expressly agrees that CenturyLink may use third party suppliers to provide the Service, provided that CenturyLink remains responsible to Customer hereunder. Service is subject to availability.

2. **Service.** The Service includes Cisco Webex Calling ("Webex Calling") and voice connectivity. In addition to the Service, IP Devices are available for Customer's purchase and Customer must separately purchase, and pay for Internet Connectivity, for use with the Service.

2.1 **Description.** The Service is an Internet protocol ("IP") application that provides real time, two-way communication capability in IP over a broadband connection. Customer purchases the Service on a per license basis. Additional information regarding features supported by the Service is available from CenturyLink upon request.

(a) **Cisco Webex Calling.** As part of the Service, CenturyLink includes a cloud-based PBX unified communications service hosted by Cisco that consists of a core set of voice business communication features. Customer will receive the Webex Calling features, supported by CenturyLink. A list of Webex Calling features is available upon request. Webex Calling is available in two station types:

(i) **Enterprise Station.** Enterprise Station is a full feature calling and collaboration seat. The seat includes standard PBX telephony features and Webex team collaboration features. This station is intended for Customer's contractors or employees using the Service as part of their job duties.

(ii) **Common Area Station.** Common Area Station provides dial tone and limited telephony features intended for common area locations like a breakroom, lobby or cafeteria.

(b) **Voice Connectivity.** As part of the Service, CenturyLink provides voice connectivity, which includes connectivity to the Public Switched Telephone Network ("PSTN"), that allows inbound and outbound telephone calls for the Cisco Webex Calling component.

(i) **Local, Domestic Long Distance, 8XX and On-Net Calls.** Local calls, U.S. outbound domestic long distance, 8XX outbound calls, and On-Net Calls are included in the Service MRCs. An On-Net Call means calls between the Service and any of the following CenturyLink services: CenturyLink UCaaS SIP Trunk, UCaaS Hosted PBX, Hosted VoIP, IQ SIP Trunk, Managed Office, Managed Office Essentials SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, Cisco Webex Calling delivered by CenturyLink 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. Inbound domestic toll free is not provided as part of the Service.

(ii) **International Long Distance Calls.** Additional per minute charges apply to all outbound international long distance calls except On-Net Calls. Standard per minute rates for international long distance are shown in the ISS. "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 non-On Net international calls. International toll free services are not available with the Service. Inbound international toll free is not provided as part of the Service.

(iii) **Operator Services.** 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).

(iv) **Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.

(v) **Directory Assistance.** A flat per call charge applies to directory assistance.

(vi) **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.

(c) **IP Devices Purchased from CenturyLink.** Customer may purchase IP Phones and Analog Telephony Adapter ("ATAs") (collectively "IP Devices") from CenturyLink. After delivery, Customer will own the IP Devices and will be responsible for the installation, upkeep and maintenance of the IP Devices and Customer will bear the entire risk of loss, theft, casualty or damage to the IP Devices from any cause. Customer will pay all applicable shipping charges associated with the purchased IP Devices. IP Devices purchased from CenturyLink will be charged as a one-time non-recurring charge.

(d) **Approved Devices.** Any IP Device (purchased from CenturyLink or a third-party provider) used with the Service must be an Approved Device. "Approved Device" means IP Devices approved by CenturyLink for use with the Service. A list of Approved Devices is available upon request. All IP Devices used with the Service must include an operating system that complies with CenturyLink's minimum requirements; and be re-imaged or programmed by CenturyLink to work with the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring IP Devices used with the Service.

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

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

- (a) **Site Conditions.** Customer is responsible for ensuring that its Customer data network/equipment and premise environment ("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.
- (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, if provided as part of the Service for a specific Customer location. 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).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Schedule.
- (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. All use of the voice services will comply with and be subject to the Services Guide, 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 Schedule 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 Service on which the Non-completed Call Percentage Threshold was exceeded.
- (d) **International Call Billing.** International charges are quoted in full minutes. Each international call that is not an On-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 call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.
- (e) **Unsupported Calls.** The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone, unless another telephony device from which the call can be originated via the end user portal is used. "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.
- (f) **Area of use.** The Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN within the United States (not including U.S. territories). Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one location in any other location, unless Customer has requested a change of its Registered Location, and has received approval and the Registered Location Update Confirmation from CenturyLink as set forth in the "Use of Service at a Different Location" section below. Emergency response service calls automatically route to the appropriate emergency response service center based upon the Registered Location. If Customer or an end user tries to use the Service (i) at a location other than a Registered 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 emergency response services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service*).
- (g) **Use of Service at a Different Location.** Customer may only use the Service at the Registered Location for that TN. Customer must obtain CenturyLink's approval to change the Registered Location by submitting a Registered Location change request at <https://portal.centurylink.com/au-centurylink-engage/app/911/request-address-update>. Customer must submit a Registered Location change request before using Service at any location other than the Registered Location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency service calls being routed to the incorrect emergency response operator based on incorrect address information. Upon submission of Customer's Registered Location change request, CenturyLink will reject the request, or accept and begin processing the request. If CenturyLink accepts Customer's Registered Location change request the request will be processed and upon completion Customer will see a message that indicates that Customer's Registered Location has been updated to the address listed ("Registered Location Update Confirmation"). Any emergency response services calls placed prior to receiving the Registered Location Update Confirmation will be routed according to the last Registered Location. If, upon submission of a Registered 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 emergency response services, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial emergency response services at another address without following the above address change process.

**(h) 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.

**(i) 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 Schedule. Customer is responsible for unauthorized use of the Service.

**(j) 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 response 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); and (iii) the Customer Environment or (iv) IP Devices used with the Service. Additionally, the Service will not operate *(including, without limitation, end users will be unable to access emergency response services)* (v) while maintenance work is being performed, or (vi) if an IP Device or Soft Phone used with the Service is moved from the Registered Location for emergency response services (IP Devices and Soft Phones are 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 change of its Registered Location, and has received approval and the Registered Location Update Confirmation from CenturyLink as set forth in the "Use of Service at a Different Location" section above, Customer may move the IP Device or Soft Phone.

**(k) 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.

**(l) Telephone Numbers.** Customer must provision at least one telephone number("TN") for use with Service. The TNs may be new TNs or Ported TNs. 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. 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 date that Service is installed and billing for a Service begins ("Service Commencement 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 termination, 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.

**(m) 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. (can't really mess with call integrity/detail)

**(n) Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from telephone numbers that have not been ported to Service or have not been assigned by CenturyLink. ("Alien TNs"), including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN that belongs to Customer 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 treated as long distance. "Calling Party Number" or (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

**(o) End User License Agreements ("EULA").** 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 emergency response calling with the software, provided Customer and its end users expressly follow the instructions for emergency calling found in this Service Schedule and in the emergency services advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial emergency response numbers except from that end user's registered physical location. Use at a location other than the registered physical

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

location may route emergency calls to an incorrect emergency call 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 Schedule and the emergency services advisory. The URL to access the CenturyLink emergency services advisory is <http://www.centurylink.com/legal/HV!QSIP/911advisory.pdf>. It is also recommended that Customer and its end users maintain alternative access to emergency response services.

**(p) Cisco Terms of Use.** In connection with its use of Services, Customer agrees to comply with the Universal Cloud Terms, the Cisco Offer Description for the Cloud Offer, and the applicable Cisco EULA found at: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>, each as amended from time to time (collectively "Cisco Terms of Use"). Customer acknowledges that it has read and understands the Cisco Terms of Use and agrees to be bound by the terms thereof.

**(q) CISCO LIMITED WARRANTIES.** CENTURYLINK WILL PASS THROUGH TO CUSTOMER ALL WRITTEN LIMITED WARRANTIES PROVIDED BY CISCO, AS AMENDED FROM TIME TO TIME, AND WHICH MAY BE FOUND AT: <http://www.cisco.com/go/warranty>.

**(r) 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.

**(s) 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.

**(t) 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. Customer will ensure that all Customer data stored transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. Customer is responsible for Customer's own network security policy and security response procedures.

**(u) SLA.** Service is subject to the SLA contained in Attachment 1. All other services, facilities, and components relating to Service, including without limitation IP Devices, Internet Connectivity, CPE, the Customer Environment, and another carrier's IP network, are not included in the SLA measurement. The SLA credit is Customer's sole remedy for any nonperformance, outages, failures to deliver or defects in Service.

**(v) Protected Data.** By ordering the Service, Customer provides its consent for Cisco to share Protected Data with CenturyLink and for CenturyLink to share Protected Data with Cisco, in each case to the extent required to provide the Service. "Protected Data" is defined in the Master Data Protection Agreement located at <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf>.

**3. Internet Connectivity.** Internet Connectivity is not part of the Service and Customer must obtain it separately.

### 3.1 Customer Responsibilities

**(a)** Customer is responsible for providing internet connectivity ("Internet Connectivity") that is compatible with the Service and meets the minimum speeds necessary to support the Service. Customer will be responsible for troubleshooting all Quality of Service ("QoS") and connectivity issues including, but not limited to, engaging the Internet Connectivity provider on outage and quality issues.

### 3.2 CenturyLink Responsibilities

**(a)** If Customer experiences Service performance issues at any location, CenturyLink will work with customer to isolate the problem. However, CenturyLink's sole obligation will be to provide IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality issues associated with connectivity and CenturyLink will not work with an Internet Connectivity provider on behalf of Customer.

**(b)** The performance and quality of the Service depends upon the Internet Connectivity obtained by Customer. CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit. This includes, but is not limited to, placing and receiving calls (including emergency response calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at any location related to or caused by the failure of the Internet Connectivity or any equipment of the Customer or Internet Connectivity provider.

**3.3 Additional Service Limitations, Including Emergency Response Services Calls.** If the Internet Connectivity selected by Customer does not have QoS, the parties agree that Customer may experience service limitations, call quality issues and/or failure of calls to complete at that location, including calls to emergency response services.

**4. Access to Emergency Response Services.**



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

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

**4.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to CenturyLink (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain CenturyLink's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by CenturyLink. Customer understands that Registered Location updates do not occur immediately. CenturyLink will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. CenturyLink specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *CenturyLink will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and CenturyLink recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVQOSIP/911advisory.pdf>. Effective upon posting, CenturyLink may modify the Emergency Calling limitations or requirements provided in the Advisory if in CenturyLink's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

**4.2 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS 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 EMERGENCY CALLING. CUSTOMER WILL 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 CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO CENTURYLINK'S APPROVAL OF THE REGISTERED LOCATION).

**5. Charges.** Customer shall pay all applicable MRCs, NRCs and usage charges for the Service. Charges for the Service are as set forth in the ISS, applicable tariff and the Order. New Service elements may be added to Service via a new Order. The rates for international long distance calls that are not On-Net calls, 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). If Customer terminates the Service prior to the end of the Service Term, Customer shall not be entitled to any refund of pre-paid amounts and Customer shall be responsible for 100% of any recurring charges which would have been charged for the remainder of the Service Term. This is a liquidated damage and not a penalty.

**6. Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Service to a third party.

**7. 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 Schedule. 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

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.

**8. 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 with CenturyLink.

**9. 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 standard MACD remote configuration support is included in the charges for the Service. Charges for non-standard MACD will be quoted prior to commencement of work.

**10. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

Attachment I

SERVICE LEVEL AGREEMENT for Cisco Webex Calling delivered by CenturyLink

- 1. AVAILABILITY LEVEL.** Service will be Operational and CenturyLink will maintain 99.9% availability of the Service (excluding standard scheduled maintenance intervals or force majeure events) over any one calendar month period ("Availability Level"). IP Devices, Internet Connectivity, CPE, the Customer Environment, another carrier's IP network and/or outages directly related thereto and that are, in each case outside of the reasonable control of CenturyLink are excluded. As used in the definition of Availability Level, "Operational" means that all end users will have access to the Service for the purpose of initiating and/or receiving audio calls
- 2. DOWN TIME CREDIT.** For any service month where the Services do not meet the Availability Level ("Down Time"), CenturyLink will issue a credit to Customer equal to the amount of Service MRCs for affected Service paid in advance for the Down Time period; provided that (i) the Customer's use of the Services is impacted, (ii) the Down Time is reported to CenturyLink within twenty-four (24) hours of each occurrence, and (iii) Customer requests credits not more than thirty (30) days after each occurrence. The total service credits issued by CenturyLink for any service month will be up to a maximum of fifty percent (50%) of the Service MRCs for affected Service paid for the affected month.
- 3. CREDIT ADJUSTMENT.** The credit described above may be applied to Customer's invoice within 60 days of the defined amount owed.
- 4. CONFIDENTIALITY.** CenturyLink agrees that the existence and terms of this SLA, any reporting of Availability Levels, and the issuance of any credits in accordance with this SLA, are strictly confidential and shall only be disclosed to Customer, and to employees of the parties on a "need to know" basis for purposes of fulfilling the parties' obligations hereunder. Neither party will disclose to any third party the existence, intent, or terms of this SLA without the prior written consent of the other party.

## Attachment C – Cost Schedule

**Cloud Solutions By Category.** Specify **Discount Percent %** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

| Product                                                                        | Pricing Catalog         | Discount on Recurring Charges | Discount on One Time Charges |
|--------------------------------------------------------------------------------|-------------------------|-------------------------------|------------------------------|
| <b>SOFTWARE AS A SERVICE (SaaS)</b>                                            |                         |                               |                              |
| BDaaS – Cloudera*                                                              | Tab 6                   | 12%+                          | ICB                          |
| Business Applications                                                          | Tab 12                  | ICB                           | ICB                          |
| Cisco Hosted Collaboration Services                                            | SOW (Statement of Work) | ICB                           | ICB                          |
| Cisco Meraki                                                                   | Tab 13                  | 12%+                          | ICB                          |
| CLC Public*                                                                    | Tab 6                   | 12%+                          | ICB                          |
| Cloud Application Manager (CAM)                                                | Tab 1                   | Special Rate                  | Special Rate                 |
| Cloud Contact Center Solution                                                  | Tab 2                   | Special Rate                  | Special Rate                 |
| GOV UCaaS                                                                      | Tab 10                  | 5%                            | 5%                           |
| Hosted VoIP                                                                    | Tab 8                   | 12%+                          | ICB                          |
| ITS Solutions                                                                  | Tab 11                  | ICB                           | ICB                          |
| RiskSense                                                                      | Tab 14                  | 5%                            | NA                           |
| SAP, SAP Hana, Big Data                                                        | Tab 11                  | ICB                           | ICB                          |
| Skype for Business                                                             | SOW (Statement of Work) | NA                            | NA                           |
| WebEx Calling/Cisco Collaboration                                              | SOW (Statement of Work) | ICB                           | ICB                          |
| <b>PLATFORM AS A SERVICE (PaaS)</b>                                            |                         |                               |                              |
| CLC Public*                                                                    | Tab 6                   | 12%+                          | ICB                          |
| <b>INFRASTRUCTURE AS A SERVICE (IaaS)</b>                                      |                         |                               |                              |
| CenturyLink Network Storage (CNS)                                              | Tab 15                  | 35%                           | NA                           |
| CLC Public*                                                                    | Tab 6                   | 12%+                          | ICB                          |
| DDoS Mitigation                                                                | SOW (Statement of Work) | 20%+                          | ICB                          |
| Dedicated Cloud Compute                                                        | Tab 7                   | 20%+                          | ICB                          |
| vCloud Government                                                              | Tab 7                   | ICB                           | ICB                          |
| <b>VALUE ADDED SERVICES (REQUIRE ENABLEMENT OF A CLOUD SERVICE IN THE SOW)</b> |                         |                               |                              |
| Colocation                                                                     | Tab 7                   | 35%                           | 50%                          |
| Colocation Bundle                                                              | Tab 7                   | Special Rate                  | Special Rate                 |
| CPEaaS                                                                         | Tab 11                  | ICB                           | ICB                          |
| Dark Fiber                                                                     | SOW (Statement of Work) | ICB                           | ICB                          |
| Delta Ports with IP                                                            | SOW (Statement of Work) | NA                            | NA                           |
| eLynk                                                                          | SOW (Statement of Work) | 50%+                          | ICB                          |
| E-Line Service                                                                 | SOW (Statement of Work) | ICB                           | ICB                          |
| Internet Service DIA HSIP                                                      | SOW (Statement of Work) | 50%+                          | ICB                          |
| IQ Data Center Initiative                                                      | Tab 7                   | Special Rate                  | Special Rate                 |
| IQ Networking                                                                  | Tab 3                   | Special Rate                  | Special Rate                 |
| IPVPN                                                                          | Tab 4                   | 20%                           | NA                           |
| IQ SIP Trunks                                                                  | Tab 8                   | Special Rate                  | Special Rate                 |
| IT Consulting & Implementation                                                 | Tab 11                  | ICB                           | ICB                          |
| Managed Enterprise Services                                                    | Tab 11                  | ICB                           | ICB                          |
| Managed Hosting                                                                | Tab 7                   | 20%+                          | ICB                          |
| Professional Services                                                          | Tab 9                   | ICB                           | ICB                          |
| Software-Defined Wan (SDWAN)                                                   | Tab 5                   | Special Rate                  | Special Rate                 |
| Software-Defined Wan (LVL3)                                                    | SOW (Statement of Work) | 20%+                          | ICB                          |
| Wavelength                                                                     | SOW (Statement of Work) | ICB                           | ICB                          |

\*CenturyLink Pricing Discounts will apply to current and future offerings under this category.

See most updated offerings at <https://wwwctl.io/product-catalog>