

## CENTURYLINK BUSINESS VOICE OVER INTERNET PROTOCOL (VoIP) TERMS AND CONDITIONS

The terms and conditions in this document and the applicable Business Voice Over Internet Protocol (VoIP) annex posted online as described below ("Annex") (collectively, the "Agreement") will govern CenturyLink's provision and Subscriber's use of Service and related features, Software, and Equipment. When you accept the Agreement and activate the Service, you will be agreeing to: (a) the terms of the Agreement, including the Annex; (b) any requirements in additional written materials we provided to you when you ordered the Service; and (c) prices and charges we quoted to you. The Annex supplements and supports these CenturyLink Business VoIP terms and conditions, and terms and conditions not specified in this document are included in the Annex. Unless otherwise defined herein, all capitalized terms in the Agreement will have meanings set forth herein or in the Annex. The Agreement will be effective upon your acceptance.

The Annex is located at [www.centurylink.com/legal](http://www.centurylink.com/legal) ("Website"), and is incorporated by this reference. In the Agreement, we use the terms "we," "us" or "our" to mean CenturyLink and the applicable CenturyLink entity or entities providing the Service. When we say "you," "your" or "Subscriber", we mean the business entity subscribing to the Service. You certify and agree that the person entering into the Agreement for you is authorized to act on behalf of the business and form agreements for the business. And while you are buying the Service, you may not be the only person using it. You are responsible for making sure the terms of the Agreement are followed by others who use the Service.

**1. Service Description.** The Service is a voice service; but it is different from the traditional type of telephone service. Those services typically were provided through traditional telephone lines into your business that brought telephone calls (and maybe data services) to your business through central offices or data switches. The Service is an Internet Protocol (IP) application that provides real time, two-way voice capability in IP over an Internet connection at required, minimum capacities. You may purchase the Service on a per seat basis. Service seats include the specific features identified in the Agreement based on seat type. Additional charges apply for optional features, and, if applicable, for Equipment rental and maintenance. Subject to connectivity and CenturyLink's limitations, you may order up to a maximum of 10,000 seats/telephone numbers (TNs) per location. You must provide the Internet connection or purchase it from us. We will provide you with Equipment needed for the Service to work at the physical location that *you tell us* we should deliver the Service (the "Subscriber Location"). Any phones, computers or mobile devices that you use with the Service must be on our pre-approved list. The Service allows both Off-Net Calls and On-Net Calls. "Off-Net Calls" means any calls that are not local calls, 8xx outbound calls, or On-Net Calls. "On-Net Calls" means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, 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 public switched telephone network ("PSTN") or another carrier's IP network.

**2. 911 SERVICES. PLEASE READ CAREFULLY DUE TO POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. By electronic signature prior to using the Service, you must acknowledge that CenturyLink has advised you of these limitations and that you understand them, and that you accept the Service with these limitations.**

- A. Limitation and WARNING. Because the Service works through the Internet, the Service, including 911 services, will not work if: power is lost, disconnected or not available for any reason; Equipment, Software, or the Service malfunctions, is unavailable, or is improperly installed, configured or altered; or the Service's Internet connection is lost, disabled, degraded, or fails to meet the minimum requirements.** CenturyLink cannot guarantee that the Service, Software, or Equipment will be continuous or error-free. With the Service, 911 dialing cannot always be guaranteed and we explain some of those reasons below. If 911 dialing does not work, your safety and the safety of others who use the Service could be affected. **For this reason, we recommend that you always have some alternative means of accessing 911 services from the Subscriber Location.**
- B. 911 SERVICES WILL NOT WORK IF:**
- (1) you have no electrical power for the Service or electrical power is lost or unavailable;
  - (2) your Internet connection fails, is disabled, or becomes degraded (which would include situations where you fail to meet our required connection speeds);
  - (3) you attempt to use the Service from outside the contiguous United States (the Service is not available in Alaska and Hawaii);
  - (4) your Equipment malfunctions, including failure due to incorrect installations or connections or because it is affected by normal service life limitations; or
  - (5) your Service is disconnected for any reason.
- C. Your Location Information Is Critical To Successful 911 Calling. FEDERAL LAW MAKES IT YOUR RESPONSIBILITY TO BE SURE THAT CENTURYLINK ALWAYS HAS YOUR CURRENT PHYSICAL LOCATION INFORMATION (YOUR "SUBSCRIBER LOCATION INFORMATION"), AND YOU NEED TO GET CONFIRMATION FROM US WHEN YOU CHANGE THAT INFORMATION. YOU SHOULD TELL ANYONE YOU LET USE THE SERVICE OR EQUIPMENT THAT 911 DIALING IS LINKED TO THE SUBSCRIBER LOCATION CENTURYLINK HAS ON FILE. IF YOU MOVE YOUR EQUIPMENT AND DIAL 911 WITHOUT TELLING US OF YOUR MOVE, 911 CALLS COULD BE SENT TO THE WRONG EMERGENCY SERVICE PROVIDER.**

- D. Dialing 911 Following Your Initial Service Turn Up.** Until your current phone service is disconnected, all calls, including return calls from a 911 Emergency 911 Service Provider, will not ring over the Service. However, 911 dialing will work immediately after Service is activated and operating, but, for a period of time (possibly up to the first 72 hours after Service is first made available to you), a 911-dialed call from your Subscriber Location may go to a Service Center, rather than directly to a 911 Emergency Service Provider. After we have successfully processed your Subscriber Location Information into our 911 databases, we will notify you of that fact at the email address you have provided us. After that, 911-dialed calls should generally automatically connect you to a 911 Emergency Service Provider.
- E. Your 911 Subscriber Location Information.** With the Service, you will always have only one registered physical location for purposes of 911 dialing (your “911 Subscriber Location”). Your initial 911 Subscriber Location will be the physical address where your Service is installed; and we will include that address in our 911 records automatically at the time you order the Service. If you move your Equipment using the Service (such as your in-business Equipment or mobile devices using the Service, such as smartphones, tablets or computers), you agree to let us know **in writing before** you make the move, even if the move is only temporary (for example, for a few hours). The easiest way to do this will be through the CenturyLink online portal used to coordinate your Service (the “Service Portal”).
- F. Confirmation of 911 Subscriber Location If Service is Moved**
- (1) You agree that each user will not move the Service until you receive confirmation from us accepting the proposed address change. We will confirm – or may reject -- your request to change your Subscriber Location Information. You should check the Service Portal (or other communications method we tell you about) to receive our confirmation or rejection.
- (2) **911 CALLING WILL NOT WORK PROPERLY IF YOU CHANGE YOUR 911 SUBSCRIBER LOCATION BEFORE YOU UPDATE YOUR ADDRESS INFORMATION AND RECEIVE OUR CONFIRMATION. IF YOU MOVE YOUR LOCATION BEFORE THAT, YOUR 911-DIALED CALL WILL GO TO THE EMERGENCY PROVIDER WHO TAKES CALLS FOR YOUR “OLD” SUBSCRIBER LOCATION.** If this happens, you will have no emergency assistance in what might be a serious health or life emergency.
- G. No Privacy Rights When Making 911 Calls.** You agree that you have no privacy rights when we transmit information about you in connection with a 911-dialed call, including your phone number, name, or address, even if these are not published in directories.
- H. General Information and Guidance on 911 Calling**
- (1) **Labels.** We will provide you labels that tell you that 911 calling with the Service may have limitations. We recommend you place these labels on or near your phone or any device using the Service so others are aware of these limitations as well.
- (2) **Information You Should Provide To 911 Emergency Service Providers.** We recommend that when any user of the Service dials 911 he or she states his/his name, phone number, current location, and the nature of your emergency to 911 emergency service operators. This is helpful in case your call is dropped or disconnected, or because the phone number and location may not always be available to the person receiving the 911 call.

### 3. SERVICES

- A. Internet Connectivity.** Service requires a high-speed Internet connection that meets the minimum speeds that we describe to you and special Software and Equipment that is compatible with the Service. We may require you to pay additional amounts each month (or on a one-time basis) for required Software and Equipment. Your Internet connection may be purchased separately from CenturyLink or an approved service provider.
- B. Features**
- (1) **Service Premium Seats.** Premium seats provide end users with advanced IP phone features and premium phone and soft client access, including the ability to make On-Net and Off-Net Calls, an end user portal, an administrator portal, call waiting, call forwarding, and other features, some dependent on your Equipment or the Software. The end user portal provides access to call logs, click-to-call and other features. The administrator portal enables your administrator functionality, including the ability to set up end users, implement some moves, adds, changes, and deletions, and implement calling restrictions. In addition, premium seats include an advanced feature package and Microsoft® Outlook® integration.
- (2) **Optional Features.** Subscriber may purchase the following optional services 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 seat is based on the area code and prefix assigned to the end user and does not depend on the end user's Subscriber Location.

- (a) Hunt Groups. An additional monthly recurring charge ("MRC") and nonrecurring charge ("NRC") apply for each hunt group. An additional MRC will also apply if Subscriber orders a voice mail box for a hunt group.
- (b) Auto Attendant. An additional MRC and NRC apply for each auto attendant.
- (c) Directory Listing. An additional MRC applies to each basic business white page listing of a telephone number.
- (d) Directory Assistance. A flat per call charge applies to directory assistance.
- (e) Desktop/Mobile Soft Phones. Desktop and mobile Soft Phones are Internet-based software that allow end users to utilize the calling features of the Service on a Subscriber 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 the user's Internet access, Internet capacity and associated limitations of Equipment. Subscriber end users must accept a license agreement when downloading Soft Phone software.

#### C. Service Conditions

- (1) **Voice Services.** CenturyLink will provide voice services under the terms of the Agreement and the information services schedule, located at [www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf), and which is subject to change ("ISS"). International calling is not included in the Service and will not be listed on any quote or order summary you receive from us, but you may add it separately to the Service. We will charge you an additional, per minute rate for each international call and, in some instances, additional charges also may apply. International rates and charges, which are subject to change, are listed in the ISS or incorporated by reference in the ISS.
- (2) **Additional Conditions.** 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 is intended to be used only at Subscriber Locations in the United States (not including U.S. territories). Additionally, Subscriber 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 Subscriber has requested a temporary change of its 911 Subscriber Location, and has received approval and confirmation from CenturyLink. You agree not to use more than one IP address for each log-on session, and you agree that you will not permit more than five users to have active log-on sessions at one time (a log-on session is an active connection to an Internet service provider). Additional conditions are described in the Annex.

#### D. Limits on Use

- (1) **No Excessive Use or Harmful Purposes.** You also agree not to use the Service in a manner that produces high volumes or involves excessive or continuous use (such as the sending of SPAM messages or blast broadcasting or messaging), or in a way that has negative impacts on CenturyLink's customers, our network, or hampers our ability to provide services to our other customers. You agree not to use the Service for malicious purposes, including uses that might involve viruses, worms, Trojans, or any other such purpose. You and your end users are the only parties authorized to access the Service. You are responsible for unauthorized use of the Service.
- (2) **Call Recording.** You agree that it is your responsibility to understand and obey all applicable laws and regulations (and to assure that all end users understand and obey such laws and regulations) when using the call recording service. You and your end users agree to use the call recording services only for lawful purposes, and shall not transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. You and your end users agree that CenturyLink has no liability to you whatsoever, whether for direct, indirect, or other damages, based upon or arising out of your and your end users' use of the call recording service. CenturyLink reserves the right to immediately and without notice suspend or terminate your use of the call recording service and discard any of your content stored within the call recording service in the event we determines that you or your end users have violated any such law or regulation, or any term or condition of the Agreement.
- (3) **Terminate Service or Additional Charges if Your Service Violates Limitations.** If we decide that your Service is violating these limitations, you agree that we can terminate your Service immediately and without giving you any advance notice. You also agree that we may assess additional, applicable charges for each month in which you violated these limitations.

**E. Changes in Service, Software, Equipment, or the Agreement**

- (1) We Have the Right to Make Changes.** We have the right to change the terms of the Agreement, the Service, Software, and Equipment, and our prices or fees at any time (including the make-up of packages that include the Service). If we make such changes, you agree that we have no obligation to replace or supplement packages as a result. And you agree that you will not be entitled to any refund because of such change(s). **The only options you will have if we make any material changes is to cancel the affected service or terminate the Agreement. If you continue to use the Service (with the associated Software and Equipment) after we make changes, you agree we can consider that continued use your consent to the change(s).**
- (2) Notice of Material Changes.** If the changes we make are material, we will give you written notice of the change and its effective date. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. We will not provide notice to you regarding price decreases or the expiration of any Promotions that we may have undertaken while you subscribed to the Service.
- (3) Methods of Notice.** If we do give notice about these changes, we may use a number of options use to provide you notice of the changes. These notice methods include your billing statements, bill inserts, separate mailings to you, email notification, recorded announcements, online posting of changes to our terms and conditions (available at [www.centurylink.com/terms](http://www.centurylink.com/terms)). Changes will become effective on the date described in any notice.

- F. Promotions.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to Service ("Promotions"). You must meet all requirements to get and keep the Promotions. We may change or end a Promotion at any time or in the manner described in the applicable Promotion materials. At the end of a Promotion or at any time when you no longer qualify for a Promotion, we will charge you the then-current, standard monthly rates, charges, and fees for the Service, Software, and Equipment.

**4. Rates and Charges.** CenturyLink will charge you, and you will pay, the rates and charges set forth in our issued quote for Service, Software, Equipment and all related features of each, which incorporates the Agreement by reference. More information about these charges and your payment obligations are provided in your quote and the Annex.

**5. Additional Terms in the Annex.** Additional terms and conditions, including provisions on term commitment, early termination fees, rates and charges, deposits, disclaimer of warranties, limitations of liability, indemnification obligations of both parties, dispute resolution and mandatory arbitration of disputes, confidentiality obligations, and the applicability of CenturyLink policies like the CenturyLink Acceptable Use Policy and CenturyLink Privacy Policy, are set forth in the Annex posted to the Website.